Chapter 17 Property Management Exhibits

The Exhibits included herein are intended for reference purposes. The Exhibits have been scanned in order to include them in this manual.

Exhibit 17.01 Contact Report
Exhibit 17.02 Task Order Form
Exhibit 17.03 Summary Statement of Offer to Purchase & Improvement Report (3 Pages)
Exhibit 17.04 Bill of Sale
Exhibit 17.05 Removal Agreement [Improvements])
Exhibit 17.06 Rental Folder Checklist Form
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Exhibit 17.09 Escrow Release Notification Letter
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Exhibit 17.12 Residential Lease Agreement (8 Pages)
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Exhibit 17.14 Agriculture Lease Agreement (15 Pages)
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Exhibit 17.01 Contact Report

CONTACT REPORT

Lessee: ____________________ Lease No.: ____________ Site ID: ____________

Location: ____________________ Lease Rate: $ ________ Renewal Date: ____________

Date:	Time	Contact	Notes

Project: ____________________ Section: ____________________ Parcel: ____________________

Contact Report Form
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.02 Task Order Form

ADOT PROPERTY MANAGEMENT SECTION TASK ORDER

STEP 1: *PROPERTY MANAGEMENT REPRESENTATIVE FILLS OUT (FAX, MAIL OR PREPARE FOR CONTRACTOR TO PICK-UP)*

PARCEL & AGREEMENT NO.'S:	
TRACS NO.:	
DATE & TIME OF REQUEST:	
PROPERTY MANAGEMENT AGENT:	
PHONE NO.: (602)	FAX NO.: (602)

TENANT/USER NAME:	
PHONE NO.:	
LOCATION ADDRESS:	
INTERSECTION:	
PROBLEM:	
TYPE OF SERVICE:	
CONTRACTOR NAME:	
INSTRUCTION:	
REQUIRED COMPLETION DATE:	Estimate

STEP 2: *FOR CONTRACTOR USE (WHEN COMPLETED, CONTRACTOR TO FAX, MAIL OR DELIVER TO AGENT. ATTACH ADDITIONAL PAGES IF NEEDED.)*

CONTACT PERSON:		
PHONE NO.:		FAX NO.:
LABOR COST:	Job Title_____ # of workers____ _____hrs @ $_____/hr = $_____ Job Title_____ # of workers____ _____hrs @ $_____/hr = $_____ Total Labor $_____	
ADDITIONAL COSTS, IF ANY: (Receipts required)	Parts: _____ $_____ Parts: _____ $_____ Sub-Total on Parts $_____ Tax on Parts $_____ Total Parts: $_____	
TOTAL COST FOR TASK ORDER:	LABOR $_____+ PARTS $_____= $_____	
PROPOSED COMPLETION DATE:		
CONTRACTOR SIGNATURE:	X	DATE:

STEP 3: *AUTHORIZATION TO PERFORM WORK (REQUEST PO # & RETURN SIGNED COPY TO CONTRACTOR)*

PURCHASE ORDER NO.:		
AUTHORIZATION BY AGENT:		

STEP 4: *PAYMENT INFORMATION (SUBMIT WITH INVOICE TO OPERATIONS)*

I HEREBY CERTIFY THAT THE ABOVE WORK HAS BEEN PERFORMED IN A SATISFACTORY MANNER BY THE CONTRACTOR IN ACCORDANCE WITH THE TASK ORDER AND THE CONTRACT REQUIREMENTS.		
INSPECTED: YES ☐ NO ☐	AGENT'S INITIALS:	DATE:
DATE COMPLETED:	DATE INVOICE RECEIVED:	

Task Order Form
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT)
RIGHT OF WAY GROUP – STATEWIDE/URBAN ACQUISITION SECTION

SUMMARY STATEMENT OF OFFER TO PURCHASE AND IMPROVEMENT REPORT

This statement accompanies our letter of and shows the basis on which the offer is made, including any settlement amount.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as ,
County, Arizona

also known as Assessor Parcel No(s).

B. THE ESTATE OR INTEREST NEEDED

The estate(s) or interest(s) needed is/are as follows (indicated by an "X"):

☐ Fee interest (new right-of-way)	Square Feet
☐ Underlying fee interest (existing rights-of-way)	Square Feet
☐ Easement (new right-of-way)	Square Feet
☐ Easement	Square Feet
☐ Temporary Construction Easement	Square Feet
☐	Square Feet

C. THE OFFER AS JUST COMPENSATION, AND BREAKDOWN

The amount offered represents just compensation, and is the result of a review and analysis of an appraisal made by a certified real estate appraiser. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer is as follows:

Land (including improvements)	$
Severance Damages to remaining property (possible on partial acquisitions only)	$
"Cost-to-Cure" compensation involving a facility or component on the remaining property	$
	$
Total Just Compensation	$

Project:_____ Section: _____ Parcel:_____

D. THE IMPROVEMENTS

THE IMPROVEMENTS ASSOCIATED WITH THE PURCHASE ARE DESCRIBED AS FOLLOWS:

It is hereby acknowledged that all buildings and other improvements listed above that are situated entirely within or partially within the Right of Way take limits are conveyed to ADOT with Rights of Entry upon the Grantors remaining land for the purpose of building removal and other improvements as noted.

E. COST TO CURE

THE COST TO CURE ASSOCIATED WITH THE PURCHASE ARE DESCRIBED AS FOLLOWS:

Grantor agrees to remove all cost to cure items no later than 30 days from the date of payment, and assumes all liability connected with said removal. Further, upon expiration of the time provided for removal, all improvements associated with the cost to cure remaining partially or wholly upon the lands conveyed shall become the property of the State of Arizona, and all rights of the Grantor to said improvements associated with the cost to cure shall cease and terminate. Grantor shall be liable for the reasonable cost incurred in removing said improvements. (REMOVE STATEMENT IF COST TO CURE IS NOT WITHIN R/W)

COMMENTS AND/OR EXCLUSIONS:

PERSONAL PROPERTY NOT ACQUIRED (INCLUDES ITEMS NOT PERMANENTLY ATTACHED):

F. THE DOCUMENTS NEEDED

Following is a summary of the documents requiring signature (indicated by "X"):

☐ **Purchase Agreement** (this document shows the terms of the transaction, and the attached Exhibit "A" provides the exact legal description)

☐ **Warranty/Special Warranty/Quitclaim Deed** (to be notarized)

☐ **Extended Occupancy Agreement**

☐ **Manufactured Home**

☐ **Right of Way Contract** (to be notarized)

☐ **Easement** (to be notarized)

☐ **Temporary Construction Easement**

☐ **Arizona Substitute W-9 Form**

☐ **Summary Statement of Offer to Purchase and Improvement Report** (see below)

G. SECURITY DEPOSIT INFORMATION AND ACKNOWLEDGMENT

ADOT shall withhold $ in escrow, as a security deposit, in accordance with the terms of the Purchase Agreement.

H. SUBSURFACE IMPROVEMENT STATEMENT

1. I ☐am ☐ am not aware of the presence of any subsurface improvements (e.g., septic systems, storm cellars, ground wells) within the area of ADOT's acquisition.*
2. Well(s) ☐Yes ☐No Well Registration No(s): 55-_____
3. Irrigation Water Rights ☐Yes ☐No **IGR Number**: 58-_____
4. Well is located ☐ within the acquisition area, ☐ outside the acquisition area.
   (NOTE: If you answered yes regarding water rights, please provide a copy of the appropriate certificate if available)

*If aware of such improvements, please provide any information that may assist in locating same.

GRANTOR

_____ **Date**_____

_____ **Date**_____

08/1/12

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.04 Bill of Sale

BILL OF SALE

Arizona Department of Transportation, the Grantor, for value and consideration received in the amount of $_____, does hereby sell and convey to _____, the Grantee, to salvage approximately, more or less, _____ situated within the area acquired by the Arizona Department of Transportation located at _____, in _____, Arizona.

Grantee is required to remove all _____ and appurtenances above grade other than concrete within the new right of way not later than _____ days from the date of payment.

The Arizona Department of Transportation is not responsible nor does it warrant the condition of said _____. The Grantee assumes all liability connected with said removal. It is further agreed that upon expiration of the time provided for removal, all improvements remaining partially or wholly upon the property as described above shall become the property of the State of Arizona, and all rights of the Grantee to said improvements shall cease and terminate. Grantee shall be liable for the reasonable costs incurred in removing said improvements. License is hereby granted to the State of Arizona to enter upon the Grantee's remaining lands where necessary to accomplish the purpose of this agreement.

_____:

_____

Date: _____

Arizona Department of Transportation

By: _____
_____, Right of Way Agent

Date: _____

Revised 06/17/14

Bill of Sale
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.05 Removal Agreement [Improvements]

REMOVAL AGREEMENT (IMPROVEMENTS)

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION/Right of Way Group

Project:			
Highway:			
Section:		Date:	

_____, Purchaser, hereby submits a bid and tenders payment of $_____ for the purchase from the Arizona Department of Transportation of the following described improvement offered for sale pursuant to ARS 28-7095 to-wit: ITEM NO._____.

IMPROVEMENT is located at _____.

As part of the consideration of this Sales Agreement, the Purchaser agrees to remove the above-described improvement(s) within _____ days from the date of this instrument, which is _____. The Purchaser assumes all risk and shall be in conformity with the ordinances, rules, regulations, and zoning restrictions of the city or county in which the above described improvement is located. The obtaining of all permits necessary is the responsibility of the purchaser. Failure on the part of the purchaser to comply with all of the terms herein shall result in the cancellation of this Sales Agreement, in which event all sums paid pursuant to this Sales Agreement and any improvement yet remaining upon state-owned lands shall be retained by the Arizona Department of Transportation as liquidated damages.

It is further agreed that all "Terms and Specifications" as written in the "NOTICE TO PUBLIC" for Sale No._____ are hereby, referred to and made a part of this contract, and shall have the same force and effect as though all of the same were inserted herein.

Purchaser agrees to contract with a registered mover within fifteen (15) days from sale date for the removal of improvement (See paragraph #8 of Terms and Specifications).

SITE CLEARANCE DEPOSIT WILL BE RETURNED TO THE PURCHASER UPON SATISFACTION OF THIS SALES AGREEMENT.

Purchaser agrees to indemnify and hold harmless the State of Arizona from any and all claims, liabilities, and courses of action associated with this Sales Agreement.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY: _____/_____
Manager, Property Management Section Date

BY: _____/_____ _____
Signature of Purchaser Date SSN/Fed. Tax ID No.

Removal Agreement Improvements
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.06 Rental Folder Checklist Form

Rental File Checklist

Parcel No.:		Rental Agreement No.:	
Construction Bid Date:		Feasibility Report:	
Property Address/Location:			
Current Lessee:			

LEASE TYPE:

Res		Com		Vac		AG		Sign		Cell		EOA	

Square Footage:	**Lot**		**Building(s)**	
Percentage of Property Occupied	%	Property Site Plan		
Rental Application		Credit Check		Background Check
Rental Calculation Sheet		Signed by Manager		Date
Rental Rate	$	Monthly		Yearly
Security Deposit Amount	$			
Signed Lease/Cover Letter		Signed by Manager		Date
Lease Commencement Date				
Certificate(s) of Insurance		Expiration Date(s)		
Lease Amendment		Signed by Manager		Date
Date Rent Rate Reviewed		Date Rent Rate Adjusted		
Adjusted Rent Rate	$			
Property Inspection Report(s)		Date of Inspections		
Maintenance Documentation				
Vacate Notice		Lease Termination Date		Memo to Ops.
Lease Prep/PATS Data/ Contact Info. Form				

Rental Folder Checklist
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.07 Rental Application & Contact Form

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
RIGHT OF WAY PROPERTY MANAGEMENT SECTION

CONTACT INFORMATION

Primary Applicant Name _____ Date Of Birth _____
Number of Other Adult Occupants (Over 18 Years) _____ Number of Minor Children _____
Current Address _____ Phone No.: _____
City, State _____ Zip Code _____
Present Landlord _____
City, State _____ Zip Code _____
Phone No.: _____ Fax No.: _____
How Long Occupancy? Years Months

Property Information (Provide information for the last two (2) Years)

Previous Landlord _____ How Long? ____ Years ____ Months
Applicant Address _____ Phone ( )
Previous Landlord _____ How Long? ____ Years ____ Months
Applicant Address _____ Phone ( )
Occupation _____ SSN _____
Employer _____ Supervisors Name _____
Complete Address _____
Phone No.: _____ Fax No.: _____
Length of Present Employment _____ Gross Monthly Salary $
Applicant's Drivers License No. _____
Name of Spouse/Co-Renter _____ Date of Birth _____
Spouse/Co-Renter Occupation _____ SSN _____
Employer _____ Address _____
Supervisors Name _____ Phone ( )
Length of Present Employment Gross Monthly Salary $
Applicant's Drivers License No. _____

Names, Addresses and Phone Numbers for References

Nearest Relative _____
Applicant Address _____ Phone ( )
Name (Non-Relative) _____
Address _____ Phone ( )
Name (Non-Relative) _____
Address _____ Phone ( )
Have You Ever Been Convicted of A Sex-Related, Drug-Related, or Violent Crime?
If Yes, Please Explain _____
Have You Filed For Bankruptcy Within The Last Three (3) Years?
If Yes, Please Explain _____

APPLICANT'S SIGNATURE APPLICANT'S SIGNATURE
Received Date By

Rental Application & Contact Information Form
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.08 Rental Application & Contact Form [Commercial Lease]

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORATION DIVISION/RIGHT OF WAY GROUP
PROPERTY MANAGEMENT SECTION

CONTACT INFORMATION (COMMERCIAL LEASE)

Name of Company/Corporation			
Mailing Address			
Telephone No.		Local Contact No.	
Owner/President Names:			
Social Security No.		Drivers License No.	
Years in Business		Monthly Net Operating Income (Please attach supporting documents)	

Additional Contacts

Name	Position	SSN or Tax ID No.	Driver License No.

Have you ever been notified that you were delinquent on a rental payment?	Yes		No	
Name of Company/Corporation			
If yes, please explain			
Have you ever been convicted of a felony?			
If yes, please explain			
Have you filed for bankruptcy within the last three (3) years?			
If yes, please explain			

References

Please list any other Commercial property you have leased in the last two (2) years.									
Address									
Landlord Name:		Phone:		Rental Rate:	$	From:		To:	
If less than two years list previous address.									
Address									
Landlord Name:		Phone:		Rental Rate:	$	From:		To:	

Business References

Name	Position	Phone No.

Applicant certifies that the above statements are true and complete and hereby authorize verification of said information, references, and credit records. Applicant acknowledges that false information contained herein constitutes grounds for rejection of this application.

_____/ _____
Authorized Party Date

_____/ _____
Contact Person Date

_____/ _____
APPROVED Date

Commercial Lease Application Form
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.09 Escrow Release Notification Letter

The Most Current and Approved Letterhead

Date

Name
Address
City, State Zip Code

RE: Project: _____
Highway _____
Section: _____
Parcel: _____
Escrow No.: _____

Dear _____:

This is your written authorization to disburse to the grantor the balance of funds in the amount of **$_____.** This authorization is in accordance with the Purchase Agreement with the Final Settlement date of **_____.**

Please send to: _____
_____
_____
_____

Thank you for your assistance in this matter. Please confirm by fax or e-mail when the funds have been disbursed.

Should you have any questions, please don't hesitate to contact me.

Sincerely,

_____
Property Management Section, R/W Agent
205 South 17th Avenue, Mail Drop 612E
Phoenix, Arizona 85007
602-712-_____ (direct)
602-712-3070 (fax)

Initials

Escrow Release Notification Letter
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.10 Temporary Access and Usage of ADOT-Owned Property Letter

(Most Current and Approved Letterhead)

TEMPORARY ACCESS AND USAGE OF ADOT-OWNED PROPERTY

Name
Address
City, State, Zip Code

RE: Project: _____ Section: _____
Highway: _____ Parcel: _____

Salutation _____:

In accordance with your request of (Date), the (Name of Requestor) is hereby authorized to use the state-owned property located at (ADOT Property Location), in (City), Arizona, for (Nature of Event) purposes. This Agreement is for (Duration of Agreement).

The appropriate permits required by the applicable agencies governing the same must be obtained prior to occupying or using said property for the training session. In addition, the Department of Transportation (ADOT) requests that occupants of nearby properties be informed of the (Nature of Event) session. These occupants should be informed as to the types of activities that will occur during the exercise.

Upon vacating the property, the (Requestor) is required to clear all debris created by its use and leave the area in a condition equal to or better than received. The subject property must also be secured upon completion of activities.

In addition to the above conditions, (Requestor) must agree to hold harmless ADOT as a result of any actions caused by the (Requestor) and/or its employees, licensees, invitees, trespassers, or any third party.

Please have both copies of this Letter Agreement signed by the appropriate official, and return it to our office. It is understood that said signature indicates approval and intent to comply with all stipulations as stated herein. Upon approval by the management of ADOT, a copy will be delivered to you for your reference.

If you have any questions, please contact me at 602-712-____ or by correspondence at 205 South 17th Avenue, Mail Drop 612E, in Phoenix, Arizona 85007.

Sincerely,

_____, Right of Way Agent
Property Management Section

By: _____/_____
Date

ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____/_____
Manager, Property Management Section Date

Temporary Access and Usage of ADOT-Owned Property
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.11 Uncollectible Delinquent Rent Memo

The Most Current and Approved Memo

To: _____, R/W Operations Section Manger
Thru: _____, R/W Acquisitions Section Manager
From: _____, R/W Property Management Section Manager
Date: _____
Re: Uncollectible Delinquent Rent

Project No: _____
ADOT Parcel No.: _____
Agreement No.: _____

The tenant _____ vacated the property on _____. There is a delinquent rent payment in the amount of $_____ for the period from _____ to _____, due.

Right of Way Property Management Section made several attempts to collect this payment to no avail. Subsequently, a memo was sent to Right of Way Acquisitions Section requesting relocation payments be withheld to pay this debt.

Right of Way Acquisitions Section has now informed us that no monies are available. Therefore, this delinquent rent should be considered as uncollectible.

If you should have any questions, please contact _____, at 602-712-_____.

Initials

Uncollectable Delinquent Rents
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

The Most Current and Approved Letterhead

Name
Address
City State, Zip Code

RE:	Project:	_____	Parcel No.:	_____
	Highway:	_____	Agreement No.:	CRA
	Section:	_____	Assessor No.:	_____

Dear _____:

The Arizona Department of Transportation must have all occupants residing or doing business on State-owned land to do so under the terms of a written agreement or lease. Therefore, we have enclosed three (3) Residential Rental Agreements for the property located at _____, in _____, Arizona, for your review and signature. This Rental Agreement is on a month-to-month basis, and becomes effective on _____.

The rental rate is established at **$**_____ per month. There is also a **$**_____ security deposit. The total amount of **$**_____ will be due and payable by check or money order on or before _____. All subsequent payments shall be payable monthly, in advance, on or before the first day of each month of occupancy thereafter.

All rent payments shall be payable to the Arizona Department of Transportation, Right of Way Operations Section, 205 South 17th Avenue, Mail Drop 612E, in Phoenix, Arizona 85007. Please reference your **ADOT Parcel Number** _____ and **Rental Agreement Number** _____ with your payment.

Please sign and return all three (3) copies of the enclosed Rental Agreements. A fully executed copy will be returned for your reference.

Should you have any questions, please don't hesitate to contact Right of Way Property Management Section Agent _____ at 205 South 17th Avenue, Mail Drop 612E, in Phoenix, Arizona 85007 or by telephone at (602) 712-_____.

Sincerely,

_____, Manager
Property Management Section

Initials

Enclosures

RENTAL AGREEMENT
FOR RESIDENTIAL PROPERTY
AGREEMENT SUMMARY

LESSOR **STATE OF ARIZONA by and through its** **ARIZONA DEPARTMENT OF TRANSPORATION**

Project:		Lessee:	
Highway:			
Section:		Location:	
Parcel:			
Agreement No.:	**RA-**		
Assessor No.:			

1. Term of the Agreement
2. Rental Rate
3. Security Deposit
4. Cancellation Clause
5. Use of Subject Property
6. Improvements to Subject Property
7. Repairs of Subject Property
8. Zoning and Permits Required
9. Maintenance of Subject Property
10. Mechanics Liens
11. Untenantable Property Due to Damage
12. Right of Entry by Lessor
13. Inspections by Lessor
14. Liability of Lessor
15. Utilities
16. Prior Lease and Agreements
17. Relocation Provisions
18. Sale of Subject Property by Lessor
19. Transfer of Ownership by Lessor
20. Assignment of Agreement by Lessee
21. Nondiscrimination Regulations
22. Default by Lessee
23. Return of Subject Property to Lessor
24. Personal Property and Improvements of Lessee
25. Addenda
26. Addresses of Lessor and Lessee

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION/RIGHT OF WAY GROUP
PROPERTY MANAGEMENT SECTION

RENTAL AGREEMENT
FOR RESIDENTIAL PROPERTIES

Project:		Agreement:	**RA-**
Highway:		Monthly Rental Payment:	**$**
Section:			
Parcel:			
Assessor No.:			

The State of Arizona, by and through the Arizona Department of Transportation (ADOT), hereinafter referred to as Lessor, does hereby authorize _____, hereinafter referred to as Lessee, to occupy the property located at _____, in the _____ of _____, Arizona, and containing approximately _____ square feet. Said property is more particularly described as _____. This Rental Agreement is effective on _____.

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Term of the Agreement**
The term of this Agreement will be on a month-to-month basis, commencing the first of the month (Month, Day, Year), and each successive month thereafter. This Agreement is cancelable at anytime with the mutual agreement of Lessor and Lessee. Further, Lessee agrees that should Lessor require the property for transportation purposes, Lessor may cancel this Agreement by sending written notice of such action at least thirty (30) days prior to the intended effective date of cancellation.

2. **Rental Rate**
The rental rate is established at **$**_____ per month. The rental rate is subject to periodic review and adjustment. Lessor agrees to notify Lessor in writing by certified mail thirty (30) days prior to the effective date of any adjustment in the rental rate. The initial rent payment shall be due on (Month, Day, Year). Thereafter, the monthly rent payment shall be due and payable by the first day of each month.

All rental payments shall be paid by check or money order payable to the Arizona Department of Transportation, Right of Way Operations Section, 205 South 17th Avenue, Mail Drop 612E, Phoenix, Arizona 85007.

If the entire monthly rent payment is not received by the Lessor on or before the seventh day of the month a late fee equal to **5%** of the total outstanding balance shall be assessed to the Lessee. Lessor will accept no partial payments of rent or late fees and late fees will continue to accrue until all outstanding balances are paid in full. Please reference the ADOT **Parcel Number** _____ and your **Agreement Number** _____ on all correspondence and checks sent to the Lessor.

Upon termination, Lessor will refund without interest, the unused portion of any prepaid rent. Prorated rents are calculated on a thirty (30) day basis.

3. **Security Deposit**
Lessee agrees to deposit with Lessor, $_____ as a guarantee for faithful performance of the terms and conditions of this Agreement. If at any time Lessee fails to keep and perform all of the terms, covenants and conditions of this Agreement, including the payment of rent, overdue and unpaid, Lessor may, at its sole option, appropriate and apply all or any portion of said security deposit to the payment of any loss, damage, or liens, incurred by Lessor by reason of Lessee's default or breach. Upon termination of this Agreement and Lessee's vacating the premises, Lessor shall return, without interest, said deposit or portion remaining, if any, after deductions for an amount equal to any unpaid rents and or loss and damage sustained by Lessor.

4. **Cancellation Clause**
This Agreement is subject to cancellation by the Governor pursuant to A.R.S. 38-511.

5. **Use of Subject Property**
The subject property is for the sole use of Lessee, and shall only be used for the purpose of a Single-Family Residence. Lessee shall make no alteration, addition or improvement or demolition without first obtaining written permission from Lessor. Lessee also agrees to use said property without creating or causing to be created, nuisances or hazards to the public health or safety and also not to use or permit any use of property for any illegal or immoral purposes and to comply with all State laws or local ordinances concerning said property and the use thereof. Lessee agrees that use of subject property shall be conducted in such manner so as to insure the quiet enjoyment of the neighboring properties. Lessee understands and agrees that the parking or storage of any type of vehicle or trailer on any unpaved area shall be permitted only with the written consent of Lessor and that no vehicle or trailer shall be driven on or over any landscaped or grass area without permission of Lessor.

6. **Improvements to Subject Property**
Any and all improvements located on the subject property belong to Lessor. Any exceptions to this must be listed and made a part of this Agreement under Section (24) "Personal Property and Improvements of Lessee." If Lessee desires to construct additional improvements, make alterations to, and/or demolish or remove any existing improvements, Lessee shall first submit a request in writing to Lessor, and shall include a copy of the construction plans for the proposed changes. Lessee agrees not to commence remodeling, modifying, repairing, altering or changing the building structure in any way, including the installation or removal of equipment or devices that disturb any portion of the building systems without first obtaining written authorization from Lessor. Lessor may test and, if necessary, abate for environmentally hazardous materials or conditions prior to issuing any authorization for Lessee to proceed with requested remodeling, modifying, repairing, altering, changes or installation of equipment or devices. Lessor shall notify Lessee of any known or suspected asbestos materials identified by testing and found within the leased premises. Lessor shall be responsible for any cost associated with the abatement of asbestos materials that might be disturbed as a result of an approved tenant finish request.

On or before termination of this Agreement, Lessee at Lessee's expense shall remove any and all additional improvements placed on said parcel by Lessee. If removal of said additional improvements defaces the subject property, or disturbs any known or suspected asbestos-containing material, Lessee at Lessee's expense shall be responsible for replacing or repairing any damage caused by such removal and shall also be responsible for any and all actions necessary to avoid the potential exposure of previously contained or encapsulated asbestos material, prior to termination of this

Agreement. Should Lessee desire to abandon the additional improvements and Lessor does not object to said abandonment, the additional improvements shall become the sole and separate property of Lessor at no cost to Lessor."

7. **Repairs of Subject Property**

Lessor will perform repairs and maintenance necessary to keep the subject property in a fit and habitable condition. Lessee is expected to perform minor repairs and maintenance as from time-to-time may be required. Lessee may be reimbursed for maintenance repair on the subject property providing:

a. That said repairs are necessary to keep the premises in a fit and habitable condition;

b. That Lessor fails to perform necessary repairs or maintenance within twenty (20) days of request from Lessee;

c. That unless work is performed by a contractor, reimbursement shall be limited to actual cost of materials;

d. That except for emergency repairs, when Lessor cannot be notified, cost of said work is less than $150.00;

e. That in case of any repairs necessitated by fortuitous events, which are needed to preserve the improvements or to enable continued occupancy of the dwelling, Lessee must notify the Property Manager. In all cases, the Property Manager will determine to what extent the emergency repairs are permitted. Work will be limited to that necessary to prevent further damage and/or to allow continued occupancy.

8. **Zoning and Permits Required**

That Lessee shall obtain proper zoning clearance and/or building permits from all governmental agencies having jurisdiction over subject property prior to the start of activities as detailed in Section (6) "Improvements to Subject Property". Copies of the documents shall be provided to Lessor by Lessee. Lessee further agrees that said zoning clearance and/or building permits shall be obtained by Lessee at no cost to Lessor.

9. **Maintenance of Subject Property**

That Lessee will keep property in a neat, clean and orderly condition at all times during occupancy, including watering, weeding and trimming of shrubs, trees, lawns, planters, and other landscaped areas, and not permit debris to accumulate at any time; not to commit, suffer or permit any waste of said property or any acts to be committed in violation of any laws or ordinances. Lessee agrees that if subject property contains a pool or spa, Lessee shall maintain said pool or spa in accordance with the written instructions of Lessor.

10. **Mechanics Liens**

That Lessee shall keep the property free from any liens arising from work performed, materials furnished or obligations incurred by lessee and shall indemnify, hold harmless and defend Lessor from any liens and encumbrances arising from any work performed or materials furnished by or at the directions of Lessee. Upon completion of any approved construction activity, copies of signed lien waivers shall be supplied to Lessor by Lessee.

11. Untenantable Property due to Damage

That in the event the property is partially damaged or totally destroyed by flood, accident or acts of God, the Lessor shall have the option to repair/restore said property or terminate this Agreement by delivering written notice of immediate termination to Lessee. If Agreement is terminated, Lessor shall be entitled to a proration of the unused monthly rent. If any portion of the property is rendered untenantable, Lessor may reduce the rental rate proportionately until the property has been restored. Lessee may elect to vacate the premises and immediately notify Lessor in writing of such vacation.

12. Right of Entry by Lessor

Lessee acknowledges that Lessor's needs and requirements may necessitate survey or preliminary engineering studies to be made from time to time. Therefore, Lessor specifically reserves a right of entry to occupied lands at any and all reasonable times for such purposes. In the event such entry causes damage to tenant improvements or crops, no monetary reimbursement will be forthcoming.

13. Inspections by Lessor

That Lessor reserves the right to inspect the premises periodically to determine the general condition and upkeep of the property. Lessor will give Lessee not less than two (2) days notice of such inspection. Lessee will not unreasonable withhold permission for such inspection.

14. Liability of Lessor

This Agreement is made upon the express condition that Lessor does not protect or insure against loss of personal property or improvements owned by Lessee and Lessee waives the right to claim damages from Lessor for any damage resulting to said property in the event damaged or destroyed by fire or any other cause which is not the direct result of negligence of Lessor. Lessee further shall hold and save harmless Lessor, or any of its departments, agencies, boards, commissions, agents, or employees from all costs and damages to any person arising out of any injuries or losses caused by Lessee, its agents or employees, licensees, invitees, trespassers, or any third parties willful or negligent act during occupancy of the subject property.

15. Utilities

All utilities including but not limited to electric, gas, water/sewer/trash collection, telephone and television cable shall be in the name of and paid by Lessee.

16. Prior Leases and Agreements

In the event there is any prior or existing lease or rental agreement covering the subject property and dwelling, this Agreement shall cancel and terminate said prior lease or rental agreement as of the effective date of this Agreement.

17. Relocation Provisions

That notwithstanding anything to the contrary, this Agreement is not subject to the provisions of A.R.S. 28-7141, et seq. and rules promulgated thereunder, and 42 U.S.C. 4601-4639 and regulations promulgated thereunder, both as now existing or as may hereafter be amended during the term of this Agreement. This clause shall not extend any right to Lessee or impose any liability or duty upon Lessor provided for the herein referenced statutes and regulations.

18. Sale of Subject Property by Lessor

Lessee agrees in the event Lessor desires to sell said property; Lessee will make no claim to prevent such sale. However, said sale shall be subject to the terms and conditions of this Agreement then in effect and nothing in this Agreement shall prevent Lessee from purchasing the property as any other member of the public.

19. Transfer of Ownership by Lessor

Any transfer of ownership of, or right in, the subject property by the Lessor to any other governmental agency shall be conditional to this Agreement.

20. Assignment of Agreement by Lessee

Lessee shall not assign his interest herein, and shall not sublease the aforesaid premises or permit same to be used by any unauthorized person or firm.

21. Nondiscrimination Regulations

Lessee for itself and its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that 1) no person on the grounds of race, color, sex, familial status, disability, age, religion or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities 2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, familial status, disability, age, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination 3) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Agreement and to re-enter and repossess said land and improvements thereon, and hold the same as if said Agreement had never been made or issued.

22. Default by Lessee

That should Lessee default on any term or condition of this Agreement, specifically failure to submit the monthly rental payment as specified; the Agreement shall terminate in thirty (30) days. In the event of default by Lessee, Lessor shall have all remedies as provided by law. Unless otherwise provided by statute, Lessor or Lessee will pay to the prevailing party, court costs and attorney's fees in a reasonable sum in any legal action brought forth.

23. Return of Subject Property to Lessor

Upon vacating, Lessee agrees to leave the premises in as good a condition or better than existed on the first day of occupancy, allowing for ordinary and normal usage during occupancy, and to reimburse Lessor for any damage done to said property caused by Lessee's occupation or tenancy, other than due to normal use. Nothing herein shall be deemed a waiver of Lessor's right to demand and obtain possession of said premises in accordance with the law in the event of a violation on part of Lessee of any of the terms or conditions hereof.

24. Personal Property and Improvements of Lessee

Lessee owns and may remove upon termination of this Agreement, the following items:

_____

25. Addenda

Any addenda to this Rental Agreement are by this reference made a part hereof as though fully set forth herein.

26. Addresses of Lessor and Lessee

Any notices to or demand upon either party hereto by the other pursuant to this Rental Agreement shall be in writing and shall be delivered in person to the other party or forwarded by certified mail, postage prepaid, addressed as follows:

TO LESSOR AT:	
Arizona Department of Transportation	
Intermodal Transportation Division	
Right of Way Group, Property Management Section	
205 South 17th Avenue, Mail Drop #612E	
Phoenix, Arizona 85007	
(602) 712-7587	Monday-Friday 8am-5pm
(602)	Emergency **only** Phone No.

TO LESSEE AT:	
Name:	
Address	
City, State, Zip	

Your R/W Property Management Section Agent			
Name:		E-Mail:	
Phone No:		Work Hours:	

Or elsewhere, as either party may, from time-to-time designate by written notice to the other.

BY:

_____ _____

Lessee's Signature Lessee's Printed Name/Title

_____ _____

Social Security # or Employer ID # Date

LESSEE

APPROVED:

ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____/_____

Manager, Property Management Section Date

LESSOR

Revised-06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.13 EOA Residential Lease Agreement (1 of 7 Pages)

The Most Current and Approved Letterhead

Name
Address
City State, Zip code

RE:	Project:	_____	Parcel No.:	_____
	Highway:	_____	Agreement No.:	_____
	Section:	_____	Assessor No.:	_____

Dear _____:

The Arizona Department of Transportation must have all occupants residing or doing business on State-owned land do so under terms of a written agreement or lease. Therefore, we have enclosed three (3) original Extended Occupancy Agreements for the residence located at _____, in Phoenix, Arizona, for your review and signature. This Agreement is on a month-to-month basis and becomes effective on the **Close of Escrow** date or the **Order of Immediate Possession date**.

You will have thirty (30) days free rent from that date. After the close of escrow, you will receive a letter stating the Arizona Department of Transportation is in possession of the property, the date your first payment is due, and the prorated amount of your first payment.

The rental rate for the above-referenced property has been established at **$**_____ per month.

All rent is due and payable in advance on or before the first day of each month. All rent payments shall be payable to the Arizona Department of Transportation, Operations Section, 205 South 17th Avenue, Mail Drop 612E, in Phoenix, Arizona 85007. Please reference your **ADOT Parcel Number** _____and your **Rental Agreement Number** _____ with your payment.

Please return all three (3) signed Extended Occupancy Agreements, along with the enclosed contact information form in the self-addressed, postage-paid envelope provided. Your fully executed copy of this agreement will be forwarded to you.

If you should have any questions, please contact your leasing agent _____ at (602) 712-_____ or by mail to 205 South 17th Avenue, Mail Drop 612E, Phoenix, Arizona 85007.

Sincerely,

_____, Manager, R/W Property Management Section

Manager/Typists initials

Enclosures (3)

EXTENDED OCCUPANCY AGREEMENT
FOR OWNERS OF RESIDENTIAL PROPERTIES
AGREEMENT SUMMARY

LESSOR STATE OF ARIZONA by and through its ARIZONA DEPARTMENT OF TRANSPORTATION

Project:		Lessee:	
Highway:			
Section:		Location:	
Parcel:			
Agreement No.:			

1. Term of the Agreement
2. Rental Rate
3. Security Deposit
4. Cancellation Clause
5. Use of Subject Property
6. Repairs of Subject Property
7. Maintenance of Subject Property
8. Untenantable Property due to Damage
9. Right of Entry by Lessor
10. Inspections by Lessor
11. Liability of Lessor
12. Utilities
13. Prior Leases and Agreements
14. Sale of Subject Property by Lessor
15. Transfer of Ownership by Lessor
16. Assignment of Agreement by Lessee
17. Nondiscrimination Regulations
18. Default by Lessee
19. Return of Subject Property to Lessor
20. Addenda
21. Addresses of Lessor and Lessee

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION/RIGHT OF WAY GROUP
PROPERTY MANAGEMENT SECTION

EXTENDED OCCUPANCY AGREEMENT FOR OWNERS OF RESIDENTIAL PROPERTIES

Project:		Agreement No.:	
Highway:		Monthly Rental Payment:	
Section:			
Parcel:			
Assessor No.:			

The State of Arizona, by and through the Arizona Department of Transportation (ADOT), hereinafter referred to as Lessor, does hereby authorize _____, hereinafter referred to as Lessee, to continue to occupy the property located at _____ in _____, Arizona. The residence being leased contains approximately _____ square feet. Said property is more particularly described as _____ records of Maricopa County Arizona.

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Term of the Agreement**

The term of this Agreement will be on a month to month basis, commencing on the **Close of Escrow date** or **Order of Immediate Possession date**. This Agreement is cancelable at any time with the mutual agreement of Lessor and Lessee. Either Party may terminate this Agreement by sending written notice of such action at least thirty (30) days prior to the intended effective date of cancellation.

Lessee may occupy the above-mentioned lands and dwelling on a month-to-month basis until such time as written notice to vacate is received from Lessor for relocation purposes. If Lessee decides to vacate prior to notification, Lessor must be given at least ten (10) calendar days written notice prior to vacating said premises.

2. **Rental Rate**

The monthly rental rate is established at **$_____**. This payment becomes due and payable commencing thirty (30) days after the **Close of Escrow date** or the **Order of Immediate Possession date**. This rental rate is subject to periodic review and adjustment. Lessor agrees to notify Lessee in writing by certified mail thirty (30) days prior to the effective date of any adjustment in the rental rate. Thereafter all payments are due and payable by the first day of each month.

All rental payments shall be paid by check or money order payable to the Arizona Department of Transportation, Right of Way Operations Section, 205 South 17th Avenue, Mail Drop 612E, in Phoenix, Arizona 85007.

If the entire monthly rent payment is not received by the Lessor on or before the seventh day of the month a late fee equal to **5%** of the total outstanding balance shall be assessed to the Lessee. Lessor will accept no partial payments of rent or late fees, and late fees will continue to accrue until all outstanding balances are paid in full. Please reference your **Parcel Number _____ and Agreement Number _____** on all correspondence and checks sent to the Lessor.

Upon termination, Lessor will refund without interest, the unused portion of any prepaid rent. Prorated rents are calculated on a thirty (30) day basis.

3. **Security Deposit**
Lessee agrees to deposit with Lessor, $_____ as a guarantee for faithful performance of the terms and conditions of this Agreement. If at any time Lessee fails to keep and perform all of the terms, covenants and conditions of this Agreement, including the payment of rent, overdue and unpaid, Lessor may, at its sole option, appropriate and apply all or any portion of said security deposit to the payment of any loss, damage, or liens, incurred by Lessor by reason of Lessee's default or breach. Upon termination of this Agreement and Lessee's vacating the premises, Lessor shall return, without interest, said deposit or portion remaining, if any, after deductions for an amount equal to any unpaid rents and or loss and damage sustained by Lessor.

4. **Cancellation Clause**
This Agreement is subject to cancellation by the governor pursuant to A.R.S. 38-511.

5. **Use of Subject Property**
The subject property is for the sole use of Lessee, and shall only be used for the purpose of a _____. Lessee shall make no alteration, addition or improvement or demolition without first obtaining written permission from Lessor. Lessee also agrees to use said property without creating or causing to be created, nuisances or hazards to the public health or safety and also not to use or permit any use of property for any illegal or immoral purpose and to comply with all State laws or local ordinances concerning said property and the use thereof. Lessee further agrees that sidewalks, driveways and passageways shall not be obstructed or used for any purpose other than normal ingress/egress, and no storage of vehicles or parking on any grass or unpaved area shall be permitted.

6. **Repairs of Subject Property**
Lessor will perform repairs and maintenance necessary to keep the subject property in a fit and habitable condition. Lessee is expected to perform minor repairs and maintenance as may from time-to-time be required. Lessee may be reimbursed for maintenance repair on the subject property providing:

a) That said repairs are necessary to keep the premises in a fit and habitable condition;

b) That Lessor fails to perform necessary repairs or maintenance within twenty (20) days of request from Lessee;

c) That unless work is performed by a contractor, reimbursement shall be limited to actual cost of materials;

d) That except for emergency repairs, when Lessor cannot be notified, cost of said work is less than $150.00;

e) That in case of any repairs necessitated by fortuitous events which are needed to preserve the improvements or to enable continued occupancy of the dwelling Lessee must notify the Property Manager. In all cases, the Property Manager will determine to what extent the emergency repairs are permitted. Work will be limited to that necessary to prevent further damage and/or to allow continued occupancy.

7. **Maintenance of Subject Property**
Lessee will keep property in a neat, clean and orderly condition at all times during occupancy, including watering and normal cutting and trimming of shrubs and lawns, and not permit debris to accumulate at any time; not to commit, suffer or permit any waste of said property or any acts to be committed in violation of any laws or ordinances.

8. **Untenantable Property due to Damage**
In the event the property is partially damaged or totally destroyed by fire, flood, accident or acts of God, Lessor shall have the option to repair/rebuild, or terminate this Agreement by delivering written notice of immediate termination to Lessee. If Agreement is terminated, Lessee shall be entitled to a proration of the unused monthly rent. If a portion of the property is rendered untenantable, Lessor shall reduce the rental rate proportionately until repairs have been completed. Lessee may elect to vacate the premises and immediately notify Lessor in writing of such vacation.

9. **Right of Entry by Lessor**
Lessee acknowledges that Lessor's needs and requirements may necessitate survey or preliminary engineering studies; therefore, Lessor specifically reserves a right of entry to the occupied lands at any and all reasonable times.

10. **Inspections by Lessor**
In accordance with the provisions of A.R.S. Section 33-1343, of the Arizona Residential Landlord and Tenant Act, Lessor reserves the right to inspect the premises periodically to determine the general condition and upkeep of the property. Lessor will give Lessee not less than two (2) days notice of such inspection. Lessee will not unreasonably withhold permission for such inspection.

11. **Liability of Lessor**
This Agreement is made upon the express condition that Lessor does not protect or insure against loss of personal property or improvements owned by Lessee and Lessee waives the right to claim damages from Lessor for any damage resulting to said property in the event damaged or destroyed by fire or any other cause which is not the direct result of negligence of Lessor. Lessee further shall hold and save harmless Lessor, or any of its departments, agencies, boards, commissions, agents, or employees from all costs and damages to any person arising out of any injuries or losses caused by Lessee, its agents or employees, licensees, invitees, trespassers, or any third parties willful or negligent act during occupancy of the subject property.

12. **Utilities**
All utilities including but not limited to electric, gas, water, trash collection, telephone and television cable shall be in the name of and paid by Lessee.

13. **Prior Leases and Agreements**
In the event there is any prior or existing lease or rental agreement covering the subject property and dwelling, this Extended Occupancy Agreement shall cancel and terminate said prior lease or rental agreement as of the effective date of this Extended Occupancy Agreement.

14. **Sale of Subject Property by Lessor**
Lessee agrees in the event Lessor desires to sell said property; Lessee will make no claim to prevent such sale. However, said sale shall be subject to the terms and conditions of this Agreement then in effect and nothing in this Agreement shall prevent Lessee from purchasing the property as any other member of the public.

15. Transfer of Ownership by Lessor

Any transfer of ownership of, or right in, the subject property by the Lessor to any other governmental agency shall be conditional to this Agreement.

16. Assignment of Agreement by Lessee

Lessee shall not assign his interest herein, and shall not sublease the aforesaid premises or permit same to be used by any unauthorized person or firm.

17. Nondiscrimination Regulations

Lessee for itself and its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that 1) no person on the grounds of race, color, national origin, sex, familial status, disability, or religion, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities, 2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, familial status, disability, or religion, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, 3) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Agreement and to re-enter and repossess said land and improvements thereon, and hold the same as if said Agreement had never been made or issued.

18. Default by Lessee

In the event of default by Lessee, Lessor shall have all remedies as provided by law. Unless otherwise provided by statute, Lessor or Lessee will pay to the prevailing party court costs and attorney's fees in a reasonable sum in any legal action brought forth.

19. Return of Subject Property to Lessor

Upon vacating, Lessee agrees to leave the premises in as good a condition or better than existed on the day of close of escrow, allowing for ordinary and normal usage, and to reimburse Lessor for any damage done to said property caused by Lessee's occupation or tenancy, other than due to normal use. This tenancy is temporary by reason of the fact that Lessor has acquired the premises for Transportation purposes, and Lessee agrees to vacate said premises at any time within thirty (30) days after receipt of a notice to vacate from Lessor for relocation purposes. Nothing herein shall be deemed a waiver of Lessor's right to demand and obtain possession of said premises in accordance with the law in the event of a violation on part of Lessee of any of the terms or conditions hereof.

20. Addenda

Any addenda to this Extended Occupancy Agreement are by this reference made a part hereof as though fully set forth herein.

21. Addresses of Lessor and Lessee

Any notices to or demand upon either party hereto by the other pursuant to this Extended Occupancy Agreement shall be in writing and shall be delivered in person to the other party or forwarded by certified mail, postage prepaid, addressed as follows:

TO LESSOR AT:	
Arizona Department of Transportation	
Intermodal Transportation Division	
Right of Way Group, Property Management Section	
205 South 17th Avenue, Mail Drop #612E	
Phoenix, Arizona 85007	
(602) 712-7587	Monday-Friday 8am-5pm
(602)	Emergency **only** Phone No.

TO LESSEE AT:	
Name:	
Address	
City, State, Zip	

Your R/W Property Management Section Agent			
Name:		E-Mail:	
Phone No:		Work Hours:	

Or elsewhere, as either party may, from time-to-time designate by written notice to the other.

BY:

_____ _____

Lessee's Signature Lessee's Printed Name/Title

_____ _____

Social Security # or Employer ID # Date

LESSEE

APPROVED:

ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____/_____

Manager, Property Management Section Date

LESSOR

Revised-06/2014

To Return to This Section Exhibits ~ **Click Here**

The Most Current and Approved Letterhead

Name
Address
City, State Zip Code

RE:	Project No:	_____	Parcel No.:	_____
	Highway:	_____	Agreement No.:	_____
	Section:	_____	Assessor No.:	_____

Dear _____:

The Arizona Department of Transportation (ADOT) must have all occupants residing or doing business on State-owned land to do so under terms of a written agreement or lease. Therefore, we have enclosed three (3) copies of the Agricultural Rental Agreement, for the property located at _____, in _____, Arizona, for your review and signature. This Agreement is on a month-to-month basis for up to one (1) year, and becomes effective on _____ and _____ Date.

The monthly base rental rate is established at **$_____** with a **0.5%** privilege tax in the amount of **$_____**, for a total of **$_____**, along with a security deposit of **$_____** and a deposit for Grandfathered Water Rights and Wells of **$_____**. The total amount of **$_____** will be due and payable by check or money order on or before _____. All subsequent payments are due on the first day of each month of occupancy thereafter.

All rent payments shall be payable and mailed to the Arizona Department of Transportation, Right of Way Operations Section, 205 South 17th Avenue, Mail Drop 612E, in Phoenix, Arizona 85007. Please reference the **ADOT Parcel Number _____** and your **Rental Agreement Number CRA-_____** with your payment.

You must also provide a "**Certificate of Insurance**" with the correct coverage as specified in Section (17) "Liability Insurance by Lessee". Please have your insurance carrier specify the property on the certificate with the **ADOT Parcel** and your **Rental Agreement Number CRA** _____.

Please sign and return all copies of the Agreements where indicated. Your fully executed copy will be delivered to you for your reference.

Should you have any questions, please don't hesitate to contact your Right of Way Leasing Agent _____ by mail at 205 South 17th Avenue, Mail Drop 612E, Phoenix, Arizona 85007 or by telephone at (602) _____.

Sincerely,

Manager
Property Management Section
Enclosures (3)

RENTAL AGREEMENT SUMMARY
FOR AGRICULTURAL LANDS

LESSOR STATE OF ARIZONA by and through its ARIZONA DEPARTMENT OF TRANSPORTATION

Parcel No.:		Agreement No.:	**CRA-**
Lessee(s):			
Water User's Assessment District:			

1. Term of the Agreement
2. Rental Rate
3. Security Deposit
4. Deposits for Grandfathered Water Rights and Wells
5. Terms and Conditions for the Grandfathered Water Rights and Wells
6. Cancellation Clause
7. Use of Subject Property
8. Improvements to Subject Property
9. Compliance with Environmental Laws
10. Zoning and Permits Required
11. Maintenance of Subject Property
12. Mechanics Liens
13. Untenantable Property Due to Damage
14. Right of Entry by Lessor
15. Inspections and Testing by Lessor
16. Liability of Lessor
17. Liability Insurance by Lessee
18. Environmental Waste Indemnification by Lessee
19. Pesticides and Fertilizers
20. Utilities
21. Prior Leases and Agreements
22. Relocation Provisions
23. Sale of Subject Property by Lessor
24. Transfer of Ownership by Lessor
25. Assignment of Agreement by Lessee
26. Nondiscrimination Regulations
27. Default by Lessee
28. Termination for Hazardous Waste
29. Return of Subject Property to Lessor
30. Personal Property and Improvements of Lessee
31. Addenda
32. Addresses of Lessor and Lessee

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION/RIGHT OF WAY GROUP
PROPERTY MANAGEMENT SECTION

RENTAL AGREEMENT FOR AGRICULTURAL LANDS			
Project:		Parcel No.:	
Highway:		Agreement No.:	
Section:		Assessor No.:	
Groundwater Right No.:		Well No.:	
Lessee(s):			
Location:			
Privilege Tax:		Base Rental Payment:	
Security Deposit:		Assessment Deposit:	$
Water User's Assessment District:			

The State of Arizona, by and through the Arizona Department of Transportation (ADOT), referred to as Lessor, does hereby authorize _____, hereinafter referred to as Lessee, to lease the property located at the _____, in the city of _____, Arizona, and contains approximately ____ acres. Said property is more particularly described as _____.

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Term of the Agreement**
The term of this Rental Agreement shall be on a month-to-month basis commencing on _____. This Agreement is cancelable at anytime with the mutual agreement of Lessor and Lessee. Furthermore, Lessee agrees that should Lessor require the property for transportation purposes Lessor may terminate this Agreement by sending written notice of such action thirty (30) days prior to the intended date of cancellation.

2. **Rental Rate**
The monthly rental rate is established at **$**_____, with a **0.5%** privilege tax in the amount of **$**_____, for a total monthly payment of **$**_____. The rental rate is subject to periodic review and adjustment. Lessor agrees to notify Lessor in writing by certified mail thirty (30) days prior to the effective date of any adjustment in the rental rate. The initial rent payment shall be due and payable thirty (30) days after the **Close of Escrow** or **Order of Immediate Possession**. Thereafter, the monthly rent payment shall be due and payable by the first day of each month.

All rental payments shall be paid by check or money order payable to the Arizona Department of Transportation (ADOT), Right of Way Operations Section, 205 South 17th Avenue, Mail Drop 612E, Phoenix, Arizona 85007.

If the entire monthly rent payment is not received by the Lessor on or before the seventh day of the month a late fee equal to **5%** of the total outstanding balance shall be assessed to the Lessee. Lessor will accept no partial payments of rent or late fees and late fees will continue to accrue until all outstanding balances are paid in full. Please reference the **ADOT Parcel Number** _____ and **your Agreement Number CRA-**_____ on all correspondence and checks sent to the Lessor.

Upon termination, Lessor will refund without interest, the unused portion of any prepaid rent. Prorated rents are calculated on a thirty (30) day basis.

3. **Security Deposit**
Lessee agrees to deposit with Lessor **$_____** as a guarantee for faithful performance of the terms and conditions of this Agreement. If at any time Lessee fails to keep and perform all of the terms, covenants and conditions of this Agreement, including the payment of rent, overdue and unpaid, Lessor may, at its sole option, appropriate and apply all or any portion of said security deposit to the payment of any loss, damage, or liens incurred by Lessor by reason of Lessee's default or breach. Upon termination of this Agreement and Lessee's vacating the premises, Lessor shall return, without interest, said deposit or portion remaining, if any, after deductions for an amount equal to any unpaid rents, and/or loss and damage sustained by Lessor.

4. **Deposits for Grandfathered Water Rights and Wells**
A deposit in the amount of **$_____** will be added to the first rental payment along with the security deposit in the event that Lessee fails to pay the assessments or any fees associated with the use or misuse of the Irrigation Grandfather Water Rights. The amount of deposit is determined by a combination of the per acre-foot rate charged by the Water Users Association and a portion of the rental rate. This deposit is fully refundable at the termination of the lease agreement upon evidence that all fees and or fines have been fully paid.

5. **Terms and Conditions for the Grandfathered Water Rights and Wells**
As the owner of property containing grandfathered water rights and/or wells, ADOT is subject to the statutes as set by the Arizona Department of Water Resources. Lessee does hereby agree to abide by these same statutes, along with the terms and conditions as set by the ADOT Right of Way, Property Management Section (ATTACHMENT "A").

6. **Cancellation Clause**
This Agreement is subject to cancellation by the Governor pursuant to A.R.S. 38-511.

7. **Use of Subject Property**
The property is for the sole use of Lessee, and shall only be used for the authorized purpose of _____, and said use shall be operated in accordance with prevailing standards and criteria established therefore by the applicable governing agencies and without creating or causing to be created, nuisances or hazards to the public health or safety or interfering with the rights of business activities of other tenants. This shall be the only use permitted on this site during the term of this Agreement. Lessee further agrees not to use or permit any use of property for any illegal or immoral purpose and to comply with all State laws or local ordinances concerning said property and the use thereof. Lessee agrees to immediately notify Lessor of any change in Lessee's operation on the premises that will change, or has the potential to change, Lessee's or Lessor's obligations or liabilities Section (9) "Compliance with Environmental Laws."

8. **Improvements to Subject Property**
If Lessee desires to construct improvements on the subject property, Lessee shall first submit a request in writing to Lessor. Said request shall include all construction plans for the proposed project. Lessee shall have written permission from Lessor prior to the start of any said construction. On or before termination of this Agreement, Lessee at Lessee's expense shall remove any and all improvements placed on said parcel by Lessee. Lessee shall also remove any and all improvements placed on subject property

by Lessee. If removal of said improvements defaces the subject property, Lessee at Lessee's expense, shall be responsible for replacing or repairing any damage caused by such removal prior to termination of this Agreement. Should Lessee desire to abandon the improvements and Lessor does not object to said abandonment, the improvements shall become the sole and separate property of Lessor at no cost to Lessor.

9. Compliance with Environmental Laws

Lessee shall, at Lessee's own expense, comply with all present and hereinafter enacted environmental laws and any amendments thereto, affecting Lessee's operation on the leased premises. Lessee shall immediately notify Lessor should it receive any correspondence or communication from any governmental entity regarding the application of environmental laws to the premises or Lessee's operation on the premises. Any environmental assessments, studies, or audits known by Lessor, may be disclosed to third parties as a result of public disclosure laws, and will be disclosed to other state and federal agencies that are concerned with the enforcement of environmental laws and regulations.

10. Zoning and Permits Required

Lessee shall obtain proper zoning clearance and/or building permits from all governmental agencies having jurisdiction over subject property prior to the start of activities as detailed in Section (8) "Improvements to Subject Property". Copies of the documents shall be provided to Lessor by Lessee, and shall include copies of construction plans as approved by the local governmental agencies having jurisdiction. Lessee further agrees that said zoning clearance and/or building permits shall be obtained by Lessee at no cost to Lessor.

11. Maintenance of Subject Property

Lessee agrees to maintain leased property in a neat, clean and orderly condition at all times during occupancy, and not permit debris to accumulate at any time; not to commit, suffer or permit any waste of said property or any acts to be committed in violation of any laws or ordinances.

12. Mechanics Liens

Lessee shall keep the property free from any liens arising from work performed, materials furnished or obligations incurred by Lessee and shall indemnify, hold harmless and defend Lessor from any liens and encumbrances arising from any work performed or materials furnished by or at the direction of Lessee. Upon completion of any approved construction activity, copies of signed lien waivers shall be supplied to Lessor by Lessee.

13. Untenantable Property Due to Damage

In the event the land itself is partially damaged or totally destroyed by flood, accident or acts of God, Lessor shall have the option to repair/restore said land or terminate this Agreement by delivering written notice of immediate termination to Lessee. If this Agreement is terminated, Lessee shall be entitled to a proration of the unused rent. If any portion of the property is rendered untenantable, Lessor may elect to reduce the Rental rate proportionately until the property has been restored.

14. Right of Entry by Lessor

Lessee acknowledges that Lessor's needs and requirements may necessitate survey or preliminary engineering studies; therefore, Lessor specifically reserves a right of entry to the occupied lands at any and all reasonable times.

15. Inspections and Testing by Lessor

Lessor reserves the right to inspect the premises periodically to determine the general condition and upkeep of the property. It is also agreed that Lessor or its contractors, shall have the right at any time during regular business hours to come on the premises to visually inspect for hazardous waste, and other pollutants; and may test for such hazardous waste, or other pollutants, at any time it reasonably believes hazardous waste or pollutants are on the premises. Lessor will give Lessee not less than two (2) days notice of such inspections. Lessee will not unreasonably withhold permission for such inspections. In the event Lessor determines to test, it or its contractor may come on the premises during regular business hours, but shall have the right to do its testing during or after regular business hours. The testing procedures shall not unreasonably interfere with Lessee's operation. The result of visual inspection on testing's will be disclosed in accordance with Section (9) "Compliance with Environmental Laws".

16. Liability of Lessor

This Agreement is made upon the express condition that Lessor does not protect or insure against loss of personal property or improvements owned by Lessee and Lessee waives the right to claim damages from Lessor for any damage resulting to said property in the event damaged or destroyed by fire or any other cause which is not the direct result of negligence of Lessor. Lessee further shall hold and save harmless Lessor, or any of its departments, agencies, boards, commissions, agents, or employees from all costs and damages to any person arising out of any injuries or losses caused by Lessee, its agents or employees, licensees, invitees, trespassers, or any third parties willful or negligent act during occupancy of the subject property.

17. Liability Insurance by Lessee

a. INDEMNIFICATION:

Lessee 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 Lessee or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Lessee's occupancy and use of the Leased Premises. 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 Lessee from and against any and all claims. It is agreed that Lessee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the Lessee is/are an agency, board, commission or university of the State of Arizona.

b. INSURANCE REQUIREMENTS:

Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Lease. Should the Lessee fail to maintain continuous liability insurance, this Agreement shall terminate.

The insurance requirements herein are minimum requirements for this Lease and in

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

1. MINIMUM SCOPE and LIMITS of INSURANCE: Lessee shall provide coverage with limits of liability not less than those stated below.

(a) Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Blanket Contractual Liability – Written and Oral	$1,000,000
Fire Damage (Any one fire)	$ 500,000

(1) The policy shall be endorsed to include the following 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 insured's with respect to liability arising out of the use and/or occupancy of the property subject to this Lease.

(2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

(b) Property Insurance – coverage on the building is only required if the lessee is the sole occupant/owner of the building.

Coverage on Lessee's Personal Property	Replacement Value
Coverage on building (if Lessee is sole occupant)	Replacement Value

(1) Property insurance shall be written on an "all risk, replacement cost coverage, including coverage for flood and earth movement.

(2) If property coverage on the building is required, "the State of Arizona (and the respective agency or university) shall be named as a loss payee".

(3) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Lessee.

This agreement is made upon the expressed condition that Lessor does not protect or insure against loss of personal property or improvements owned by Lessee and Lessee waives the right to claim damages form Lessor for any damage resulting to said property in the event that property is damaged or destroyed by fire or any other perils which is not a direct result of negligence by Lessor.

(c) Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

(1) The policy shall be endorsed to include the following 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 insured's with respect to liability arising out of the activities performed by or on behalf of the Lessee, involving automobiles owned, leased, hired or borrowed by the Lessee."

(2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

(d) Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory Employers' Liability
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

(1) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

2. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

(a) The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Lessee, even if those limits of liability are in excess of those required by this Lease.

(b) The Lessee's insurance coverage shall be primary insurance with respect to all other available sources.

(c) Coverage provided by the Lessee shall not be limited to the liability assumed under the indemnification provisions of this Lease.

3. NOTICE OF CANCELLATION: With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

4. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less that A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Lessee from potential insurer insolvency.

5. VERIFICATION OF COVERAGE: Lessee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. 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 lease term commences. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the Agreement and must remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of the Agreement.

All certificates required by this Agreement shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona Department, lease agreement number and location description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

6. APPROVAL: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

7. EXCEPTIONS: In the event the Lessee is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Lessee is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Lessee or Lessee's Insurance Company shall furnish Lessor with a

"Certificate of Insurance" for the above-mentioned amounts, upon execution of this agreement. This certificate should state ADOT'S Parcel Number _____ and Rental Agreement Number _____.

18. Environmental Waste Indemnification by Lessee

Lessee shall indemnify and hold harmless Lessor, its employees, and agents from and against any and all loss, damage, and expense (including, but not limited to, reasonable investigation, legal fees, and expenses) including, but not limited to, any claim or action for injury, liability, or damage to persons or property, and any and all claims or actions brought by any person, firm, governmental body, or other entity, alleging or resulting from or arising from or in connection with contamination of, or adverse effects on the environment, or violation of any environmental law or other statute, ordinance, rule, regulation, judgment, or order of any government or judicial entity, and from and against any damages, liabilities, costs, and penalties assessed as a result of any activity or operation on the property during the term of this Agreement. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under Section (9) "Compliance with Environmental Laws" for any action that occurred on the property. Lessee's failure to abide by the terms of this paragraph shall be restrainable by injunction.

19. Pesticides and Fertilizers

Lessee shall use only those pesticides and/or fertilizers approved by applicable governing agencies.

20. Utilities

Any and all utilities required by Lessee shall be in the name of and paid by Lessee.

21. Prior Leases and Agreements

In the event there is any prior or existing lease or rental agreement covering the subject property and improvements, this Agreement shall cancel and terminate said prior lease or rental agreement as of the effective date of this Agreement.

22. Relocation Provisions

Notwithstanding anything to the contrary, this Agreement is not subject to the provisions of A.R.S. 28-7141, et seq. and rules promulgated thereunder and 42 U.S.C. 4601-4639 and regulations promulgated thereunder both as now existing or as may hereafter be amended during the Lessor provided for the herein referenced statutes and regulations.

23. Sale of Subject Property by Lessor

Lessee agrees in the event Lessor desires to sell said property; Lessee will make no claim to prevent such sale. However, said sale shall be subject to the terms and conditions of this Agreement then in effect and nothing in this Agreement shall prevent Lessee from purchasing the property as any other member of the public.

24. Transfer of Ownership by Lessor

Any transfer of ownership of, or rights in, the subject property by the Lessor to any other governmental agency shall be conditional to this Agreement.

25. Assignment of Agreement by Lessee

Lessee shall not assign its interest herein, and shall not sublease the aforesaid premises or permit same to be used by any unauthorized person or firm.

26. Nondiscrimination Regulations

Lessee for itself and its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that 1) no person on the grounds of race, color, creed, sex, age, religion or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, 2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, creed, sex, age, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, 3) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Agreement and to re-enter and repossess said land and hold the same as if said Agreement had never been made or issued.

27. Default by Lessee

Should Lessee fail to maintain continuous liability insurance, this Agreement shall terminate immediately. Should Lessee default on any other term or condition, specifically failure to submit the rental payment as specified, the Agreement shall terminate in thirty (30) days. In the event of default by Lessee, Lessor shall have all remedies as provided by law. Unless otherwise provided by statute, Lessor or Lessee will pay to the prevailing party, court costs and attorneys' fees in a reasonable sum in any legal action brought forth.

28. Termination for Hazardous Waste

Should Lessor have reasonable grounds to believe hazardous waste, or other pollutants, are being manufactured, stored, or dumped on the premises; Lessor may at its discretion terminate this Agreement on fifteen (15) days notice. Termination does not relieve Lessee of its liability or responsibility to clean up, including appropriate consulting costs, the hazardous waste or pollutants. In the event of termination under this clause, Lessor shall not be required to return prepaid rents or security deposits but may hold them to apply against clean up costs incurred by Lessor. Rent due, or paid, shall be prorated as of the date of termination.

29. Return of Subject Property to Lessor

Upon vacating, Lessee agrees to leave the premises in the same condition or better than existed on the first day of occupancy, allowing for ordinary and normal usage, and to reimburse Lessor for any damage done to said property caused by Lessee's occupation or tenancy, other than due to normal use. This tenancy is temporary by reason of the fact that Lessor has acquired the premises for transportation purposes, and Lessee agrees to vacate said premises at any time within thirty (30) days after receipt of a notice to vacate from Lessor. Nothing herein shall be deemed a waiver of Lessor's right to demand and obtain possession of said premises in accordance with the law in the event of a violation on part of Lessee of any of the terms or conditions hereof.

30. Personal Property and Improvements of Lessee

Lessee owns and may remove upon termination of this Agreement, the following items:

31. Addenda

Any addenda to this Agricultural Rental Agreement are by this reference made a part hereof as though fully set forth therein.

31. Addresses of Lessor and Lessee

Any notices to or demand upon either party hereto by the other pursuant to this Agreement shall be in writing and shall be delivered in person to the other party or forwarded by certified mail, postage prepaid, addressed as follows:

TO LESSOR AT:	
Arizona Department of Transportation	
Intermodal Transportation Division	
Right of Way Group, Property Management Section	
205 South 17th Avenue, Mail Drop 612E	
Phoenix, Arizona 85007	
(602) 712-7587	Monday-Friday 8am-5pm
(602)	Emergency **only** Phone No.

TO LESSEE AT:	
Name:	
Address	
City, State, Zip	

Your R/W Property Management Section Agent			
Name:		E-Mail:	
Phone No:		Work Hours:	

Or elsewhere, as either party may, from time-to-time designate by written notice to the other.

BY:

_____ _____

Lessee's Signature Lessee's Printed Name/Title

_____ _____

Social Security # or Employer ID # Date

LESSEE

APPROVED:

ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____/_____

Manager, Property Management Section Date

LESSOR

Revised-06/2014

ATTACHMENT "A"

Parcel No.:		Agreement No.:	
Lessee(s):			

Procedures for
ADOT Water Rights Management Program

The State of Arizona, by and through its Arizona Department of Water Resources (ADWR) sets the policies and procedures for obtaining water used outside of the public water systems.

Right of Way Property Management Section, as the Administrator of the Irrigation Grandfathered Water Rights and Wells on ADOT-owned property has developed the following policies and procedures to assist its Lessee's:

Annual Water Withdrawal and Use Form:

The "Annual Water Withdrawal and Use form", is provided by ADWR to be used in conjunction with the Water Users' District "Use Report". Even if no groundwater is used, the completed form must be postmarked no later than March 31, and mailed to ADWR. Lessee shall provide a copy of the completed form to the R/W Property Management Section Right of Way Agent.

ADWR will notify ADOT and impose a fine for each month late, if a report was not received. ADOT will forward this fine to the Lessee and notify the Lessee that the lease may be terminated.

Lessee's Initials Agreement: _____

Assessments by Water Users' Association's:

The yearly assessments on property with water rights are used by the Water Users' Association's and or ADWR for the operation and maintenance of canals, laterals (small ditches) and machinery such as pumping equipment, and broken pipes, etc.

The assessments are based on a per acre rate which is established by each association. The rates are not set and may vary per district per year, depending on their needs. Lessee may be billed directly by the Irrigation District or through ADOT.

The first half assessments are due on October 1st and delinquent after November 3rd. The second half taxes are due by March 1st and delinquent after May 3rd. Lessee shall remit a copy of the payment to the R/W Agent.

Lessee's Initials Agreement: _____

Water Delivery Fees:

Water Users' Associations may charge a Delivery Fee, which is the annual administrative cost of servicing an active irrigation account. The fees may vary from district to district, however the fee is required before any waters will be delivered. The fee is usually a flat fee for the delivery and an additional per acre foot fee for the administrative costs, e.g., new accounts, name changes, etc.

ATTACHMENT "A" (Continued)

Wells:

Well on ADOT-owned properties are inspected and may be tested by the ADOT Environmental Group for possible contaminants before and after a property is leased. Should the property be found contaminated after the expiration/termination of a lease agreement, Lessee may be held accountable as stated in the Section (13) "Environmental Waste Indemnification by Lessee", of this Lease Agreement.

If you find an undisclosed well on this property, please notify your Leasing Agent immediately.

Lessee's Initials Agreement: _____

Non-Exempt Wells:

The Arizona Department of Water Resources (ADWR) requires an annual report for water usage on non-exempt wells. Based on historical usage the ADWR has assigned five (5) to seven (7) acre-feet of water to each acre, depending on the crop.

The well associated with this property, **55-**_____ is estimated to use (_____) ± acre-feet of water, based on this figure ADOT will require **$**_____ as a deposit to ensure proper reporting and the payment of any fees associated with the use of this well, and is refundable subject to the terms under paragraph 4 of your lease agreement.

_____ _____
Lessee Initials of Agreement Date

Maximum Annual Groundwater Allotment:

The **maximum annual groundwater allotment** is the maximum amount of water that may be used in any year to irrigate the irrigation acres associated with the Irrigation Grandfathered Right pursuant to A.R.S. § 45-465.

Irrigation Grandfathered Water Right: No. _____
Irrigation Acres: _____
Maximum Annual Groundwater Allotment: _____

_____ _____
Lessee Initials of Agreement Date

Should the maximum allotment allowed be exceeded, Lessee will be required to purchase replacement credits through ADWR according to A.R.S. § 45-467(O), which enables Irrigation Grandfathered Right holders within irrigation districts to reduce their flexibility account debits by purchasing and/or conveying flexibility account credits from other Irrigation Grandfathered Right holders within the same irrigation district.

a. The R/W Agent will advise Lessee to contact ADWR and correct the situation. **Lessee's lease agreement may be terminated if the situation is not corrected or occurs again**.

b. ADWR will have a list of right holders within the Lessee's irrigation district that have excess credits who may wish to sell or convey upon request.

c. Lessee will be responsible for the fines assessed by ADWR.

d. It is the Lessees obligation to show proof to ADOT when the credits have been replaced.

Direct Counter Cyclical Program:

The United States Department of Agriculture (USDA) Farm Service Agency (FSA) Direct Counter Cyclical Program subsidizes certain program crops that are associated with the land. In order to participate in this program, the Lessee (operator) is responsible for maintaining the land according to the USDA program regulations.

The farm bill requires the owners of the land to sign the Base and Yield Election form before the (Lessee) operator can benefit from the FSA program. However the program is set up for the operators only, and as owner, ADOT is not entitled to these benefits.

a. FSA has approved the following language that will allow the ADOT-Lessee to receive their earned benefits:

"This statement will allow the operator/tenant of the ADOT owned property to be put into combination or to be farmed separate for the length of the lease."

Attachment "A"
Updated 06/2014

The Most Current and Approved Letterhead

Name
Address
City, State Zip Code

RE:	Project No:	_____	Parcel No.:	_____
	Highway:	_____	Agreement No.:	_____
	Section:	_____	Assessor No.:	_____

Dear _____:

The Arizona Department of Transportation must have all occupants residing or doing business on State-owned land do so under terms of a written agreement or lease. Therefore, we have enclosed three (3) original Extended Occupancy Agreements for the property located _____, in _____ City, State, for your review and signature.

The annual base rental rate is established at **$_____** with a **0.5%** privilege tax in the amount of **$_____** for a total of **$_____** along with a deposit for Grandfathered Water Rights and Wells is in the amount of **$_____.** The total amount of **$_____** will be due and payable by check or money order thirty (30) days after the Close of Escrow or the Order of Immediate Possession date. All subsequent payments shall be payable yearly on or before the first day of each year of occupancy.

Rental payments are due and payable to the Arizona Department of Transportation (ADOT), Right of Way Operations Section, 205 South 17th Avenue, Mail Drop 612E, in Phoenix, Arizona 85007. Please reference your ADOT parcel number _____ and your rental agreement number _____ with your payment.

You must also provide a "**Certificate of Insurance"** with the correct coverage as specified in Section (17) "Liability of Lessor" listing the Arizona Department of Transportation as Additional Insured and identifying the property with the **ADOT Parcel Number** _____ and **Rental Agreement Number** _____.

Please return all three (3) signed Extended Occupancy Agreements, along with the enclosed contact information form in the self-addressed, postage-paid envelope provided. Your fully executed copy of this agreement will be forwarded to you.

Should you have any questions, please don't hesitate to contact your Right of Way Leasing Agent _____ by mail at 205 South 17th Avenue, Mail Drop 612E, Phoenix, Arizona 85007 or by telephone at (602) _____.

Sincerely,

Manager
Property Management Section
Enclosures (3)

EXTENDED OCCUPANCY AGREEMENT
FOR TENANT OF AGRICULTURAL LANDS

LESSOR **STATE OF ARIZONA by and through its** **ARIZONA DEPARTMENT OF TRANSPORTATION**

Parcel No.:		Agreement No.:	**CRA-**
Lessee(s):			
Water User's Assessment District:			

1. Term of the Agreement
2. Rental Rate
3. Security Deposit
4. Deposits for Grandfathered Water Rights and Wells
5. Terms and Conditions for the Grandfathered Water Rights and Wells
6. Cancellation Clause
7. Use of Subject Property
8. Future Crop Plantings and Lessor Approval
9. Improvements to Subject Property
10. Compliance with Environmental Laws
11. Zoning and Permits Required
12. Maintenance of Subject Property
13. Mechanics Liens
14. Untenantable Property Due to Damage
15. Right of Entry by Lessor
16. Inspections and Testing by Lessor
17. Liability of Lessor
18. Liability Insurance by Lessee
19. Environmental Waste Indemnification by Lessee
20. Pesticides and Fertilizers
21. Utilities
22. Prior Leases and Agreements
23. Sale of Subject Property by Lessor
24. Transfer of Ownership by Lessor
25. Assignment of Agreement by Lessee
26. Nondiscrimination Regulations
27. Default by Lessee
28. Termination for Hazardous Waste
29. Return of Subject Property to Lessor
30. Personal Property and Improvements of Lessee
31. Addenda
32. Addresses of Lessor and Lessee

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION/RIGHT OF WAY GROUP
PROPERTY MANAGEMENT SECTION

EXTENDED OCCUPANCY AGREEMENT FOR TENANT OF AGRICULTURAL LANDS

Project:		Parcel No.:	
Highway:		Agreement No.:	
Section:		Assessor No.:	
Groundwater Right No.:		Well No.:	
Lessee(s):			
Location:			
Privilege Tax:		Base Rental Payment:	
Security Deposit:		Assessment Deposit:	$
Water User's Assessment District:			

The State of Arizona, by and through the Arizona Department of Transportation (ADOT), referred to as Lessor, does hereby authorize _____ hereinafter referred to as Lessee, to lease the property located along the _____, and contains approximately ____ acres. Said property is more particularly described as _____ and as shown on the attached Exhibit "A".

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Term of the Agreement**
The term of this Rental Agreement is on a month-to-month basis, commencing on **the Close of Escrow date or Order of Immediate Possession date**. This Agreement is cancelable at anytime with the mutual agreement of Lessor and Lessee. Furthermore, Lessee agrees that should Lessor require the property for transportation purposes, Lessor may terminate this Agreement by sending written notice of such action at least one-hundred eighty (180) days prior to the intended effective date of cancellation.

2. **Rental Rate**
The annual rental rate is established at $_____ with a 0.5% privilege tax in the amount of $_____ for a total annual payment of $_____. The rental rate is subject to periodic review and adjustment. Lessor agrees to notify Lessee in writing by certified mail thirty (30) days prior to the effective date of any adjustment in the rental rate. The initial rent payment shall be due and payable thirty days (30) after the **Close of Escrow date or Order of Immediate Possession date**. Thereafter, the Annual rent payment shall be due and payable yearly on or before the first day of each year of occupancy. Rental payments shall be paid by check or money order payable to the Arizona Department of Transportation (ADOT), Right of Way Operations Section, 205 South 17th Avenue, Mail Drop 612E, in Phoenix, Arizona 85007.

If the entire annual rent payment is not received by the Lessor on or before the seventh day of the month, a late fee equal to 5% of the total outstanding balance shall be assessed to the Lessee. Lessor will accept no partial payments of rent or late fees and late fees will continue to accrue until all outstanding balances are paid in full. Please reference Parcel Number _____ and Agreement Number _____ on all correspondence and checks sent to the Lessor. Upon termination, Lessor will refund,

without interest, the unused portion of any prepaid rent. Prorated rents are calculated on a thirty (30) day basis.

3. **Security Deposit**
Lessee agrees to deposit with Lessor, $_____ as a guarantee for faithful performance of the terms and conditions of this Agreement. If at any time Lessee fails to keep and perform all of the terms, covenants and conditions of this Agreement, including the payment of rent, overdue and unpaid, Lessor may, at its sole option, appropriate and apply all or any portion of said security deposit to the payment of any loss, damage, or liens incurred by Lessor by reason of Lessee's default or breach. Upon termination of this Agreement and Lessee's vacating the premises, Lessor shall return, without interest, said deposit or portion remaining, if any, after deductions for an amount equal to any unpaid rents and or loss and damage sustained by Lessor.

4. **Deposits for Grandfathered Water Rights and Wells**
A deposit in the amount of $_____ will be added to the first rental payment along with the security deposit in the event that Lessee fails to pay the assessments or any fees associated with the use or misuse of the Irrigation Grandfather Water Rights. The amount of deposit is determined by a combination of the per acre-foot rate charged by the Water Users' Association and a portion of the rental rate. This deposit is fully refundable at the termination of the lease agreement upon evidence that all fees and or fines have been fully paid.

5. **Terms and Conditions for the Grandfathered Water Rights and Wells**
As the owner of property containing grandfathered water rights and/or wells, ADOT is subject to the statutes as set by the Arizona Department of Water Resources. Lessee does hereby agree to abide by these same statutes, along with the terms and conditions as set by the Arizona Department of Transportation, Right of Way Property Management Section (ATTACHMENT "A").

6. **Cancellation Clause**
This Agreement is subject to cancellation by the Governor pursuant to A.R.S. 38-511.

7. **Use of Subject Property**
The property is for the sole use of Lessee, and shall only be used for the authorized purpose of _____, and said use shall be operated in accordance with prevailing standards and criteria established therefore by the applicable governing agencies and without creating or causing to be created, nuisances or hazards to the public health or safety or interfering with the rights of business activities of other tenants. This shall be the only use permitted on this site during the term of this Agreement. Lessee further agrees not to use or permit any use of property for any illegal or immoral purpose and to comply with all State laws or local ordinances concerning said property and the use thereof. Lessee agrees to immediately notify Lessor of any change in Lessee's operation on the premises that will change, or has the potential to change, Lessee's or Lessor's obligations or liabilities under the "Compliance with Environmental Laws."

8. **Future Crop Plantings and Lessor Approval**
Lessee agrees that, prior to any crop plantings or preparations in advance of planting from which a material expense shall be incurred, Lessee shall provide Lessor with a written schedule of such activities, planting dates and harvesting dates. Lessor shall have the right to approve/deny any such activities, plantings and harvesting schedules, which shall not be unreasonably withheld. Lessee agrees and acknowledges that without

such written approval, Lessor shall have no obligation to pay Lessee any crops not harvested prior to the expiration/cancellation of this lease.

9. **Improvements to Subject Property**
If Lessee desires to construct improvements on the subject property, Lessee shall first submit a request in writing to Lessor. Said request shall include all construction plans for the proposed project. Lessee shall have written permission from Lessor prior to the start of any said construction. On or before termination of this Agreement, Lessee at Lessee's expense shall remove any and all improvements placed on said parcel by Lessee. Lessee shall also remove any and all improvements placed on subject property by Lessee. If removal of said improvements defaces the subject property, Lessee at Lessee's expense, shall be responsible for replacing or repairing any damage caused by such removal prior to termination of this Agreement. Should Lessee desire to abandon the improvements and Lessor does not object to said abandonment, the improvements shall become the sole and separate property of Lessor at no cost to Lessor.

10. **Compliance with Environmental Laws**
Lessee shall, at Lessee's own expense, comply with all present and hereinafter enacted environmental laws and any amendments thereto, affecting Lessee's operation on the leased premises. Lessee shall immediately notify Lessor should it receive any correspondence or communication from any governmental entity regarding the application of environmental laws to the premises or Lessee's operation on the premises. Any environmental assessments, studies, or audits known by Lessor, may be disclosed to third parties as a result of public disclosure laws, and will be disclosed to other state and federal agencies that are concerned with the enforcement of environmental laws and regulations.

11. **Zoning and Permits Required**
Lessee shall obtain proper zoning clearance and/or building permits from all governmental agencies having jurisdiction over subject property prior to the start of activities as detailed in Section (9) "Improvements to Subject Property". Copies of the documents shall be provided to Lessor by Lessee, and shall include copies of construction plans as approved by the local governmental agencies having jurisdiction. Lessee further agrees that said zoning clearance and/or building permits shall be obtained by Lessee at no cost to Lessor.

12. **Maintenance of Subject Property**
Lessee agrees to maintain leased property in a neat, clean and orderly condition at all times during occupancy, and not permit debris to accumulate at any time; not to commit, suffer or permit any waste of said property or any acts to be committed in violation of any laws or ordinances.

13. **Mechanics Liens**
Lessee shall keep the property free from any liens arising from work performed, materials furnished or obligations incurred by Lessee and shall indemnify, hold harmless and defend Lessor from any liens and encumbrances arising from any work performed or materials furnished by or at the direction of Lessee. Upon completion of any approved construction activity, copies of signed lien waivers shall be supplied to Lessor by Lessee.

14. **Untenantable Property Due to Damage**
In the event the land itself is partially damaged or totally destroyed by flood, accident or acts of God, Lessor shall have the option to repair/restore said land or terminate this

Agreement by delivering written notice of immediate termination to Lessee. If this Agreement is terminated, Lessee shall be entitled to a proration of the unused rent. If any portion of the property is rendered untenantable, Lessor may elect to reduce the Rental rate proportionately until the property has been restored.

15. Right of Entry by Lessor

Lessee acknowledges that Lessor's needs and requirements may necessitate survey or preliminary engineering studies; therefore, Lessor specifically reserves a right of entry to the occupied lands at any and all reasonable times.

16. Inspections and Testing by Lessor

Lessor reserves the right to inspect the premises periodically to determine the general condition and upkeep of the property. It is also agreed that Lessor or its contractors, shall have the right at any time during regular business hours to come on the premises to visually inspect for hazardous waste, and other pollutants; and may test for such hazardous waste, or other pollutants, at any time it reasonably believes hazardous waste or pollutants are on the premises. Lessor will give Lessee not less than two (2) days notice of such inspections. Lessee will not unreasonably withhold permission for such inspections. In the event Lessor determines to test, it or its contractor may come on the premises during regular business hours, but shall have the right to do its testing during or after regular business hours. The testing procedures shall not unreasonably interfere with Lessee's operation. The results of visual inspection on testing's will be disclosed in accordance with Section (10) "Compliance with Environmental Laws".

17. Liability of Lessor

This Agreement is made upon the express condition that Lessor does not protect or insure against loss of personal property, improvements or any emblements owned by Lessee or related in any way to any sublease of the subject property and lessee waives the right to claim damages from Lessor for any damage resulting to said property in the event damaged or destroyed by fire or any other cause which is not the direct result of negligence of Lessor, including, but not limited to, crop loss directly or indirectly resulting from termination of this Extended Occupancy Agreement by Lessor. Lessee further shall hold and save harmless Lessor, or any of its departments, agencies, boards, commissions, agents, or employees from all costs and damages to any person arising out of any injuries or losses caused by Lessee its agents or employees' licensees, invitees, trespassers, sub lessees, or any third parties willful or negligent act during occupancy of the subject property.

18. Liability Insurance by Lessee

a. INDEMNIFICATION:

Lessee 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 Lessee or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Lessee's occupancy and use of the Leased Premises. 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 Lessee from and against any and all claims. It is agreed that Lessee will be responsible

for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the Lessee is/are an agency, board, commission or university of the State of Arizona.

b. INSURANCE REQUIREMENTS:

Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Lease. Should the Lessee fail to maintain continuous liability insurance, this Agreement shall terminate.

The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. The State of Arizona in no way warrants that the minimum limits contained herein is sufficient to protect the Lessee from liabilities that might arise out of this Lease. Lessee is free to purchase such additional insurance as Lessee determines necessary.

1. MINIMUM SCOPE and LIMITS of INSURANCE: Lessee shall provide coverage with limits of liability not less than those stated below.

(a) Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Blanket Contractual Liability – Written and Oral	$1,000,000
Fire Damage (Any one fire)	$ 500,000

(1) The policy shall be endorsed to include the following 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 insured's with respect to liability arising out of the use and/or occupancy of the property subject to this Lease.

(2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

(b) Property Insurance – coverage on the building is only required if the lessee is the sole occupant/owner of the building.

Coverage on Lessee's Personal Property	Replacement Value
Coverage on building (if Lessee is sole occupant)	Replacement Value

(1) Property insurance shall be written on an "all risk, replacement cost coverage, including coverage for flood and earth movement.

(2) If property coverage on the building is required, "the State of

Arizona (and the respective agency or university) shall be named as a loss payee".

(3) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Lessee.

This agreement is made upon the expressed condition that Lessor does not protect or insure against loss of personal property or improvements owned by Lessee and Lessee waives the right to claim damages form Lessor for any damage resulting to said property in the event that property is damaged or destroyed by fire or any other perils which is not a direct result of negligence by Lessor.

(c) Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

(1) The policy shall be endorsed to include the following 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 insured's with respect to liability arising out of the activities performed by or on behalf of the Lessee, involving automobiles owned, leased, hired or borrowed by the Lessee."

(2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

(d) Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory Employers' Liability
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

(1) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

2. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

(a) The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be

covered to the full limits of liability purchased by the Lessee, even if those limits of liability are in excess of those required by this Lease.

(b) The Lessee's insurance coverage shall be primary insurance with respect to all other available sources.

(c) Coverage provided by the Lessee shall not be limited to the liability assumed under the indemnification provisions of this Lease.

3. NOTICE OF CANCELLATION: With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

4. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less that A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Lessee from potential insurer insolvency.

5. VERIFICATION OF COVERAGE: Lessee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. 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 lease term commences. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the Agreement and must remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of the Agreement.

All certificates required by this Agreement shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona Department, lease agreement number and location description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

6. APPROVAL: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

7. EXCEPTIONS: In the event the Lessee is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Lessee is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Lessee or Lessee's Insurance Company shall furnish Lessor with a "Certificate of Insurance" for the above-mentioned amounts, upon execution of this agreement. This certificate should state ADOT'S Parcel Number _____ and Rental Agreement Number _____.

19. Environmental Waste Indemnification by Lessee

Lessee shall indemnify and hold harmless Lessor, its employees, and agents from and against any and all loss, damage, and expense (including, but not limited to, reasonable investigation, legal fees, and expenses) including, but not limited to, any claim or action for injury, liability, or damage to persons or property, and any and all claims or actions brought by any person, firm, governmental body, or other entity, alleging or resulting from or arising from or in connection with contamination of, or adverse effects on the environment, or violation of any environmental law or other statute, ordinance, rule, regulation, judgment, or order of any government or judicial entity, and from and against any damages, liabilities, costs, and penalties assessed as a result of any activity or operation on the property during the term of this Agreement. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under Section (10) "Compliance with Environmental Laws" for any action that occurred on the property. Lessee's failure to abide by the terms of this paragraph shall be restrainable by injunction.

20. Pesticides and Fertilizers

Lessee shall use only those pesticides and/or fertilizers approved by applicable governing agencies.

21. Utilities

Any and all utilities required by Lessee shall be in the name of and paid by Lessee.

22. Prior Leases and Agreements

In the event there is any prior or existing lease or rental agreement covering the subject property and improvements, this Agreement shall cancel and terminate said prior lease or rental agreement as of the effective date of this Agreement.

23. Sale of Subject Property by Lessor

Lessee agrees in the event Lessor desires to sell said property; Lessee will make no claim to prevent such sale. However, said sale shall be subject to the terms and conditions of this Agreement then in effect and nothing in this Agreement shall prevent Lessee from purchasing the property as any other member of the public.

24. Transfer of Ownership by Lessor

Any transfer of ownership of, or rights in; the subject property by the Lessor to any other governmental agency shall be conditional to this Agreement.

25. Assignment of Agreement by Lessee

Lessee shall not assign its interest herein, and shall not sublease the aforesaid premises or permit it to be used by any unauthorized person or firm.

26. Nondiscrimination Regulations

Lessee for itself and its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1 no person on the grounds of race, color, creed, sex, age, or national origin shall be excluded from participation in, denied the benefits of, or be

otherwise subjected to discrimination in the use of said facilities, (2 in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, creed, sex, age, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3 Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Agreement and to re-enter and repossess said land and hold the same as if said Agreement had never been made or issued.

27. Default by Lessee

Should Lessee fail to maintain continuous liability insurance, this Agreement shall terminate immediately. Should Lessee default on any other term or condition, specifically failure to submit the rental payment as specified, the Agreement shall terminate in thirty (30) days. In the event of default by Lessee, Lessor shall have all remedies as provided by law. Unless otherwise provided by statute, Lessor or Lessee will pay to the prevailing party, court costs and attorneys' fees in a reasonable sum in any legal action brought forth.

28. Termination for Hazardous Waste

Should Lessor have reasonable grounds to believe hazardous waste, or other pollutants, are being manufactured, stored, or dumped on the premises, Lessor may, at its discretion, terminate this Agreement on fifteen (15) day's notice. Termination does not relieve Lessee of its liability or responsibility to clean up, including appropriate consulting costs, the hazardous waste or pollutants. In the event of termination under this clause, Lessor shall not be required to return prepaid rents or security deposits but may hold them to apply against clean up costs incurred by Lessor. Rent due, or paid, shall be prorated as of the date of termination.

29. Return of Subject Property to Lessor

Upon vacating, Lessee agrees to leave the premises in the same condition or better than existed on the first day of occupancy, allowing for ordinary and normal usage, and to reimburse Lessor for any damage done to said property caused by Lessee's occupation or tenancy, other than due to normal use. This tenancy is temporary by reason of the fact that Lessor has acquired the premises for transportation purposes, and Lessee agrees to vacate said premises at any time within thirty (30) days after receipt of a notice to vacate from Lessor. Nothing herein shall be deemed a waiver of Lessor's right to demand and obtain possession of said premises in accordance with the law in the event of a violation on part of Lessee of any of the terms or conditions hereof.

30. Personal Property and Improvements of Lessee

Lessee owns and may remove upon termination of this Agreement, the following items:

_____

31. Addenda

Any addenda to this Extended Occupancy Agreement are by this reference made a part hereof as though fully set forth therein.

32. Addresses of Lessor and Lessee

Any notices to or demand upon either party hereto by the other pursuant to this Agreement shall be in writing and shall be delivered in person to the other party or forwarded by certified mail, postage prepaid, addressed as follows:

TO LESSOR AT:	
Arizona Department of Transportation	
Intermodal Transportation Division	
Right of Way Group, Property Management Section	
205 South 17th Avenue, Mail Drop 612E	
Phoenix, Arizona 85007	
(602) 712-7587	Monday-Friday 8am-5pm
(602)	Emergency **only** Phone No.

TO LESSEE AT:	
Name:	
Address	
City, State, Zip	

Your R/W Property Management Section Agent			
Name:		E-Mail:	
Phone No:		Work Hours:	

Or elsewhere, as either party may, from time-to-time designate by written notice to the other.

BY:

_____ _____
Lessee's Signature Lessee's Printed Name/Title

_____ _____
Social Security # or Employer ID # Date

LESSEE

APPROVED:

ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____/_____
Manager, Property Management Section Date

LESSOR

ATTACHMENT "A"

Parcel No.:		Agreement No.:	
Lessee(s):			

Procedures for
ADOT Water Rights Management Program

The State of Arizona, by and through its Arizona Department of Water Resources (ADWR) sets the policies and procedures for obtaining water used outside of the public water systems.

Right of Way Property Management Section, as the Administrator of the Irrigation Grandfathered Water Rights and Wells on ADOT-owned property has developed the following policies and procedures to assist its Lessee's:

Annual Water Withdrawal and Use Form:

The "Annual Water Withdrawal and Use form", is provided by ADWR to be used in conjunction with the Water Users' District "Use Report". Even if no groundwater is used, the completed form must be postmarked no later than March 31, and mailed to ADWR. Lessee shall provide a copy of the completed form to the R/W Property Management Section Right of Way Agent.

ADWR will notify ADOT and impose a fine for each month late, if a report was not received. ADOT will forward this fine to the Lessee and notify the Lessee that the lease may be terminated.

Lessee's Initials Agreement: _____

Assessments by Water Users' Association's:

The yearly assessments on property with water rights are used by the Water Users' Association's and or ADWR for the operation and maintenance of canals, laterals (small ditches) and machinery such as pumping equipment, and broken pipes, etc.

The assessments are based on a per acre rate which is established by each association. The rates are not set and may vary per district per year, depending on their needs. Lessee may be billed directly by the Irrigation District or through ADOT.

The first half assessments are due on October 1st and delinquent after November 3rd. The second half taxes are due by March 1st and delinquent after May 3rd. Lessee shall remit a copy of the payment to the R/W Agent.

Lessee's Initials Agreement: _____

Water Delivery Fees:

Water Users' Associations may charge a Delivery Fee, which is the annual administrative cost of servicing an active irrigation account. The fees may vary from district to district, however the fee is required before any waters will be delivered. The fee is usually a flat fee for the delivery and an additional per acre foot fee for the administrative costs, e.g., new accounts, name changes, etc.

ATTACHMENT "A" (Continued)

Wells:

Well on ADOT-owned properties are inspected and may be tested by the ADOT Environmental Group for possible contaminants before and after a property is leased. Should the property be found contaminated after the expiration/termination of a lease agreement, Lessee may be held accountable as stated in the Section (19) "Environmental Waste Indemnification by Lessee", of this Lease Agreement.

If you find an undisclosed well on this property, please notify your Leasing Agent immediately.

Lessee's Initials Agreement: _____

Non-Exempt Wells:

The Arizona Department of Water Resources (ADWR) requires an annual report for water usage on non-exempt wells. Based on historical usage the ADWR has assigned five (5) to seven (7) acre-feet of water to each acre, depending on the crop.

The well associated with this property, **55-**_____ is estimated to use (_____) ± acre-feet of water, based on this figure ADOT will require **$**_____ as a deposit to ensure proper reporting and the payment of any fees associated with the use of this well, and is refundable subject to the terms under paragraph 4 of your lease agreement.

_____ _____
Lessee Initials of Agreement Date

Maximum Annual Groundwater Allotment:

The **maximum annual groundwater allotment** is the maximum amount of water that may be used in any year to irrigate the irrigation acres associated with the Irrigation Grandfathered Right pursuant to A.R.S. § 45-465.

Irrigation Grandfathered Water Right: No. _____
Irrigation Acres: _____
Maximum Annual Groundwater Allotment: _____

_____ _____
Lessee Initials of Agreement Date

Should the maximum allotment allowed be exceeded, Lessee will be required to purchase replacement credits through ADWR according to A.R.S. § 45-467(O), which enables Irrigation Grandfathered Right holders within irrigation districts to reduce their flexibility account debits by purchasing and/or conveying flexibility account credits from other Irrigation Grandfathered Right holders within the same irrigation district.

a. The R/W Agent will advise Lessee to contact ADWR and correct the situation. **Lessee's lease agreement may be terminated if the situation is not corrected or occurs again**.

b. ADWR will have a list of right holders within the Lessee's irrigation district that have excess credits who may wish to sell or convey upon request.

c. Lessee will be responsible for the fines assessed by ADWR.

d. It is the Lessees obligation to show proof to ADOT when the credits have been replaced.

Direct Counter Cyclical Program:

The United States Department of Agriculture (USDA) Farm Service Agency (FSA) Direct Counter Cyclical Program subsidizes certain program crops that are associated with the land. In order to participate in this program, the Lessee (operator) is responsible for maintaining the land according to the USDA program regulations.

The farm bill requires the owners of the land to sign the Base and Yield Election form before the (Lessee) operator can benefit from the FSA program. However the program is set up for the operators only, and as owner, ADOT is not entitled to these benefits.

a. FSA has approved the following language that will allow the ADOT-Lessee to receive their earned benefits:

"This statement will allow the operator/tenant of the ADOT owned property to be put into combination or to be farmed separate for the length of the lease."

Attachment "A"
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.16 Commercial Lease Agreement (1 of 12 Pages)

The Most Current and Approved Letterhead

Name
Address
City, State Zip Code

RE:	Project No:	_____	Parcel No.:	_____
	Highway:	_____	Agreement No.:	_____
	Section:	_____	Assessor No.:	_____

Dear _____:

The Arizona Department of Transportation must have all occupants residing or doing business on State-owned land to do so under terms of a written agreement or lease. Therefore, we have enclosed three (3) Commercial Rental Agreements for the property located at _____, in _____, Arizona, for your review and signature. This Agreement is on a month-to-month basis, and becomes effective on _____.

The rental rate is established at **$**_____ with a ____**%** privilege tax in the amount of **$**_____, for a total of **$**_____. There is also a security deposit of **$**_____. The total amount of **$**_____ will be due and payable by check or money order on or before _____. All subsequent payments shall be payable monthly, in advance, on or before the first day of each month of occupancy thereafter.

All rent payments shall be payable and mailed to the Arizona Department of Transportation, Right of Way Operations Section, 205 South 17th Avenue, Mail Drop 612E, in Phoenix, Arizona 85007. Please reference the **ADOT parcel number** _____ and your **Rental Agreement Number** _____ with your payment.

It is also required that you provide a "Certificate of Insurance" as stated in Section (16) "Public Liability Insurance of Lessee" in the specified amount naming the Arizona Department of Transportation as "Additional Insured" and identifying the property with the **ADOT Parcel Number** _____ and **Rental Agreement Number CRA** _____.

Please sign and return all three (3) enclosed Rental Agreements where indicated. Your fully executed copy will be delivered to you for your reference.

Should you have any questions, please don't hesitate to contact your Right of Way Agent _____ by mail at 205 South 17th Avenue, Mail Drop 612E, Phoenix, Arizona 85007, or by telephone at (602) 712-_____.

Sincerely,

_____, Manager
Property Management Section

Manager/Typist's Initials
Enclosures

RENTAL AGREEMENT
FOR COMMERCIAL PROPERTY
AGREEMENT SUMMARY

Lessor STATE OF ARIZONA by and through its ARIZONA DEPARTMENT OF TRANSPORTATION

Project:		Lessee:	
Highway:		Location:	
Section:			
Parcel:			
Agreement:	**CRA-**		
Assessor No.:			

1. Term of the Agreement
2. Rental Rate
3. Security Deposit
4. Cancellation Clause
5. Use of Subject Property
6. Improvements on and Alterations to Subject Property
7. Compliance with Environmental Laws
8. Repairs to Subject Property
9. Zoning and Permits Required
10. Maintenance of Subject Property
11. Mechanics Liens
12. Untenantable Property Due to Damage
13. Right of Entry by Lessor
14. Inspections and Testing by Lessor
15. Liability of Lessor
16. Public Liability Insurance by Lessee
17. Environmental Waste Indemnification by Lessee
18. Utilities and Services
19. Prior Lease and Agreements
20. Sale of Subject Property by Lessor
21. Transfer of Ownership by Lessor
22. Assignment of Agreement by Lessee
23. Nondiscrimination Regulations
24. Default by Lessee
25. Termination for Hazardous Waste
26. Return of Subject Property to Lessor
27. Personal Property and Improvements of Lessee
28. Relocation Provisions
29. Addenda
30. Addresses of Lessor and Lessee

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION/RIGHT OF WAY GROUP
PROPERTY MANAGEMENT SECTION

RENTAL AGREEMENT
FOR COMMERCIAL PROPERTIES

Project:		Agreement:	**CRA-**
Highway:		Monthly Rental Payment:	**$**
Section:			
Parcel:			
Assessor No.:			

The State of Arizona, by and through the Arizona Department of Transportation (ADOT), hereinafter referred to as Lessor, does hereby authorize _____, hereinafter referred to as Lessee, occupy the property located at _____, in _____, Arizona, and containing approximately _____ square feet. Said property is more particularly described as _____ as shown on the attached map.

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Term of the Agreement**
The term of this Rental Agreement will be on a month-to-month basis for a period of ____ (_) _____, commencing on (Month, Day, Year), through. Lessee agrees to notify Lessor of Lessee's intent to renew this Agreement not less than thirty (30) days prior to the expiration of the lease provided the land is not required for highway purposes or ownership is transferred. Either party may terminate this Lease at any time during the term of this Agreement by sending written notice of such action thirty (30) days prior to the intended date of cancellation.

2. **Rental Rate**
The monthly rental rate is established at **$**_____ with a _____**%** privilege tax in the amount of **$**_____, for a total monthly payment of **$**_____. The rental rate is subject to periodic review and adjustment. The rental rate is subject to periodic review and adjustment. Lessor agrees to notify Lessor in writing by certified mail thirty (30) days prior to the effective date of any adjustment in the rental rate. The initial rent payment shall be due on (Month, Day, Year). Thereafter, the monthly rent payment shall be due and payable by the first day of each month.

All rental payments shall be paid by check or money order payable to the Arizona Department of Transportation, (ADOT), Right of Way Operations, 205 South 17th Avenue, Mail Drop 612E, Phoenix, Arizona 85007.

If the entire monthly rent payment is not received by the Lessor on or before the seventh day of the month a late fee equal to **5%** of the total outstanding balance shall be assessed to the Lessee. Lessor will accept no partial payments of rent or late fees and late fees will continue to accrue until all outstanding balances are paid in full. Please reference the **ADOT Parcel Number** _____ and **Agreement Number** _____ on all correspondence and checks sent to the Lessor.

Upon termination, Lessor will refund without interest, the unused portion of any prepaid rent. Prorated rents are calculated on a thirty (30) day basis.

3. **Security Deposit**
Lessee agrees to deposit with Lessor, $_____ as a guarantee for faithful performance of the terms and conditions of this Agreement. If at any time Lessee fails to keep and perform all of the terms, covenants and conditions of this Agreement, including the payment of rent, overdue and unpaid, Lessor may, at its sole option, appropriate and apply all or any portion of said security deposit to the payment of any loss, damage, or liens incurred by Lessor by reason of Lessee's default or breach. Upon termination of this Agreement and Lessee's vacating the premises, Lessor shall return, without interest, said deposit or portion remaining, if any, after deductions for an amount equal to any unpaid rents and/or loss and damage sustained by Lessor.

4. **Cancellation Clause**
That this Agreement is subject to cancellation by the governor pursuant to A.R.S. 38-511.

5. **Use of Subject Property**
That the subject property is for the sole use of Lessee, and shall only be used for the purpose of _____, and said use shall be operated in accordance with prevailing standards and criteria established therefore, by the applicable governing agencies and without creating or causing to be created nuisances or hazards to the public health or safety or interfering with the rights or business activities of other tenants. This shall be the only use permitted on the property during the term of this Agreement. Lessee further agrees not to use or permit any use of said property for any illegal or immoral purpose and to comply with all state laws or local ordinances concerning said property and the use thereof. Lessee agrees to immediately notify Lessor of any change in Lessee's operation on the premises that will change, or has the potential to change, Lessee or Lessor's obligations or liabilities under Section (5) "Compliance with Environmental Laws."

6. **Improvements on and Alterations to Subject Property**
Any and all improvements located on the subject property belong to Lessor. Any exceptions to this must be listed and made a part of this Agreement under Section (27) "Personal Property and Improvements of Lessee." If Lessee desires to construct additional improvements, make alterations to, and/or demolish or remove any existing improvements, Lessee shall first submit a request in writing to Lessor, and shall include a copy of the construction plans for the proposed changes. Lessee agrees not to commence remodeling, modifying, repairing, altering or changing the building structure in any way, including the installation or removal of equipment or devices that disturb any portion of the building systems without first obtaining written authorization from Lessor.

Lessor may test and, if necessary, abate for environmentally hazardous materials or conditions prior to issuing any authorization for Lessee to proceed with requested remodeling, modifying, repairing, altering, changes or installation of equipment or devices. Lessor shall notify Lessee of any known or suspected asbestos materials identified by testing and found within the leased premises. Lessor shall be responsible for any cost associated with the abatement of asbestos materials that might be disturbed as a result of an approved tenant finish request.

On or before termination of this Agreement, Lessee at Lessee's expense shall remove any and all additional improvements placed on said parcel by Lessee. If removal of said additional improvements defaces the subject property, or disturbs any known or suspected asbestos-containing material, Lessee at Lessee's expense shall be responsible for replacing or repairing any damage caused by such removal and shall

also be responsible for any and all actions necessary to avoid the potential exposure of previously contained or encapsulated asbestos material, prior to termination of this Agreement. Should Lessee desire to abandon the additional improvements and Lessor does not object to said abandonment, the additional improvements shall become the sole and separate property of Lessor at no cost to Lessor."

7. **Compliance with Environmental Laws**
Lessee shall, at Lessee's own expense, comply with all present and hereinafter enacted environmental laws and any amendments thereto, affecting Lessee's operation on the leased premises. Lessee shall immediately notify Lessor should it receive any correspondence or communications from any governmental entity regarding the application of environmental laws to the premises or Lessee's operation on the premises. Any environmental assessments, studies, or audits known by Lessor may be disclosed to third parties as a result of public disclosure laws, and will be disclosed to other state and federal agencies that are concerned with the enforcement of environmental laws and regulations.

8. **Repairs to Subject Property**
Lessee will be responsible for all the equipment stored at the site. Lessor will perform repairs and maintain the structural portions of the building, including the exterior walls and roof. Lessee will be responsible for equipment and major components such as plumbing, electrical, heating and cooling systems, and similar items furnished by Lessor. Lessor will not be responsible for maintenance of any Lessee improvements.

9. **Zoning and Permits Required**
Lessee shall obtain proper zoning clearance and/or building permits from all governmental agencies having jurisdiction over subject property prior to the start of activities as detailed in Section (6) "Improvements on and Alterations to Subject Property" and Section (9) "Repairs to Subject Property." Copies of the documents shall be provided to Lessor by Lessee and shall include copies of construction plans as approved by the appropriate governmental agencies having jurisdiction. Lessee further agrees that said zoning clearance and/or building permits shall be obtained by Lessee at no cost to Lessor.

10. **Maintenance of Subject Property**
Lessee agrees to maintain leased property in a neat, clean and orderly condition at all times during occupancy, and not to permit debris to accumulate at any time; not to commit, suffer or permit any waste of said property or any acts to be committed in violation of any laws or ordinances.

11. **Mechanics Liens**
Lessee shall keep the property free from any liens arising from work performed, materials furnished or obligations incurred by Lessee and shall indemnify, hold harmless and defend Lessor from any liens and encumbrances arising from any work performed or materials furnished by or at the direction of Lessee. Upon completion of any approved construction activity, Lessee shall supply copies of signed lien waivers to Lessor.

12. **Untenantable Property due to Damage**
In the event the improvements are partially damaged or totally destroyed by fire, flood, accident or acts of God, Lessor shall have the option to repair/rebuild said improvements or terminate this Agreement by delivering written notice of immediate termination to Lessee. If this Agreement is terminated, Lessee shall be entitled to a proration of the

unused monthly rent. If any portion of the property is rendered untenantable, Lessor may reduce the rental rate proportionately until the property has been restored. Lessee may elect to vacate the premises and immediately notify Lessor in writing of such vacation.

13. Right of Entry by Lessor

Lessee acknowledges that Lessor's needs and requirements may necessitate survey or preliminary engineering studies. Therefore, Lessor specifically reserves the right of entry to the occupied premises at any and all reasonable times.

14. Inspections by Lessor

Lessor reserves the right to inspect the premises periodically to determine the general condition and upkeep of the property. It is also agreed that Lessor or its contractors, shall have the right at any time during regular business hours to come on the premises to visually inspect for hazardous waste and other pollutants, and may test for such hazardous waste or other pollutants, at any time it reasonably believes hazardous waste or pollutants are on the premises. Lessor will give Lessee not less than two (2) days notice of such inspections. Lessee will not unreasonably withhold permission for such inspections. In the event Lessor determines to test for hazardous waste or other pollutants, Lessor or its contractor may come on the premises during regular business hours, but shall have the right to do its testing during or after regular business hours. The testing procedures shall not unreasonably interfere with Lessee's operation. The results of visual inspection of testing will be disclosed in accordance with Section (7) "Compliance with Environmental Laws."

15. Liability of Lessor

This Agreement is made upon the express condition that Lessor does not protect or insure against loss of personal property or improvements owned by Lessee and Lessee waives the right to claim damages from Lessor for any damage resulting to said property in the event damaged or destroyed by fire or any other cause which is not the direct result of negligence of Lessor. Lessee further shall hold and save harmless Lessor, or any of its departments, agencies, boards, commissions, agents, or employees from all costs and damages to any person arising out of any injuries or losses caused by Lessee, its agents or employees, licensees, invitees, trespassers, or any third parties willful or negligent act during occupancy of the subject property.

16. Public Liability Insurance by Lessee

a. INDEMNIFICATION:

Lessee 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 Lessee or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Lessee's occupancy and use of the Leased Premises. 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 Lessee from and against any and all claims. It is agreed that Lessee will be responsible for primary loss investigation, defense and

judgment costs where this indemnification is applicable.

This indemnity shall not apply if the Lessee is/are an agency, board, commission or university of the State of Arizona.

b. INSURANCE REQUIREMENTS:

Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Lease. Should the Lessee fail to maintain continuous liability insurance, this Agreement shall terminate.

The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. The State of Arizona in no way warrants that the minimum limits contained herein is sufficient to protect the Lessee from liabilities that might arise out of this Lease. Lessee is free to purchase such additional insurance as Lessee determines necessary.

1. MINIMUM SCOPE and LIMITS of INSURANCE: Lessee shall provide coverage with limits of liability not less than those stated below.

(a) Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Blanket Contractual Liability – Written and Oral	$1,000,000
Fire Damage (Any one fire)	$ 500,000

(1) The policy shall be endorsed to include the following 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 insured's with respect to liability arising out of the use and/or occupancy of the property subject to this Lease.

(2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

(b) Property Insurance – coverage on the building is only required if the lessee is the sole occupant/owner of the building.

Coverage on Lessee's Personal Property	Replacement Value
Coverage on building (if Lessee is sole occupant)	Replacement Value

(1) Property insurance shall be written on an "all risk, replacement cost coverage, including coverage for flood and

earth movement.

(2) If property coverage on the building is required, "the State of Arizona (and the respective agency or university) shall be named as a loss payee".

(3) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Lessee.

This agreement is made upon the expressed condition that Lessor does not protect or insure against loss of personal property or improvements owned by Lessee and Lessee waives the right to claim damages form Lessor for any damage resulting to said property in the event that property is damaged or destroyed by fire or any other perils which is not a direct result of negligence by Lessor.

(c) Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

(1) The policy shall be endorsed to include the following 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 insured's with respect to liability arising out of the activities performed by or on behalf of the Lessee, involving automobiles owned, leased, hired or borrowed by the Lessee."

(2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

(d) Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory Employers' Liability
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

(1) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the

property subject.

2. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

   (a) The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Lessee, even if those limits of liability are in excess of those required by this Lease.

   (b) The Lessee's insurance coverage shall be primary insurance with respect to all other available sources.

   (c) Coverage provided by the Lessee shall not be limited to the liability assumed under the indemnification provisions of this Lease.

3. NOTICE OF CANCELLATION: With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

4. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less that A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Lessee from potential insurer insolvency.

5. VERIFICATION OF COVERAGE: Lessee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. 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 lease term commences. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the Agreement and must remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of the Agreement.

   All certificates required by this Agreement shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona Department, lease agreement number and location description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK

MANAGEMENT DIVISION.

6. APPROVAL: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

7. EXCEPTIONS: In the event the Lessee is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Lessee is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

   Lessee or Lessee's Insurance Company shall furnish Lessor with a "Certificate of Insurance" for the above-mentioned amounts, upon execution of this agreement. This certificate should state ADOT'S Parcel Number _____ and Rental Agreement Number _____.

17. Environmental Waste Indemnification by Lessee

Lessee shall indemnify and hold harmless Lessor, its employees, and agents from and against any and all loss, damage, and expense (including, but not limited to, reasonable investigation, legal fees, and expenses) including, but not limited to, any claim or action for injury, liability, or damage to persons or property, and any and all claims or actions brought by any person, firm, governmental body, or other entity, alleging or resulting from or arising from or in connection with contamination of, or adverse effects on the environment, or violation of any environmental law or other statute, ordinance, rule, regulation, judgment, or order of any government or judicial entity, and from and against any damages, liabilities, costs, and penalties assessed as a result of any activity or operation on the property during the term of this Agreement. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the environmental laws for any action that occurred on the property. Lessee's failure to abide by the terms of this paragraph shall be restrainable by injunction.

18. Utilities and Services

Any and all utilities and other services required by Lessee shall be in the name of and paid by Lessee.

19. Prior Leases and Agreements

In the event there is any prior or existing lease or rental agreement covering the subject property and improvements, this Rental Agreement shall cancel and terminate said prior lease or rental agreement as of the effective date of this Agreement.

20. Sale of Subject Property by Lessor

Lessee agrees in the event Lessor desires to sell said property; Lessee will make no claim to prevent such sale. However, said sale shall be subject to the terms and conditions of this Rental Agreement then in effect and nothing in this Agreement shall prevent Lessee from purchasing the property as any other member of the public.

21. Transfer of Ownership by Lessor

Any transfer of ownership of, or right in, the subject property by the Lessor to any other governmental agency shall be conditional to this Agreement.

22. Assignment of Agreement by Lessee

Lessee shall not assign his interest herein and shall not sublease the aforesaid premises or permit same to be used by any unauthorized person or firm.

23. Nondiscrimination Regulations

Lessee, for itself and its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that 1) no person on the grounds of race, color, sex, familial status, disability, age, religion or national origin, shall be excluded from participation in, or denied benefits of, or otherwise be subjected to discrimination in the use of said facilities 2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, familial status, disability, age, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination 3) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Agreement and to re-enter and repossess said land and improvements thereon, and hold the same as if said Agreement had never been issued.

24. Default by Lessee

Should Lessee fail to maintain continuous liability insurance, this Agreement shall terminate immediately. Should Lessee default on any other term or condition, specifically failure to submit the rental payment as specified, the Agreement shall terminate in thirty (30) days. In the event of default by Lessee, Lessor shall have all remedies as provided by law. Unless otherwise provided by statute, Lessor or Lessee will pay to the prevailing party, court costs and attorney's fees in a reasonable sum in any legal action brought forth.

25. Termination of Hazardous Waste

Should Lessor have reasonable grounds to believe hazardous waste, or other pollutants, are being manufactured, stored, or dumped on the premises; Lessor may at its discretion terminate this Agreement on fifteen (15) days notice. Termination does not relieve Lessee of its liability to pay clean up costs incurred by Lessor. Rent due or paid shall be prorated as of the date of termination.

26. Return of Subject Property to Lessor

Upon vacating, Lessee agrees to leave the premises in as good or better condition than existed on the first day of occupancy, allowing for ordinary and normal usage, and to reimburse Lessor for any damage done to said property caused by Lessee's occupation or tenancy, other than due to normal use. This tenancy is temporary by reason of the fact that Lessor has acquired the premises for transportation purposes, and Lessee agrees to vacate said premises at any time within thirty (30) days after receipt of a notice as stated in Section (1) "Term of Agreement". Nothing herein shall be deemed a waiver of Lessor's right to demand and obtain possession of said premises in accordance with the law in the event of a violation on the part of Lessee of any of the terms or conditions hereof.

27. Personal Property and Improvements of Lessee

Lessee owns and may remove upon termination of this Agreement, the following items:

28. Relocation Provisions

Notwithstanding anything to the contrary, this Agreement is not subject to the provisions of A.R.S. 28-7141, et seq. and rules promulgated thereunder, and 42 U.S.C. 4601-4639 and regulations promulgated thereunder, both as now existing or as may hereafter be amended during the term of this Rental Agreement. This clause shall not extend any right to Lessee or impose any liability or duty upon Lessor provided for the herein referenced statutes and regulations.

29. Addenda

Any addenda to this Rental Agreement are by this reference made a part hereof as though fully set forth herein.

30. Addresses of Lessor and Lessee

Any notices to or demand upon either party hereto by the other pursuant to this Commercial Rental Agreement shall be in writing and shall be delivered in person to the other party or forwarded by certified mail, postage prepaid, addressed as follows:

TO LESSOR AT:	
Arizona Department of Transportation	
Intermodal Transportation Division	
Right of Way Group, Property Management Section	
205 South 17th Avenue, Mail Drop #612E	
Phoenix, Arizona 85007	
(602) 712-7587	Monday-Friday 8am-5pm
(602)	Emergency **only** Phone No.

TO LESSEE AT:	
Name:	
Address	
City, State, Zip	

Your R/W Property Management Section Agent			
Name:		E-Mail:	
Phone No:		Work Hours:	

Or elsewhere, as either party may, from time-to-time designate by written notice to the other.

BY:

_____ _____

Lessee's Signature Lessee's Printed Name/Title

_____ _____

Social Security # or Employer ID # Date

LESSEE

APPROVED:

ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____/_____

Manager, Property Management Section Date

LESSOR

To Return to This Section Exhibits ~ **Click Here**

The Most Current and Approved Letterhead

Name
Address
City, State Zip Code

RE:	Project No:	_____	Parcel No.:	_____
	Highway:	_____	Agreement No.:	_____
	Section:	_____	Assessor No.:	_____

Dear _____:

The Arizona Department of Transportation (ADOT) must have all occupants residing or doing business on State-owned land do so under terms of a written agreement or lease. Therefore we have enclosed three (3) Extended Occupancy Agreements for your review and signature for the property located at _____ Arizona.

This Agreement is on a month-to-month basis and becomes effective on either the **Close of Escrow** or upon the **Order of Immediate Possession date**, wherein from this date you will have thirty (30) days free rent. You will also receive a letter stating that the Arizona Department of Transportation is in possession of the property, which will include the prorated amount of your first rental payment and the date it is due.

The rental rate is established at **$**_____ per month, plus a **0.5%** privilege tax of **$**_____ for a total of **$**_____. The rental agreement shall commence thirty (30) days after the Close of Escrow or the Order of Immediate Possession date. The rent shall be payable on or before the first day of each month.

All rent payments shall be payable to the Arizona Department of Transportation, Right of Way Operations Section, 205 South 17th Avenue, Mail Drop 612E, Phoenix, Arizona 85007. Please reference your **ADOT Parcel Number** _____ and **Rental Agreement Number CRA**-_____ with your payment.

It is also required that you have your insurance carrier provide a "Certificate of Insurance" with the correct coverage as specified in Section (16) "Public Liability Insurance by Lessee," and listing the Arizona Department of Transportation as "Additional Insured". It is also a requirement to have the property identified by noting the **ADOT Parcel Number** _____ and **Rental Agreement Numbers CRA**-_____.

Please sign and return all three (3) Extended Occupancy Agreements along with the "Certificate of Insurance" and the completed Contact Information Form in the self-addressed, postage-paid envelope provided.

Should you have any questions, please contact R/W Property Management Agent _____ at (602) 712-____ or by mail to 205 South 17th Avenue, Mail Drop 612E, Phoenix, Arizona 85007.

Sincerely,

_____, Manager, Property Management Section

Manager/Typists Initials
Enclosures

EXTENDED OCCUPANCY AGREEMENT
FOR OWNERS OF COMMERCIAL PROPERTY
AGREEMENT SUMMARY

LESSOR STATE OF ARIZONA by and thru its ARIZONA DEPARTMENT OF TRANSPORTATION

Project:		Lessee:	
Highway:			
Section:			
Parcel:		Agreement:	
Assessor No.:		Location:	

1. Term of the Agreement
2. Rental Rate
3. Security Deposit
4. Cancellation Clause
5. Use of Property
6. Improvements on and Alterations to Subject Property
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21. Transfer of Ownership by Lessor
22. Assignment of Agreement by Lessee
23. Nondiscrimination Regulations
24. Default by Lessee
25. Termination for Hazardous Waste
26. Return of Subject Property to Lessor
27. Personal Property and Improvements of Lessee
28. Addenda
29. Addresses of Lessor and Lessee

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION/RIGHT OF WAY GROUP
PROPERTY MANAGEMENT SECTION

EXTENDED OCCUPANCY AGREEMENT
FOR OWNERS OF COMMERCIAL PROPERTY

Project:		Agreement:	
Highway:		Monthly Rental Payment:	**$**
Section:			
Parcel:			
Assessor No.:			

The State of Arizona, by and through the Arizona Department of Transportation (ADOT), hereinafter referred to as Lessor, does hereby authorize _____, hereinafter referred to as Lessee, to continue to occupy a business located at _____, in the city of _____, Arizona. The site area is approximately _____ square feet, and the building is ____ square feet. Said property is more particularly described as _____ and further described in the Exhibit "A" attached hereto.

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Term of the Agreement**
The term of the Rental Agreement is on a month-to-month basis, effective the date of the Close of Escrow or the date of the Order of Immediate Possession. This Agreement is cancelable at any time with the mutual agreement of Lessor and Lessee. Additionally, Lessee agrees that should Lessor require the property for transportation purposes, Lessor may terminate this Agreement by sending written notice of such action at least thirty (30) days prior to the intended effective date of cancellation.

2. **Rental Rate**
The monthly rental rate is established at **$**____, with a **0.5%** privilege tax in the amount of **$**____, for a total of **$**____. This amount is due and payable thirty (30) days from the Close of Escrow or Order of Immediate Possession. Thereafter, all rent shall be payable monthly on or before the first day of each month of occupancy. Rental payments are due and payable to the Arizona Department of Transportation, Right of Way Operations Section, 205 South 17th Avenue, Mail Drop 612E, in Phoenix, Arizona 85007. Please reference your **ADOT Parcel Number** _____, and **Agreement Number** _____ on your check. The rental rate is subject to periodic review and adjustment. Lessor agrees to notify Lessor in writing by certified mail thirty (30) days prior to the effective date of any adjustment in the rental rate.

If the entire monthly rent payment is not received by the Lessor on or before the seventh (7) day of the month a late fee equal to **5%** of the total outstanding balance shall be assessed to the Lessee. Lessor will accept no partial payments of rent and late fees will continue to accrue until all outstanding balances are paid in full.

Upon termination of this lease, Lessor will refund without interest the unused portion of any prepaid rent. Prorated rents are calculated on a thirty (30) day basis.

3. **Security Deposit**
Lessee agrees to deposit with Lessor, **$____** as a guarantee for faithful performance of the terms and conditions of this Agreement. If at any time Lessee fails to keep and perform all of the terms, covenants and conditions of this Agreement, including the payment of rent, overdue and unpaid, Lessor may, at its sole option, offset and apply all or any portion of said security deposit to the payment of any loss, damage, or liens, incurred by Lessor by reason of Lessee's default or breach. Upon termination of this Agreement and Lessee's vacating the premises, Lessor shall return, without interest, said deposit or portion remaining, if any, after deductions for an amount equal to any unpaid rents and or loss and damage sustained by Lessor.

4. **Cancellation Clause**
This Agreement is subject to cancellation by the Governor pursuant to A.R.S. 38-511.

5. **Use of Subject Property**
The subject property is being leased for the purpose of _____ and said use shall be operated in accordance with prevailing standards and criteria established therefore by the applicable governing agencies and without creating or causing to be created nuisances or hazards to the public health or safety or interfering with the rights of business activities of other tenants. This shall be the only use permitted on the property during the term of this Agreement. Lessee further agrees not to use or permit any use of said property for any illegal or immoral purpose and to comply with all State laws or local ordinances concerning said property and the use thereof. Lessee agrees to immediately notify Lessor of any change in Lessee's operation on the premises that will change, or has the potential to change, Lessee's or Lessor's obligations or liabilities under Section (7) "Compliance with Environmental Laws."

6. **Improvements on and Alterations to Subject Property**
Any and all improvements located on the subject property belong to Lessor. Any exceptions to this must be listed and made a part of this Agreement as stated under Section (27) "Personal Property and Improvements of Lessee." If Lessee desires to construct additional improvements, make alterations to, and/or demolish or remove any existing improvements, Lessee shall first submit a request in writing to Lessor, and shall include a copy of the construction plans for the proposed changes. Lessee agrees not to commence remodeling, modifying, repairing, altering or changing the building structure in any way, including the installation or removal of equipment or devices that disturb any portion of the building systems without first obtaining written authorization from Lessor. Lessor may test and if necessary abate for environmentally hazardous materials or conditions prior to issuing any authorization for Lessee to proceed with requested remodeling, modifying, repairing, altering, changes or installation of equipment or devices. Lessor shall notify Lessee of any known or suspected asbestos materials identified by testing and found within the leased premises. Lessor shall be responsible for any cost associated with the abatement of asbestos materials that might be disturbed as a result of **approved** tenant finish requests.

On or before termination of this Agreement, Lessee at Lessee's expense shall remove any and all additional improvements placed on said parcel by Lessee. If removal of said additional improvements defaces the subject property, or disturbs any known or suspected asbestos-containing material, Lessee at Lessee's expense shall be responsible for replacing or repairing any damage caused by such removal and shall also be responsible for any and all actions necessary to avoid the potential exposure of previously contained or encapsulated asbestos material, prior to termination of this Agreement. Should Lessee desire to abandon the additional improvements and Lessor

does not object to said abandonment, the additional improvements shall become the sole and separate property of Lessor at no cost to Lessor.

7. Compliance with Environmental Laws

Lessee shall, at Lessee's own expense, comply with all present and hereinafter enacted Environmental Laws and any amendments thereto, affecting Lessee's operation on the leased premises. Lessee shall immediately notify Lessor should it receive any correspondence or communications from any governmental entity regarding the application of environmental laws to the premises or Lessee's operation on the premises. Any environmental assessments, studies, or audits known by Lessor, may be disclosed to third parties as a result of public disclosure laws, and will be disclosed to other state and federal agencies that are concerned with the enforcement of environmental laws and regulations.

8. Repairs to Subject Property

Lessee will be responsible for all the equipment stored at the site. Lessor will perform repairs and maintain the structural portions of the building, including the exterior walls and roof. Lessee will be responsible for equipment and major components such as plumbing, electrical, heating and cooling systems, and similar items furnished by Lessor. Lessor will not be responsible for maintenance of any Lessee improvements.

9. Zoning and Permits Required

Lessee shall obtain proper zoning clearance and/or building permits from all governmental agencies having jurisdiction over subject property prior to the start of activities as detailed in Section (6) "Improvements on and Alterations to Subject Property" and in Section (8) "Repairs to Subject Property." Copies of the documents or permits shall be provided to Lessor by Lessee, and shall include copies of construction plans as approved by the appropriate governmental agencies having jurisdiction. Lessee further agrees that said zoning clearance and/or building permits shall be obtained by Lessee at no cost to Lessor.

10. Maintenance of Subject Property

Lessee agrees to maintain occupied property in a neat, clean and orderly condition at all times during occupancy, and not permit debris to accumulate at any time; not to commit, suffer or permit any waste of said property or any acts to be committed in violation of any laws or ordinances. Lessee further agrees to provide adequate weed and dust control on the leased area. Lessor must approve all landscaping plans before the installation of landscaping.

11. Mechanics Liens

Lessee shall keep the property free from any liens arising from work performed, materials furnished or obligations incurred by Lessee and shall indemnify, hold harmless and defend Lessor from any liens and encumbrances arising from any work performed or materials furnished by or at the direction of Lessee. Upon completion of any approved construction activity, Lessee shall supply copies of signed lien waivers to Lessor.

12. Untenantable Property due to Damage

In the event the improvements are partially damaged or totally destroyed by fire, flood, accident or acts of God, Lessor shall have the option to repair/rebuild said improvements or terminate this Agreement by delivering written notice of immediate termination to Lessee. If this Agreement is terminated, Lessee shall be entitled to a prorating of the unused monthly rent. If any portion of the property is rendered untenantable, Lessor

may reduce the rental rate proportionately until the property has been restored. Lessee may elect to vacate the premises and immediately notify Lessor in writing.

13. Right of Entry by Lessor

Lessor acknowledges that Lessor's needs and requirements may necessitate the need to survey or conduct preliminary engineering studies therefore; Lessor specifically reserves a right of entry to the occupied lands at any and all reasonable times.

14. Inspections and Testing by Lessor

Lessor reserves the right to inspect the premises periodically to determine the general condition and upkeep of the property. It is also agreed that Lessor or its contractors, shall have the right at any time during regular business hours to come on the premises to visually inspect and may test for hazardous waste, and other pollutants, at any time it reasonably believes hazardous waste or pollutants are on the premises. Lessor will give Lessee not less than two (2) days notice of such inspections. Lessee will not unreasonably withhold permission for such inspections.

In the event Lessor determines to test for hazardous waste or other pollutants, Lessor or its contractor may come on the premises during regular business hours, but shall have the right to do its testing during or after regular business hours. The testing procedures shall not unreasonably interfere with Lessee's operation. The results of visual inspection on testings will be disclosed in accordance with Section (7) "Compliance with Environmental Laws."

15. Liability of Lessor

This Agreement is made upon the express condition that Lessor does not protect or insure against loss of personal property or improvements owned by Lessee and Lessee waives the right to claim damages from Lessor for any damage resulting to said property in the event damaged or destroyed by fire or any other cause which is not the direct result of negligence of Lessor. Lessee further shall hold and save harmless Lessor, or any of its departments, agencies, boards, commissions, agents, or employees from all costs and damages to any person arising out of any injuries or losses caused by Lessee, its agents or employees, licensees, invitees, trespassers, or any third parties willful or negligent act during occupancy of the subject property.

16. Public Liability Insurance by Lessee

a. INDEMNIFICATION:

Lessee 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 Lessee or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Lessee's occupancy and use of the Leased Premises. 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 Lessee from and against any and all claims. It is agreed that Lessee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the Lessee is/are an agency, board, commission or university of the State of Arizona.

b. INSURANCE REQUIREMENTS:

Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Lease. Should the Lessee fail to maintain continuous liability insurance, this Agreement shall terminate.

The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. The State of Arizona in no way warrants that the minimum limits contained herein is sufficient to protect the Lessee from liabilities that might arise out of this Lease. Lessee is free to purchase such additional insurance as Lessee determines necessary.

1. MINIMUM SCOPE and LIMITS of INSURANCE: Lessee shall provide coverage with limits of liability not less than those stated below.

(a) Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Blanket Contractual Liability – Written and Oral	$1,000,000
Fire Damage (Any one fire)	$ 500,000

(1) The policy shall be endorsed to include the following 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 insured's with respect to liability arising out of the use and/or occupancy of the property subject to this Lease.

(2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

(b) Property Insurance – coverage on the building is only required if the lessee is the sole occupant/owner of the building.

Coverage on Lessee's Personal Property	Replacement Value
Coverage on building (if Lessee is sole occupant)	Replacement Value

(1) Property insurance shall be written on an "all risk, replacement cost coverage, including coverage for flood and earth movement.

(2) If property coverage on the building is required, "the State of Arizona (and the respective agency or university) shall be named as a loss payee".

(3) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Lessee.

This agreement is made upon the expressed condition that Lessor does not protect or insure against loss of personal property or improvements owned by Lessee and Lessee waives the right to claim damages form Lessor for any damage resulting to said property in the event that property is damaged or destroyed by fire or any other perils which is not a direct result of negligence by Lessor.

(c) Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

(1) The policy shall be endorsed to include the following 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 insured's with respect to liability arising out of the activities performed by or on behalf of the Lessee, involving automobiles owned, leased, hired or borrowed by the Lessee."

(2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

(d) Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory Employers' Liability
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

(1) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

2. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include,

or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Lessee, even if those limits of liability are in excess of those required by this Lease.

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

3. Coverage provided by the Lessee shall not be limited to the liability assumed under the indemnification provisions of this Lease.

3. NOTICE OF CANCELLATION: With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

4. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less that A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Lessee from potential insurer insolvency.

5. VERIFICATION OF COVERAGE: Lessee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. 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 lease term commences. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the Agreement and must remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of the Agreement.

   All certificates required by this Agreement shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona Department, lease agreement number and location description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

6. APPROVAL: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the State of Arizona

Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

7. EXCEPTIONS: In the event the Lessee is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Lessee is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

   Lessee or Lessee's Insurance Company shall furnish Lessor with a "Certificate of Insurance" for the above-mentioned amounts, upon execution of this agreement. This certificate should state ADOT'S Parcel Number _____ and Rental Agreement Number _____.

17. Environmental Waste Indemnification by Lessee

Lessee shall indemnify and hold harmless Lessor, its employees, and agents from and against any and all loss, damage, and expense (including, but not limited to, reasonable investigation, legal fees, and expenses) including, but not limited to, any claim or action for injury, liability, or damage to persons or property, and any and all claims or actions brought by any person, firm, governmental body, or other entity, alleging or resulting from or arising from or in connection with contamination of, or adverse effects on the environment, or violation of any environmental law or other statute, ordinance, rule, regulation, judgment, or order of any government or judicial entity, and from and against any damages, liabilities, costs, and penalties assessed as a result of any activity or operation on the property during the term of this Agreement. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws for any action that occurred on the property. Lessee's failure to abide by the terms of this paragraph shall be restrainable by injunction.

18. Utilities and Services

Any and all utilities and other services required by Lessee shall be in the name of and paid by Lessee.

19. Prior Leases and Agreements

In the event there is any prior or existing lease or rental agreement covering the subject property and improvements, this Agreement shall cancel and terminate said prior lease or rental agreement as of the effective date of this Agreement, as it pertains to these items.

20. Sale of Subject Property by Lessor

Lessee agrees in the event Lessor desires to sell said property; Lessee will make no claim to prevent such sale. However, said sale shall be subject to the terms and conditions of this Agreement then in effect and nothing in this Agreement shall prevent Lessee from purchasing the property as any other member of the public.

21. Transfer of Ownership by Lessor

Any transfer of ownership of, or rights in, the subject property by the Lessor to any other governmental agency shall be conditional to this Agreement.

22. Assignment of Agreement by Lessee

Lessee shall not assign his interest herein, and shall not sublease the aforesaid premises or permit same to be used by any unauthorized person or firm.

23. Nondiscrimination Regulations

Lessee for itself and its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that 1) no person on the grounds of race, color, creed, sex, age, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities, 2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, creed, sex, age, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, 3) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Agreement and to re-enter and repossess said land and improvements thereon, and hold the same as if said Agreement had never been made or issued.

24. Default by Lessee

Should Lessee fail to maintain continuous liability insurance, this Agreement shall terminate immediately. Should Lessee default on any other term or condition, specifically failure to submit the rental payment as specified, the Agreement shall terminate in thirty (30) days. In the event of default by Lessee, Lessor shall have all remedies as provided by law. Unless otherwise provided by statute, Lessor or Lessee will pay to the prevailing party, court costs and attorneys' fees in a reasonable sum in any legal action brought forth.

25. Termination for Hazardous Waste

Should Lessor have reasonable grounds to believe hazardous waste or other pollutants are being manufactured, stored, or dumped on the premises; Lessor may, at its discretion terminate this Agreement on fifteen (15) days notice. Termination does not relieve Lessee of its liability or responsibility to clean up, including appropriate consulting costs, the hazardous waste or pollutants. In the event of termination under this clause, Lessor shall not be required to return prepaid rents or security deposits but may hold them to apply against clean up costs incurred by Lessor. Rent due, or paid, shall be prorated as of the date of termination.

26. Return of Subject Property to Lessor

Upon vacating, Lessee agrees to leave the premises in as good a condition or better than existed on the day of Close of Escrow or Order Immediate Possession, allowing for ordinary and normal usage, and to reimburse Lessor for any damage done to said property caused by Lessee's occupation or tenancy, other than due to normal use.

This tenancy is temporary by reason of the fact that Lessor has acquired the premises for Transportation purposes, and Lessee agrees to vacate said premises at any time within thirty (30) days after receipt of a notice to vacate from Lessor for relocation purposes. Nothing herein shall be deemed a waiver of Lessor's right to demand and

obtain possession of said premises in accordance with the law in the event of a violation on part of Lessee of any of the terms or conditions hereof.

27. Personal Property and Improvements of Lessee

Lessee owns and may remove upon termination of this Agreement, the following items: _____

28. Addenda

Any addenda to this Extended Occupancy Agreement are by this reference made a part hereof as though fully set forth herein.

29. Addresses of Lessor, Lessee

Any notices to or demand upon either party hereto by the other pursuant to this Extended Occupancy Agreement shall be in writing and shall be delivered in person to the other party or forwarded by certified mail, postage prepaid, addressed as follows:

TO LESSOR AT:	
Arizona Department of Transportation	
Intermodal Transportation Division	
Right of Way Group, Property Management Section	
205 South 17th Avenue, Mail Drop #612E	
Phoenix, Arizona 85007	
(602) 712-7587	Monday-Friday 8am-5pm
(602)	Emergency **only** Phone No.

TO LESSEE AT:	
Name:	
Address	
City, State, Zip	

Your R/W Property Management Section Agent			
Name:		E-Mail:	
Phone No:		Work Hours:	

Or elsewhere, as either party may, from time-to-time designate by written notice to the other.

BY:

_____ _____

Lessee's Signature Lessee's Printed Name/Title

_____ _____

Social Security # or Employer ID # Date

LESSEE

APPROVED:

ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____/_____

Manager, Property Management Section Date

LESSOR

To Return to This Section Exhibits ~ **Click Here**

The Most Current and Approved Letterhead

Name
Address
City, State Zip Code

RE:	Project:	_____	Parcel No.:	_____ (MH)
	Highway:	_____	Agreement No.:	CRA
	Section:	_____	Assessor No.:	_____

Dear _____:

The Arizona Department of Transportation must have all occupants residing or doing business on State-owned land to do so under terms of a written agreement or lease. Therefore, we have enclosed three (3) Mobile Home and Space Lease Agreements for the Mobile Home located at _____ number _____, in _____, Arizona, for your review and signature. This Agreement is on a month-to-month basis, and becomes effective on _____.

The rental rate is established at $_____ per month, excluding monthly lot rent. There is also a security deposit of $_____. The total amount of $_____ will be due and payable by check or money order on or before _____. All subsequent payments shall be payable monthly, in advance, on or before the first day of each month of occupancy thereafter.

All rent payments shall be payable and mailed to the Arizona Department of Transportation, Right of Way Operations Section, 205 South 17th Avenue, Mail Drop 612E, in Phoenix, Arizona 85007. Please reference the **ADOT parcel number** _____ and **your Rental Agreement number** _____ with your payment.

Please sign and return all enclosed Rental Agreements where indicated. Your fully executed copy will be delivered to you for your reference.

Questions concerning this Agreement should be directed to Right of Way Agent, _____ at 205 South 17th Avenue, Mail Drop 612E, Phoenix, Arizona 85007 or by telephone at (602) 712-_____.

Sincerely,

_____, Manager
Property Management Section

Manager's /Typist's Initials

Enclosures

MOBILE HOME and SPACE LEASE AGREEMENT

LESSOR STATE OF ARIZONA by and through its ARIZONA DEPARTMENT OF TRANSPORTATION

Project:		Lessee:	
Highway:			
Section:		Location:	
Parcel:			
Agreement No.:			

1. Term of the Agreement
2. Rental Rate
3. Security Deposit
4. Rental Payment Default
5. Emergency Repair Contact
6. Periodic Rental Rate Review
7. Right of Possession
8. Cancellation Clause
9. Utilities
10. Maintenance of Subject Property
11. Assignment of Agreements by Lessee
12. Return of Subject Property to Lessor
13. Prior Leases and Agreements
14. Liability of Lessor
15. Untenantable Property Due to Damages
16. Nondiscrimination Regulations
17. Relocation Provisions
18. Addenda
19. Change of Use
20. Court Costs
21. Lessee Acknowledgement of Receipt
22. Addresses of Lessor and Lessee

MOBILE HOME and SPACE LEASE AGREEMENT

LESSOR
STATE OF ARIZONA by and through its
ARIZONA DEPARTMENT OF TRANSPORTATION

Project:		Mobile Home No.:	
Highway:		Rental Agreement No.:	
Section:		Monthly Payment:	$
Parcel:			

The State of Arizona, by and through the Arizona Department of Transportation (ADOT), hereinafter referred to as Lessor, does hereby authorize _____ referred to as Lessee, to occupy the State-owned property, located at _____, number _____ in _____, Arizona. Said property is more particularly described as _____ and as shown on the attached map. This Rental Agreement is effective on _____.

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Term of the Agreement**
The term of the Rental Agreement is based on a month-to-month rental rate, commencing _____, and each successive month thereafter. Either party may terminate this lease as follows if by ADOT, by sending written notice of such action at least thirty (30) days prior to the intended effective date of cancellation; if by Lessee, by giving written notice at least forty-eight (48) hours in advance of vacation of premises.

2. **Rental Rate**
The rental rate is established at **$**_____ per month. All subsequent payments are due and payable monthly, in advance, on or before the first day of each successive calendar month thereafter, and will be by check or money order payable to the Arizona Department of Transportation. The rental rate is subject to periodic review and adjustment. Upon termination, Lessor will refund without interest, any unused portion of prepaid rent. Prorated rents are calculated on a thirty (30) day basis.

3. **Security Deposit**
Lessee agrees to deposit with Lessor, **$**_____, as a guarantee for faithful performance of the terms and conditions of this Agreement. If at any time Lessee fails to keep and perform all of the terms, covenants and conditions of this Agreement, including the payment of rent, overdue and unpaid, Lessor may, at its sole option, appropriate and apply all or any portion of said security deposit to the payment of any loss, damage, or liens, incurred by Lessor by reason of Lessee's default or breach. Upon termination of this Agreement and Lessee's vacating the premises, Lessor shall return, without interest, said deposit or portion remaining, if any, after deductions for an amount equal to any unpaid rents and or loss and damage sustained by Lessor.

4. **Rental Payment Default**
Lessee shall pay **$5.00** per day, as a late charge for each day the rent remains unpaid after the seventh day of the month. This payment shall be paid by the Lessee simultaneously with the rental fee.

5. **Emergency Repair Contact**
Contact with Lessor by Lessee to affect necessary repair work or emergency repairs and all written notices may be made through the Arizona Department of Transportation, Right of Way Group, Property Management Section, 205 South 17th Avenue, in Phoenix, Arizona

85007, or telephone (602) 712-7587. Contact may be made during business hours Monday through Friday, 8:00 a.m. to 5:00 p.m. For emergency repairs after business hours, please call 602-____.

6. **Periodic Rental Rate Review**
Lessor shall give Lessee written notice of any rental rate increase at least sixty (60) days prior to the anniversary date of this Agreement.

7. **Right of Possession**
Nothing within the terms and conditions of this Agreement shall be deemed a waiver of any right of Lessor to demand and obtain possession of said premises in accordance with the Law in the event of any violation on part of the Lessee.

8. **Cancellation Clause**
This Agreement is subject to cancellation by the Governor pursuant to A.R.S. Section 38-511.

9. **Utilities**
All utilities shall be in the name of and paid by Lessee.

10. **Maintenance of Subject Property**
Lessee shall be responsible for all maintenance and repairs to Lessee's mobile home or R.V. and shall be responsible for repairing such items as electrical service from trailer to breaker box, water and sewer to point of hook-up.

Lessee shall keep the mobile home or R.V. space in a neat, clean and orderly condition at all times during occupancy, including watering of shrubs and lawns, and not permit rubbish, or any other debris to accumulate at any time; not to commit, suffer or permit any waster of use or permit any use of premises for any illegal or immoral purpose; and to comply with all State laws and local ordinances concerning said property and the use thereof.

11. **Assignment of Agreements by Lessee**
Lessee shall not assign his/her interest herein, and shall not sublease the aforesaid premises or permit same to be used by any person or firm.

12. **Return of Subject Property to Lessor**
Upon vacating, Lessee agrees to leave the premises in a neat, clean and orderly condition allowing for ordinary and normal usage during occupancy, and to reimburse the Lessor for any damage done to said property caused by Lessee's occupation or tenancy, other than due to normal use.

13. **Prior Leases and Agreements**
In the event there is any prior or existing lease or rental agreement covering the subject property, this Rental Agreement shall cancel and terminate said prior lease or rental agreement as of the effective date of this Rental Agreement.

14. **Liability of Lessor**
This Agreement is made upon the express condition that the State of Arizona does not protect or insure against loss of property owned by Lessee, and Lessee waives the right to claim damages from the State of Arizona for any damage resulting to said property in the event damaged or destroyed by fire or any other cause which is not the direct result of negligence of the State of Arizona. Lessee further shall hold and save harmless the State of Arizona, or any of its departments, agencies, officers or employees from all costs and damages to any person arising out of injuries or losses caused by Lessee, its agents or

employees, licenses, invitees, trespassers or any third parties willful or negligent act during occupancy or use of the premises herein above mentioned.

15. Untenantable Property Due to Damages

In the event the above-described premises are damaged or become uninhabitable from any cause whatsoever, Lessee may vacate the premises and immediately notify Lessor in writing of such vacation or if the damaged premises are lawfully habitable, then Lessee may continue to occupy such undamaged portion of the premises and Lessor will reduce Lessee's rental rate in a proportionate amount.

16. Nondiscrimination Regulations

Lessee for themselves, their personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that 1) no person on the ground of race, color, sex, familial status, disability, age, religion or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, 2) that in the construction of any improvement on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, familial status, disability, age, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, 3) that Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A. Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, the State of Arizona shall have the right to terminate the Rental Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Rental Agreement had never been made or issued.

17. Relocation Provisions

Notwithstanding anything to the contrary, this Rental Agreement is not subject to the provisions of A.R.S. 28-7141, et seq. and rules promulgated thereunder and 42 U.S.C. 4601-4639 and regulations promulgated thereunder both as now existing or as may hereafter by amended during the term of the Rental Agreement. This clause shall not extend any right to Lessee or impose any liability or duty upon Lessor provided for by the herein referenced statutes and regulations.

18. Addenda

Any Addendum to this Rental Agreement is by this reference made a part thereof as though fully set forth herein.

19. Change of Use

If there is to be a change in use of the property, Lessor shall provide Lessee written notice of such intended change in use in accordance with A.R.S. 33-1476 and 33-1476.01.

20. Court Costs

Unless otherwise provided by statute, Lessor or Lessee will pay to the prevailing party, court costs and attorney's fees in a reasonable sum in any legal action brought forth.

21. Lessee Acknowledgement of Receipt

By signing this Agreement, Lessee acknowledges receipt of the following:

22. Addresses of Lessor and Lessee

Any notices to or demand upon either party hereto by the other pursuant to this Agreement shall be in writing and shall be delivered in person to the other party or forwarded by certified mail, postage prepaid, addressed as follows:

TO LESSOR AT:	
Arizona Department of Transportation	
Intermodal Transportation Division	
Right of Way Group, Property Management Section	
205 South 17th Avenue, Mail Drop #612E	
Phoenix, Arizona 85007	
(602) 712-7587	Monday-Friday 8am-5pm
(602)	Emergency **only** Phone No.
TO LESSEE AT:	
Name:	
Address	
City, State, Zip	
Your R/W Property Management Section Agent	

Name:		E-Mail:	
Phone No:		Work Hours:	

Or elsewhere, as either party may from time to time designate by written notice to the other.

BY:

_____ _____

Lessee's Signature Lessee's Printed Name/Title

_____ _____

Social Security # or Employer ID # Date

LESSEE

APPROVED:

ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____/_____

Manager, Property Management Section Date

LESSOR

Mobile Home and Space Lease Agreement
Revised-06/2014

To Return to This Section Exhibits ~ **Click Here**

The Most Current and Approved Letterhead

Name
Address
City, State Zip Code

RE:	Project No:	_____	Parcel No.:	_____
	Highway:	_____	Agreement No.:	_____
	Section:	_____	Assessor No.:	_____

Dear _____:

The Arizona Department of Transportation must have all occupants residing or doing business on State-owned land to do so under terms of a written agreement or lease. Therefore, we have enclosed three (3) original Extended Occupancy Agreements for the _____ Mobile Home located at _____, in _____, Arizona, for your review and signature.

This Agreement is on a month-to-month basis and shall commence thirty (30) days after the Close of Escrow or the Order of Immediate Possession date. The rental rate is established at **$**____ per month**,** plus **a 0.5%** privilege tax of **$**____ for a total of **$____** and becomes due and payable on or before the first day of each month

Please return all three (3) signed copies of the Rental Agreement to your Acquisition Agent. Your fully executed copy of this Agreement will be forwarded to you for your reference.

All rent payments shall be payable to the Arizona Department of Transportation, Right of Way Operations Section, 205 South 17th Avenue, Mail Drop 612E, Phoenix, Arizona 85007. Please reference your ADOT **Parcel Number** _____ and **Rental Agreement Number CRA**-_____ with your payment.

Questions concerning this Agreement should be directed to Right of Way Agent, _____ at (602) 712-_____.

Sincerely,

_____ Manager
Property Management Section

Manager's/Typists initials

Enclosures

EXTENDED OCCUPANCY AGREEMENT
FOR OWNERS OF MOBILE HOME RESIDENTIAL PROPERTIES
SUMMARY

LESSOR STATE OF ARIZONA by and through its ARIZONA DEPARTMENT OF TRANSPORTATION

Project:		Lessee:	
Highway:			
Section:		Location:	
Parcel:			
Agreement No.:			

1. Term of the Agreement
2. Rental Rate
3. Security Deposit
4. Rental Payment Default
5. Utilities
6. Emergency Repair Contact
7. Periodic Rental Rate Review
8. Right of Possession
9. Cancellation Clause
10. Maintenance of Subject Property
11. Assignment of Agreements by Lessee
12. Return of Subject Property to Lessor
13. Prior Leases and Agreements
15. Liability of Lessor
16. Untenantable Property Due to Damages
17. Nondiscrimination Regulations
18. Relocation Provisions
19. Addenda
20. Change of Use
21. Court Costs
22. Addresses of Lessor and Lessee

EXTENDED OCCUPANCY AGREEMENT
MOBILE HOME RESIDENTIAL RENTAL

LESSOR
STATE OF ARIZONA by and through its
ARIZONA DEPARTMENT OF TRANSPORTATION

Project:		Rental Agreement No.:	**RA-**
Highway:		Monthly Payment:	**$**
Section:			
Parcel:			
Assessor No.:			

The State of Arizona, by and through the Arizona Department of Transportation (ADOT), hereinafter referred to as Lessor, does hereby authorize _____, referred to as Lessee, to rent and occupy the State-owned property, located at _____, in _____, Arizona. Said property is more particularly described as the _____ Mobile Home located at the _____, in _____, Arizona

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Term of the Agreement

The term of the Rental Agreement is on a month-to-month basis, commencing on _____, which is the **Close of Escrow** or the **Order of Immediate Possession date**. Either party may terminate this lease as follows:

a. ADOT shall send a written notice of termination at least thirty (30) days prior to the intended effective date of termination;

OR

b. Lessee shall provide a written notice at least forty-eight (48) hours in advance of vacating the premises.

2. Rental Rate

The rental rate is established at **$____** per month plus the space rent of **$____**, for a total of **$____**. All subsequent payments are due and payable monthly, in advance, on or before the first day of each successive calendar month thereafter, and will be by check or money order payable to ADOT. The rental rate is subject to periodic review and adjustment. Upon termination, Lessor will refund without interest, any unused portion of prepaid rent. Prorated rents are calculated on a thirty (30) day basis.

3. Security Deposit

That anything herein contained to the contrary notwithstanding, Lessee agrees to deposit with Lessor, **$____**, as a guarantee for faithful performance of the terms and conditions of this Agreement. If at any time Lessee fails to keep and perform all of the terms, covenants and conditions of this Agreement, including the payment of rent, overdue and unpaid, Lessor may, at its sole option, appropriate and apply all or

any portion of said security deposit to the payment of any loss, damage, or liens, incurred by Lessor by reason of Lessee's default or breach. Upon termination of this Agreement and Lessee's vacating the premises, Lessor shall return, without interest, said deposit or portion remaining, if any, after deductions for an amount equal to any unpaid rents and or loss and damage sustained by Lessor.

4. **Rental Payment Default**
If the entire monthly rent payment is not received by the Lessor on or before the seventh day of the month a late fee equal to **5%** of the total outstanding balance shall be assessed to the Lessee. Lessor will accept no partial payments of rent or late fees, and late fees will continue to accrue until all outstanding balances are paid in full. Please reference your **ADOT Parcel Number** _____ and **Agreement Number** _____ on all correspondence and checks sent to the Lessor.

5. **Utilities**
All utilities including, but not limited to electric, gas, telephone and television cable shall be in the name of and paid by Lessee.

6. **Emergency Repair Contact**
Contact with Lessor by Lessee to affect necessary repair work or emergency repairs and all written notices may be made through the Arizona Department of Transportation, Right of Way Property Management Section, 205 South 17th Avenue, in Phoenix, Arizona 85007, or by telephone (602) 712-7587. Contact may be made during business hours Monday through Friday, 8:00 am to 5:00 pm or after hours for emergency only telephone (602) _____.

7. **Periodic Rental Rate Review**
Lessor shall give Lessee written notice of any rental rate increase at least sixty (60) days prior to the anniversary date of this Agreement.

8. **Right of Possession**
Nothing within the terms and conditions of this Agreement shall be deemed a waiver of any right of Lessor to demand and obtain possession of said premises in accordance with the Law in the event of any violation on part of the Lessee.

9. **Cancellation Clause**
This Agreement is subject to cancellation by the Governor pursuant to A.R.S. Section 38-511.

10. **Maintenance of Subject Property**
Lessee shall be responsible for all maintenance and repairs to Lessor's mobile home or RV and shall be responsible for repairing such items as electrical service from trailer to breaker box, water and sewer to point of hook-up.

Lessee shall keep the mobile home or RV space in a neat, clean and orderly condition at all times during occupancy, including watering of shrubs and lawns, and not permit rubbish, or any other debris to accumulate at any time; or permit any use of premises for any illegal or immoral purpose; and to comply with all State laws and local ordinances concerning said property and the use thereof.

11. Assignment of Agreements by Lessee

Lessee shall not assign his/her interest herein, and shall not sublease the aforesaid premises or permit same to be used by any person or firm.

12. Return of Subject Property to Lessor

Upon vacating Lessee agrees to leave the premises in a neat, clean and orderly condition allowing for ordinary and normal usage during occupancy, and to reimburse the State for any damage done to said property caused by Lessee's occupation or tenancy, other than due to normal use.

13. Prior Leases and Agreements

In the event there is any prior or existing lease or rental agreement covering the subject property, this Rental Agreement shall cancel and terminate said prior lease or rental agreement as of the effective date of this Rental Agreement.

15. Liability of Lessor

This Agreement is made upon the express condition that the State of Arizona does not protect or insure against loss of property owned by Lessee, and Lessee waives the right to claim damages from the State of Arizona for any damage resulting to said property in the event damaged or destroyed by fire or any other cause which is not the direct result of negligence of the State of Arizona. Lessee further shall hold and save harmless the State of Arizona, or any of its departments, agencies, officers or employees from all costs and damages to any person arising out of injuries or losses caused by Lessee, its agents or employees, licenses, invitees, trespassers or any third parties willful or negligent act during occupancy or use of the premises herein above mentioned.

16. Untenantable Property Due to Damages

In the event the premises are damaged or become uninhabitable from any cause whatsoever, Lessee may vacate the premises and immediately notify Lessor in writing of such vacation or if the damaged premises are lawfully habitable, then Lessee may continue to occupy such undamaged portion of the premises and Lessor will reduce Lessee's rental rate in a proportionate amount.

17. Nondiscrimination Regulations

Lessee for themselves, their personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that 1) no person on the ground of race, color, national origin, sex, religion, disability, or familial status, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, 2) that in the construction of any improvement on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, creed, sex, age, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, 3) that Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A. Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, the State of Arizona shall have the right to

terminate the Rental Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Rental Agreement had never been made or issued.

18. Relocation Provisions

Notwithstanding anything to the contrary, this Rental Agreement is not subject to the provisions of A.R.S. 28-7141, et seq. and rules promulgated thereunder and 42 U.S.C. 4601-4639 and regulations promulgated thereunder both as now existing or as may hereafter by amended during the term of the Rental Agreement. This clause shall not extend any right to Lessee or impose any liability or duty upon Lessor provided for by the herein referenced statutes and regulations.

19. Addenda

Any Addendum to this Rental Agreement is by this reference made a part thereof as though fully set forth herein.

20. Change of Use

If there is to be a change in use of the property, Lessor shall provide Lessee written notice of such intended change in use in accordance with A.R.S. 33-1476 and 33-1476.01.

21. Court Costs

Unless otherwise provided by statute, Lessor or Lessee will pay to the prevailing party, court costs and attorney's fees in a reasonable sum in any legal action brought forth.

22. Addresses of Lessor and Lessee

Any notices to or demand upon either party hereto by the other pursuant to this Agreement shall be in writing and shall be delivered in person to the other party or forwarded by certified mail, postage prepaid, addressed as follows:

TO LESSOR AT:			
Arizona Department of Transportation			
Intermodal Transportation Division			
Right of Way Group, Property Management Section			
205 South 17th Avenue, Mail Drop #612E			
Phoenix, Arizona 85007			
(602) 712-7587		Monday-Friday 8am-5pm	
(602)		Emergency **only** Phone No.	
TO LESSEE AT:			
Name:			
Address			
City, State, Zip			
Your R/W Property Management Section Agent			
Name:		E-Mail:	
Phone No:		Work Hours:	

Or elsewhere, as either party may, from time-to-time designate by written notice to the other.

BY:

_____ _____

Lessee's Signature Lessee's Printed Name/Title

_____ _____

Social Security # or Employer ID # Date

LESSEE

APPROVED:

ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____/_____

Manager, Property Management Section Date

LESSOR

To Return to This Section Exhibits ~ **Click Here**

The Most Current and Approved Letterhead

Name
Address
City, State, Zip

RE: Project: _____
Highway: _____
Section: _____
Parcel: _____
Agreement No.: _____

Dear:

The Arizona Department of Transportation must have all occupants residing or doing business on State-owned land to do so under terms of a written agreement or lease. Therefore, we have enclosed three (3) copies of the Extended Occupancy Agreement for the Outdoor Advertising Sign located at _____, for your review and signature.

This Agreement is on a month-to-month basis, and becomes effective on the **Close of Escrow date** or **Order of Immediate Possession date**. You will have thirty (30) days free rent from that date.

After the close of escrow, you will receive a letter stating the Arizona Department of Transportation is in possession of the property, the date your first payment is due, and the pro-rated amount of your first payment. The rent shall be payable on or before the first day of each month of occupancy thereafter.

The rental rate for the above-referenced property has been established at **$**_____ a month, all rent payments shall be payable to the Arizona Department of Transportation, Right of Way Operations Section, 205 South 17th Avenue - Mail Drop 612E, in Phoenix, Arizona 85007. Please reference your **ADOT Parcel Number** _____ and the **Rental Agreement Number** _____ with your payment.

It is also required that you provide a "**Certificate of Insurance"** with the correct coverage as specified in Section (16) of this lease agreement, listing ADOT as **"Additional Insured**" and providing the **ADOT Parcel Number** _____ and your **Rental Agreement Number** _____.

Please sign and return all three (3) Extended Occupancy Agreements and return along with the Certificate of Insurance and the enclosed Contact Information Form in the self-addressed, postage paid envelope provided.

Should you have any questions, please contact your leasing agent _____ at (602) 712-_____ or by mail at 205 South 17th Avenue, Mail Drop 612E, Phoenix, Arizona 85007.

Sincerely,

_____, Manager, Property Management Section

Initials

RENTAL AGREEMENT
FOR OUTDOOR ADVERTISING SIGNS
AGREEMENT SUMMARY

LESSOR STATE OF ARIZONA by and through its ARIZONA DEPARTMENT OF TRANSPORTATION

Project:		Lessee:	
Highway:		Address:	
Section:			
Parcel:		Location:	
Agreement:			
Assessor No.:			

1. Term of the Agreement
2. Rental Rate
3. Security Deposit
4. Cancellation Clause
5. Use of Subject Property
6. Political Advertising
7. Improvements on and Alterations to Subject Property
8. Repairs to Subject Property
9. Zoning and Permits Required
10. Maintenance of Subject Property
11. Mechanics Liens
12. Untenantable Property Due to Damage
13. Right of Entry by Lessor
14. Inspections by Lessor
15. Liability of Lessor
16. Public Liability Insurance by Lessee
17. Utilities
18. Relocation Provisions
19. Prior Leases and Agreements
20. Sale of Subject Property by Lessee
21. Transfer of Ownership by Lessor
22. Assignment of Agreement by Lessee
23. Nondiscrimination Regulations
24. Default by Lessee
25. Return of Subject Property to Lessor
26. Addenda
27. Addresses of Lessor and Lessee

RENTAL AGREEMENT
FOR OUTDOOR ADVERTISING SIGNS
AGREEMENT SUMMARY

LESSOR STATE OF ARIZONA by and through its ARIZONA DEPARTMENT OF TRANSPORTATION			
Project:		Agreement	
Highway:		Monthly Rental Payment:	
Section:			
Parcel:			
Assessor No.:			

The State of Arizona by and through the Arizona Department of Transportation (ADOT), hereinafter referred to as Lessor, does hereby authorize _____ herein referred to as Lessee, to occupy _____ square feet of property within the immediate surrounding area of a two-sided illuminated outdoor advertising sign, mounted on a steel monopole which is located at the _____, in the City of _____, Arizona. Said property is more particularly described a portion of GSRB&M, _____, records of _____ County, Arizona and further described as Exhibit "A".

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Term of the Agreement**

The term of this Agreement shall be month-to-month basis commencing on the **Close of Escrow** or **Order of Immediate Possession date**. This Agreement is cancelable at anytime with the mutual agreement of the Lessor and Lessee. Furthermore, Lessee agrees that should Lessor require the property for transportation purposes, Lessor may terminate this Agreement by sending written notice of such action at least thirty (30) days prior to the intended effective date of cancellation.

2. **Rental Rate**

The monthly rental rate is established at $_____ annually, or $_____ per month. This payment becomes due and payable commencing thirty (30) days after the **Close of Escrow** or **Order of Immediate Possession**. Thereafter, all rent shall be payable monthly on or before the first day of each month of occupancy. Rental payments are due and payable to the Arizona Department of Transportation, (ADOT), Right of Way Operations Section, 205 South 17th Avenue, Mail Drop 612E, in Phoenix, Arizona 85007.

If the entire monthly rent payment is not received by the Lessor on or before the seventh day of each month or each year a late fee equal to **5%** of the total outstanding balance shall be assessed to the Lessee. Lessor will accept no partial payments of rent or late fees and late fees will continue to accrue until all outstanding balances are paid in full. Please reference the **ADOT Parcel Number** _____ and your **Agreement Number** _____ on all correspondence and checks sent to the Lessor. Upon termination, Lessor will refund without interest, the unused portion of any prepaid rent. Prorated rents are calculated on a thirty (30) day basis.

3. **Security Deposit**

Lessee agrees to deposit with Lessor, **$**_____ as a guarantee for faithful performance of the terms and conditions of this Agreement. If at any time Lessee fails to keep and

perform all of the terms, covenants and conditions of this Agreement, including the payment of rent, overdue and unpaid; and if the outdoor advertising sign is not removed within thirty (30) days upon receipt of a written notice to vacate from Lessor, Lessor may, at its sole option, appropriate and apply all or any portion of said security deposit to the payment of any loss, damage, or liens, incurred by Lessor by reason of Lessee's default or breach. Upon termination of this Agreement and Lessee's vacating the premises, Lessor shall return, without interest, said deposit or portion remaining, if any, after deductions for an amount equal to any unpaid rents and/or loss and damage sustained by Lessor.

4. **Cancellation Clause**
This Agreement is subject to cancellation by the Governor pursuant to A.R.S. 38-511.

5. **Use of Subject Property**
The subject property is for the sole use of Lessee, and shall only be used for the purpose of _____, and said use shall be operated in accordance with prevailing standards and criteria established by the applicable agencies governing the same and without creating or causing to be created, nuisances or hazards to the public health or safety or interfering with the rights of business activities of other tenants. This shall be the only use permitted on this site during the term of this Agreement. Lessee further agrees not to use or permit any use of property for any illegal or immoral purpose and to comply with all State laws or local ordinances concerning said property and the use thereof.

6. **Political Advertising**
Lessee agrees that no political advertising will be permitted upon the outdoor advertising sign or the leased premises.

7. **Improvements on and Alterations to Subject Property**
The sign erected by Lessee is the personal property of Lessee. Any and all other improvements located on the subject property belong to Lessor. If Lessee desires to construct additional improvements, make alterations to and/or demolish or remove any existing improvements, Lessee shall first submit a request in writing to Lessor. Lessee shall have written permission from Lessor prior to the start of any said construction, alterations, or demolition. On or before termination of this Agreement, Lessee at Lessee's expense shall remove any and all improvements placed on said parcel by Lessee. If removal of said improvements defaces the subject property, Lessee at Lessee's expense, shall be responsible for replacing or repairing any damage caused by such removal prior to termination of this agreement. Should Lessee desire to abandon the improvements and Lessor does not object to said abandonment, the improvements shall become the sole and separate property of Lessor at no cost to Lessor.

8. **Repairs to Subject Property**
Lessee shall be responsible for any and all repairs to the outdoor advertising sign structure located on the leased premises.

9. **Zoning and Permits Required**
Lessee shall obtain proper zoning clearance and/or building permits from all governmental agencies having jurisdiction over subject property prior to the start of activities as detailed in Section (7) "Improvements to Subject Property". Copies of the documents shall be provided to Lessor by Lessee. Lessee further agrees that said zoning clearance and/or building permits shall be obtained by Lessee at no cost to Lessor.

10. Maintenance of Subject Property

Lessee agrees to maintain leased property in a neat, clean and orderly condition at all times during occupancy, and not permit debris to accumulate at any time; not to commit, suffer or permit any waste of said property or any acts to be committed in violation of any laws or ordinances. Lessee further agrees to provide weed and dust control on leased area of subject property.

11. Mechanics Liens

Lessee shall keep the property free from any liens arising from work performed, materials furnished or obligations incurred by Lessee and shall indemnify, hold harmless and defend Lessor from any liens and encumbrances arising from any work performed or materials furnished by or at the direction of Lessee.

Upon completion of any approved construction activity, copies of signed lien waivers shall be supplied to Lessor by Lessee.

12. Untenantable Property Due to Damage

In the event the site and sign thereon is partially damaged or totally destroyed by flood, accident or acts of God, Lessor shall have the option to repair/restore said site and sign thereon or terminate this Agreement by delivering written Notice of Immediate Termination to Lessee. If the Agreement is terminated, Lessee shall be entitled to a proration of the unused rent. If a portion of the property is rendered untenantable, Lessor may elect to reduce the rental rate proportionately until repairs have been completed.

13. Right of Entry by Lessor

Lessee acknowledges that Lessor's needs and requirements may necessitate survey or preliminary engineering studies; therefore, Lessor specifically reserves a right of entry to the occupied lands at any and all reasonable times.

14. Inspections and Testing by Lessor

Lessor reserves the right to inspect the premises periodically to determine the general condition and upkeep of the property. Lessor will give Lessee not less than two (2) days notice of such inspection. Lessee will not unreasonably withhold permission for such inspection.

15. Liability of Lessor

This Agreement is made upon the express condition that Lessor does not protect or insure against loss of personal property or improvements owned by Lessee and Lessee waives the right to claim damages from Lessor for any damage resulting to said property in the event damaged or destroyed by fire or any other cause which is not the direct result of negligence of Lessor. Lessee further shall hold and save harmless Lessor, or any of its departments, agencies, boards, commissions, agents, or employees from all costs and damages to any person arising out of any injuries or losses caused by Lessee, its agents or employees, licensees, invitees, trespassers, or any third parties willful or negligent act during occupancy of the subject property.

16. Public Liability Insurance by Lessee

a. INDEMNIFICATION:

Lessee 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 Lessee or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Lessee's occupancy and use of the Leased Premises. 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 Lessee from and against any and all claims. It is agreed that Lessee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the Lessee is/are an agency, board, commission or university of the State of Arizona.

b. INSURANCE REQUIREMENTS:

Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Lease. Should the Lessee fail to maintain continuous liability insurance, this Agreement shall terminate.

The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. The State of Arizona in no way warrants that the minimum limits contained herein is sufficient to protect the Lessee from liabilities that might arise out of this Lease. Lessee is free to purchase such additional insurance as Lessee determines necessary.

1. MINIMUM SCOPE and LIMITS of INSURANCE: Lessee shall provide coverage with limits of liability not less than those stated below.

(a) Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Blanket Contractual Liability – Written and Oral	$1,000,000
Fire Damage (Any one fire)	$ 500,000

(1) The policy shall be endorsed to include the following 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 insured's with respect to liability arising out of the use and/or occupancy of the property subject to this Lease.

(2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

(b) Property Insurance – coverage on the building is only required if the

lessee is the sole occupant/owner of the building.

Coverage on Lessee's Personal Property	Replacement Value
Coverage on building (if Lessee is sole occupant)	Replacement Value

(1) Property insurance shall be written on an "all risk, replacement cost coverage, including coverage for flood and earth movement.

(2) If property coverage on the building is required, "the State of Arizona (and the respective agency or university) shall be named as a loss payee".

(3) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Lessee.

This agreement is made upon the expressed condition that Lessor does not protect or insure against loss of personal property or improvements owned by Lessee and Lessee waives the right to claim damages form Lessor for any damage resulting to said property in the event that property is damaged or destroyed by fire or any other perils which is not a direct result of negligence by Lessor.

(c) Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

(1) The policy shall be endorsed to include the following 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 insured's with respect to liability arising out of the activities performed by or on behalf of the Lessee, involving automobiles owned, leased, hired or borrowed by the Lessee."

(2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

(d) Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory Employers' Liability
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

(1) Policy shall contain a waiver of subrogation against the State of

Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

2. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

   (a) The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Lessee, even if those limits of liability are in excess of those required by this Lease.

   (b) The Lessee's insurance coverage shall be primary insurance with respect to all other available sources.

   (c) Coverage provided by the Lessee shall not be limited to the liability assumed under the indemnification provisions of this Lease.

3. NOTICE OF CANCELLATION: With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

4. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less that A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Lessee from potential insurer insolvency.

5. VERIFICATION OF COVERAGE: Lessee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. 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 lease term commences. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the Agreement and must remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of the Agreement.

   All certificates required by this Agreement shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona Department, lease agreement number and location description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

6. APPROVAL: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

7. EXCEPTIONS: In the event the Lessee is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Lessee is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Lessee or Lessee's Insurance Company shall furnish Lessor with a "Certificate of Insurance" for the above-mentioned amounts, upon execution of this agreement. This certificate should state ADOT'S Parcel Number _____ and Rental Agreement Number _____.

17. Utilities

All utilities required for operation of the sign shall be in the name of and paid by Lessee.

18. Relocation Provisions

Notwithstanding anything to the contrary, this Agreement is not subject to the provisions of A.R.S. 28-7141, et seq. and rules promulgated thereunder and 42 U.S.C. 4601-4639 and regulations promulgated thereunder both as now existing or as may hereafter be amended during the term of this Agreement. This clause shall not extend any right to Lessee or impose any liability or duty upon Lessor provided for the herein referenced statutes and regulations.

19. Prior Leases & Agreements

In the event there is any prior or existing lease or rental agreement covering the subject property, this Agreement shall cancel and terminate said prior lease or rental agreement as of the effective date of this Agreement.

20. Sale of Subject Property by Lessor

Lessee agrees in the event Lessor desires to sell said property; Lessee will make no claim to prevent such sale. However, said sale shall be subject to the terms and conditions of this Agreement then in effect and nothing in this Agreement shall prevent Lessee from purchasing the property as any other member of the public.

21. Transfer of Ownership by Lessor

Any transfer of ownership of, or rights in, the subject property by the Lessor to any other governmental agency shall be conditional to this Agreement.

22. Assignment of Agreement by Lessee

Lessee shall not assign his interest herein, and shall not sublease the aforesaid premises or permit same to be used by any unauthorized person or firm.

23. Nondiscrimination Regulations

That Lessee for itself and its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that 1) no person on the grounds of race, color, creed, sex, age, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, 2) in the

construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, creed, sex, age, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, 3) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Agreement and to reenter and repossess said land and dwelling thereon, and hold the same as if said Agreement had never been made or issued.

24. Default by Lessee

Should Lessee fail to maintain continuous liability insurance, this Agreement shall terminate immediately. Should Lessee default on any other term or condition of the Agreement, specifically failure to submit the monthly rental payment as specified, the Agreement shall terminate in thirty (30) days. In the event of default by Lessee, Lessor shall have all remedies as provided by law. Unless otherwise provided by statute, Lessor or Lessee will pay to the prevailing party, court costs and attorneys' fees in a reasonable sum in any legal action brought forth.

25. Return of Subject Property to Lessor

Upon vacating, Lessee agrees to leave the premises in as good a condition or better than existed on the first day of occupancy, allowing for ordinary and normal usage, and to reimburse Lessor for any damage done to said property caused by Lessee's occupation or tenancy, other than due to normal use. It is further agreed that if the advertising sign is not removed by the termination date, said sign and all appurtenances become the property of the Lessor, for disposal. This tenancy is temporary by reason of the fact that Lessor has acquired the premises for transportation purposes, and Lessee is to vacate said premises at any time within thirty (30) days after receipt of a notice as stated in Section (1) "Term of the Agreement." Nothing herein shall be deemed a waiver of Lessor's right to demand and obtain possession of said premises in accordance with the law in the event of a violation on part of Lessee of any of the terms or conditions hereof.

26. Addenda

Any addenda to this Agreement are by this reference made a part hereof as though fully set forth therein.

27. Addresses of Lessor and Lessee

Any notices to or demand upon either party hereto by the other pursuant to this Agreement shall be in writing and shall be delivered in person to the other party or forwarded by certified mail, postage prepaid, addressed as follows:

TO LESSOR AT:	
Arizona Department of Transportation	
Intermodal Transportation Division	
Right of Way Group, Property Management Section	
205 South 17th Avenue, Mail Drop #612E	
Phoenix, Arizona 85007	
(602) 712-7587	Monday-Friday 8am-5pm
(602)	Emergency **only** Phone No.

TO LESSEE AT:	
Name:	
Address	
City, State, Zip	

Your R/W Property Management Section Agent			
Name:		E-Mail:	
Phone No:		Work Hours:	

Or elsewhere, as either party may, from time-to-time designate by written notice to the other.

BY:

_____ _____

Lessee's Signature Lessee's Printed Name/Title

_____ _____

Social Security # or Employer ID # Date

LESSEE

APPROVED:

ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____/_____

Manager, Property Management Section Date

LESSOR

To Return to This Section Exhibits ~ **Click Here**

The Most Current and Approved Letterhead

Name
Address
City, State, Zip

RE: Project: _____
Highway: _____
Section: _____
Parcel: _____
Agreement No.: _____

Dear:

The Arizona Department of Transportation must have all occupants residing or doing business on State-owned land to do so under terms of a written agreement or lease. Therefore, we have enclosed three (3) copies of the Extended Occupancy Agreement for the Outdoor Advertising Sign located at _____, for your review and signature.

This Agreement is on a month-to-month basis, and becomes effective on the **Close of Escrow date** or **Order of Immediate Possession date**. You will have thirty (30) days free rent from that date.

After the close of escrow, you will receive a letter stating the Arizona Department of Transportation is in possession of the property, the date your first payment is due, and the pro-rated amount of your first payment. The rent shall be payable on or before the first day of each month of occupancy thereafter.

The rental rate for the above-referenced property has been established at **$**_____ a month, all rent payments shall be payable to the Arizona Department of Transportation, Right of Way Operations Section, 205 South 17th Avenue - Mail Drop 612E, in Phoenix, Arizona 85007. Please reference your **ADOT Parcel Number** _____ and the **Rental Agreement Number** _____ with your payment.

It is also required that you provide a "**Certificate of Insurance"** with the correct coverage as specified in Section (16) of this lease agreement, listing ADOT as **"Additional Insured**" and providing the **ADOT Parcel Number** _____ and your **Rental Agreement Number** _____.

Please sign and return all three (3) Extended Occupancy Agreements and return along with the Certificate of Insurance and the enclosed Contact Information Form in the self-addressed, postage paid envelope provided.

Should you have any questions, please contact your leasing agent _____ at (602) 712-_____ or by mail at 205 South 17th Avenue, Mail Drop 612E, Phoenix, Arizona 85007.

Sincerely,

_____, Manager, Property Management Section

Initials

RENTAL AGREEMENT
FOR OUTDOOR ADVERTISING SIGNS
AGREEMENT SUMMARY

LESSOR STATE OF ARIZONA by and through its ARIZONA DEPARTMENT OF TRANSPORTATION

Project:		Lessee:	
Highway:		Address:	
Section:			
Parcel:		Location:	
Agreement:			
Assessor No.:			

1. Term of the Agreement
2. Rental Rate
3. Security Deposit
4. Cancellation Clause
5. Use of Subject Property
6. Political Advertising
7. Improvements on and Alterations to Subject Property
8. Repairs to Subject Property
9. Zoning and Permits Required
10. Maintenance of Subject Property
11. Mechanics Liens
12. Untenantable Property Due to Damage
13. Right of Entry by Lessor
14. Inspections by Lessor
15. Liability of Lessor
16. Public Liability Insurance by Lessee
17. Utilities
18. Relocation Provisions
19. Prior Leases and Agreements
20. Sale of Subject Property by Lessee
21. Transfer of Ownership by Lessor
22. Assignment of Agreement by Lessee
23. Nondiscrimination Regulations
24. Default by Lessee
25. Return of Subject Property to Lessor
26. Addenda
27. Addresses of Lessor and Lessee

EXTENDED OCCUPANY LEASE AGREEMENT FOR OUTDOOR ADVERTISING SIGNS

LESSOR STATE OF ARIZONA by and through its ARIZONA DEPARTMENT OF TRANSPORTATION			
Project:		Agreement	
Highway:		Monthly Rental Payment:	
Section:			
Parcel:			
Assessor No.:			

The State of Arizona by and through the Arizona Department of Transportation (ADOT), hereinafter referred to as Lessor, does hereby authorize _____ herein referred to as Lessee, to occupy _____ square feet of property within the immediate surrounding area of a two-sided illuminated outdoor advertising sign, mounted on a steel monopole which is located at the _____, in the City of _____, Arizona. Said property is more particularly described a portion of GSRB&M, _____, records of _____ County, Arizona and further described as Exhibit "A".

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Term of the Agreement**
The term of this Agreement shall be month-to-month basis commencing on the **Close of Escrow** or **Order of Immediate Possession date**. This Agreement is cancelable at anytime with the mutual agreement of the Lessor and Lessee. Furthermore, Lessee agrees that should Lessor require the property for transportation purposes, Lessor may terminate this Agreement by sending written notice of such action at least thirty (30) days prior to the intended effective date of cancellation.

2. **Rental Rate**
The monthly rental rate is established at $_____ annually, or $_____ per month. This payment becomes due and payable commencing thirty (30) days after the **Close of Escrow** or **Order of Immediate Possession**. Thereafter, all rent shall be payable monthly on or before the first day of each month of occupancy. Rental payments are due and payable to the Arizona Department of Transportation, (ADOT), Right of Way Operations Section, 205 South 17th Avenue, Mail Drop 612E, in Phoenix, Arizona 85007.

If the entire monthly rent payment is not received by the Lessor on or before the seventh day of each month or each year a late fee equal to **5%** of the total outstanding balance shall be assessed to the Lessee. Lessor will accept no partial payments of rent or late fees and late fees will continue to accrue until all outstanding balances are paid in full. Please reference the **ADOT Parcel Number** _____ and your **Agreement Number** _____ on all correspondence and checks sent to the Lessor. Upon termination, Lessor will refund without interest, the unused portion of any prepaid rent. Prorated rents are calculated on a thirty (30) day basis.

3. **Security Deposit**
Lessee agrees to deposit with Lessor, **$**_____ as a guarantee for faithful performance of the terms and conditions of this Agreement. If at any time Lessee fails to keep and perform all of the terms, covenants and conditions of this Agreement, including the

payment of rent, overdue and unpaid; and if the outdoor advertising sign is not removed within thirty (30) days upon receipt of a written notice to vacate from Lessor, Lessor may, at its sole option, appropriate and apply all or any portion of said security deposit to the payment of any loss, damage, or liens, incurred by Lessor by reason of Lessee's default or breach. Upon termination of this Agreement and Lessee's vacating the premises, Lessor shall return, without interest, said deposit or portion remaining, if any, after deductions for an amount equal to any unpaid rents and/or loss and damage sustained by Lessor.

4. **Cancellation Clause**
This Agreement is subject to cancellation by the Governor pursuant to A.R.S. 38-511.

5. **Use of Subject Property**
The subject property is for the sole use of Lessee, and shall only be used for the purpose of _____, and said use shall be operated in accordance with prevailing standards and criteria established by the applicable agencies governing the same and without creating or causing to be created, nuisances or hazards to the public health or safety or interfering with the rights of business activities of other tenants. This shall be the only use permitted on this site during the term of this Agreement. Lessee further agrees not to use or permit any use of property for any illegal or immoral purpose and to comply with all State laws or local ordinances concerning said property and the use thereof.

6. **Political Advertising**
Lessee agrees that no political advertising will be permitted upon the outdoor advertising sign or the leased premises.

7. **Improvements on and Alterations to Subject Property**
The sign erected by Lessee is the personal property of Lessee. Any and all other improvements located on the subject property belong to Lessor. If Lessee desires to construct additional improvements, make alterations to and/or demolish or remove any existing improvements, Lessee shall first submit a request in writing to Lessor. Lessee shall have written permission from Lessor prior to the start of any said construction, alterations, or demolition. On or before termination of this Agreement, Lessee at Lessee's expense shall remove any and all improvements placed on said parcel by Lessee. If removal of said improvements defaces the subject property, Lessee at Lessee's expense, shall be responsible for replacing or repairing any damage caused by such removal prior to termination of this agreement. Should Lessee desire to abandon the improvements and Lessor does not object to said abandonment, the improvements shall become the sole and separate property of Lessor at no cost to Lessor.

8. **Repairs to Subject Property**
Lessee shall be responsible for any and all repairs to the outdoor advertising sign structure located on the leased premises.

9. **Zoning and Permits Required**
Lessee shall obtain proper zoning clearance and/or building permits from all governmental agencies having jurisdiction over subject property prior to the start of activities as detailed in Section (9) "Improvements on and Alterations to Subject Property". Copies of the documents shall be provided to Lessor by Lessee. Lessee further agrees that said zoning clearance and/or building permits shall be obtained by Lessee at no cost to Lessor.

10. Maintenance of Subject Property

Lessee agrees to maintain leased property in a neat, clean and orderly condition at all times during occupancy, and not permit debris to accumulate at any time; not to commit, suffer or permit any waste of said property or any acts to be committed in violation of any laws or ordinances. Lessee further agrees to provide weed and dust control on leased area of subject property.

11. Mechanics Liens

Lessee shall keep the property free from any liens arising from work performed, materials furnished or obligations incurred by Lessee and shall indemnify, hold harmless and defend Lessor from any liens and encumbrances arising from any work performed or materials furnished by or at the direction of Lessee.

Upon completion of any approved construction activity, copies of signed lien waivers shall be supplied to Lessor by Lessee.

12. Untenantable Property Due to Damage

In the event the site and sign thereon is partially damaged or totally destroyed by flood, accident or acts of God, Lessor shall have the option to repair/restore said site and sign thereon or terminate this Agreement by delivering written Notice of Immediate Termination to Lessee. If the Agreement is terminated, Lessee shall be entitled to a proration of the unused rent. If a portion of the property is rendered untenantable, Lessor may elect to reduce the rental rate proportionately until repairs have been completed.

13. Right of Entry by Lessor

Lessee acknowledges that Lessor's needs and requirements may necessitate survey or preliminary engineering studies; therefore, Lessor specifically reserves a right of entry to the occupied lands at any and all reasonable times.

14. Inspections and Testing by Lessor

Lessor reserves the right to inspect the premises periodically to determine the general condition and upkeep of the property. Lessor will give Lessee not less than two (2) days notice of such inspection. Lessee will not unreasonably withhold permission for such inspection.

15. Liability of Lessor

This Agreement is made upon the express condition that Lessor does not protect or insure against loss of personal property or improvements owned by Lessee and Lessee waives the right to claim damages from Lessor for any damage resulting to said property in the event damaged or destroyed by fire or any other cause which is not the direct result of negligence of Lessor. Lessee further shall hold and save harmless Lessor, or any of its departments, agencies, boards, commissions, agents, or employees from all costs and damages to any person arising out of any injuries or losses caused by Lessee, its agents or employees, licensees, invitees, trespassers, or any third parties willful or negligent act during occupancy of the subject property.

16. Public Liability Insurance by Lessee

a. INDEMNIFICATION:

Lessee 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 Lessee or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Lessee's occupancy and use of the Leased Premises. 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 Lessee from and against any and all claims. It is agreed that Lessee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the Lessee is/are an agency, board, commission or university of the State of Arizona.

b. INSURANCE REQUIREMENTS:

Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Lease. Should the Lessee fail to maintain continuous liability insurance, this Agreement shall terminate.

The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. The State of Arizona in no way warrants that the minimum limits contained herein is sufficient to protect the Lessee from liabilities that might arise out of this Lease. Lessee is free to purchase such additional insurance as Lessee determines necessary.

1. MINIMUM SCOPE and LIMITS of INSURANCE: Lessee shall provide coverage with limits of liability not less than those stated below.

(a) Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Blanket Contractual Liability – Written and Oral	$1,000,000
Fire Damage (Any one fire)	$ 500,000

(1) The policy shall be endorsed to include the following 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 insured's with respect to liability arising out of the use and/or occupancy of the property subject to this Lease.

(2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

(b) Property Insurance – coverage on the building is only required if the

lessee is the sole occupant/owner of the building.

Coverage on Lessee's Personal Property	Replacement Value
Coverage on building (if Lessee is sole occupant)	Replacement Value

(1) Property insurance shall be written on an "all risk, replacement cost coverage, including coverage for flood and earth movement.

(2) If property coverage on the building is required, "the State of Arizona (and the respective agency or university) shall be named as a loss payee".

(3) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Lessee.

This agreement is made upon the expressed condition that Lessor does not protect or insure against loss of personal property or improvements owned by Lessee and Lessee waives the right to claim damages form Lessor for any damage resulting to said property in the event that property is damaged or destroyed by fire or any other perils which is not a direct result of negligence by Lessor.

(c) Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

(1) The policy shall be endorsed to include the following 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 insured's with respect to liability arising out of the activities performed by or on behalf of the Lessee, involving automobiles owned, leased, hired or borrowed by the Lessee."

(2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

(d) Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory Employers' Liability
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

(1) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions,

universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

2. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

   (a) The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Lessee, even if those limits of liability are in excess of those required by this Lease.

   (b) The Lessee's insurance coverage shall be primary insurance with respect to all other available sources.

   (c) Coverage provided by the Lessee shall not be limited to the liability assumed under the indemnification provisions of this Lease.

3. NOTICE OF CANCELLATION: With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

4. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less that A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Lessee from potential insurer insolvency.

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6. APPROVAL: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

7. EXCEPTIONS: In the event the Lessee is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Lessee is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

   Lessee or Lessee's Insurance Company shall furnish Lessor with a "Certificate of Insurance" for the above-mentioned amounts, upon execution of this agreement. This certificate should state ADOT'S Parcel Number _____ and Rental Agreement Number _____.

17. Utilities

All utilities required for operation of the sign shall be in the name of and paid by Lessee.

18. Relocation Provisions

Notwithstanding anything to the contrary, this Agreement is not subject to the provisions of A.R.S. 28-7141, et seq. and rules promulgated thereunder and 42 U.S.C. 4601-4639 and regulations promulgated thereunder both as now existing or as may hereafter be amended during the term of this Agreement. This clause shall not extend any right to Lessee or impose any liability or duty upon Lessor provided for the herein referenced statutes and regulations.

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In the event there is any prior or existing lease or rental agreement covering the subject property, this Agreement shall cancel and terminate said prior lease or rental agreement as of the effective date of this Agreement.

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Any transfer of ownership of, or rights in, the subject property by the Lessor to any other governmental agency shall be conditional to this Agreement.

22. Assignment of Agreement by Lessee

Lessee shall not assign his interest herein, and shall not sublease the aforesaid premises or permit same to be used by any unauthorized person or firm.

23. Nondiscrimination Regulations

That Lessee for itself and its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that 1) no person on the grounds of race, color, creed, sex, age, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, 2) in the construction of any improvements on, over or under such land and the furnishing of

services thereon, no person on the grounds of race, color, creed, sex, age, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, 3) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Agreement and to reenter and repossess said land and dwelling thereon, and hold the same as if said Agreement had never been made or issued.

24. Default by Lessee

Should Lessee fail to maintain continuous liability insurance, this Agreement shall terminate immediately. Should Lessee default on any other term or condition of the Agreement, specifically failure to submit the monthly rental payment as specified, the Agreement shall terminate in thirty (30) days. In the event of default by Lessee, Lessor shall have all remedies as provided by law. Unless otherwise provided by statute, Lessor or Lessee will pay to the prevailing party, court costs and attorneys' fees in a reasonable sum in any legal action brought forth.

25. Return of Subject Property to Lessor

Upon vacating, Lessee agrees to leave the premises in as good a condition or better than existed on the first day of occupancy, allowing for ordinary and normal usage, and to reimburse Lessor for any damage done to said property caused by Lessee's occupation or tenancy, other than due to normal use. It is further agreed that if the advertising sign is not removed by the termination date, said sign and all appurtenances become the property of the Lessor, for disposal. This tenancy is temporary by reason of the fact that Lessor has acquired the premises for transportation purposes, and Lessee is to vacate said premises at any time within thirty (30) days after receipt of a notice as stated in Section (1) "Term of the Agreement." Nothing herein shall be deemed a waiver of Lessor's right to demand and obtain possession of said premises in accordance with the law in the event of a violation on part of Lessee of any of the terms or conditions hereof.

26. Addenda

Any addenda to this Agreement are by this reference made a part hereof as though fully set forth therein.

27. Addresses of Lessor and Lessee

Any notices to or demand upon either party hereto by the other pursuant to this Agreement shall be in writing and shall be delivered in person to the other party or forwarded by certified mail, postage prepaid, addressed as follows:

TO LESSOR AT:	
Arizona Department of Transportation	
Intermodal Transportation Division	
Right of Way Group, Property Management Section	
205 South 17th Avenue, Mail Drop #612E	
Phoenix, Arizona 85007	
(602) 712-7587	Monday-Friday 8am-5pm
(602) 316-9504	Emergency **only** Phone No.

TO LESSEE AT:	
Name:	
Address	
City, State, Zip	

Your R/W Property Management Section Agent			
Name:		E-Mail:	
Phone No:		Work Hours:	

Or elsewhere, as either party may, from time-to-time designate by written notice to the other.

BY:

_____ _____

Lessee's Signature Lessee's Printed Name/Title

_____ _____

Social Security # or Employer ID # Date

LESSEE

APPROVED:

ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____/_____

Manager, Property Management Section Date

LESSOR

To Return to This Section Exhibits ~ **Click Here**

The Most Current and Approved Letterhead

Business Name
Address
City, State Zip Code

RE:	Project No:	_____	Parcel No.:	_____
	Highway:	_____	Agreement No.:	_____
	Section:	_____	Assessor No.:	_____

Dear _____:

The Arizona Department of Transportation must have all occupants residing or doing business on State-owned land to do so under terms of a written agreement or lease. Therefore, we have enclosed three (3) Unimproved or Vacant Land Rental Agreements for the property located at _____, in _____, Arizona, for your review and signature. This Agreement is on a month-to-month basis, and becomes effective on _____.

The rental rate is established at **$**_____ with a **0.5%** privilege tax in the amount of **$**_____, for a total of **$**_____. There is also a security deposit of $_____. The total amount of **$**_____ will be due and payable by check or money order on or before _____. All subsequent payments shall be payable monthly, in advance, on or before the first day of each month of occupancy thereafter.

All rent payments shall be payable and mailed to the Arizona Department of Transportation, Right of Way Operations Section, 205 South 17th Avenue - Mail Drop 612E, in Phoenix, Arizona 85007. Please reference the **ADOT Parcel Number** _____ and your **Rental Agreement Number CRA**-_____ with your payment.

It is also required that you provide us a **Certificate of Insurance** as stated in Section (15) "**Public Liability Insurance of Lessee"** in the specified amount naming the Arizona Department of Transportation as **"Additional Insured**" and identifying the property with the **ADOT Parcel Number** _____ and your **Rental Agreement Number CRA**- _____.

Please sign and return all three (3) copies of the enclosed Rental Agreements. Your fully executed copy will be delivered to you for your reference.

Should you have any questions, please contact your Leasing Agent, _____ at 205 South 17th Avenue, Mail Drop 612E, in Phoenix, Arizona 85007 or by telephone at (602) 712-_____.

Sincerely,

_____, Manager, Property Management Section

Initials
Enclosures

AGREEMENT SUMMARY
FOR UNIMPROVED OR VACANT LANDS

LESSOR STATE OF ARIZONA by and through its ARIZONA DEPARTMENT OF TRANSPORATION

Project:		Lessee:	
Highway:		Location:	
Section:			
Parcel No.:			
Agreement No.:			
Assessor No.:			

1. Term of the Agreement
2. Rental Rate
3. Security Deposit
4. Cancellation Clause
5. Use of Subject Property
6. Compliance with Environmental Laws
8. Maintenance of Subject Property
9. Mechanics Liens
10. Untenantable Property Due to Damage
11. Right of Entry by Lessor
12. Inspections and Testing by Lessor
13. Liability of Lessor
14. Public Liability Insurance by Lessee
15. Environmental Waste Indemnification by Lessee
16. Utilities and Services
17. Relocation Provisions
18. Sale of Subject Property by Lessor
19. Transfer of Ownership by Lessor
20. Assignment of Agreement by Lessee
21. Nondiscrimination Regulations
22. Default by Lessee
23. Termination for Hazardous Waste
24. Return of Subject Property to Lessor
25. Addenda
26. Addresses of Lessor and Lessee

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION/RIGHT OF WAY GROUP
PROPERTY MANAGEMENT SECTION

RENTAL AGREEMENT
FOR UNIMPROVED OR VACANT PROPERTIES

Project:		Agreement:	**CRA-**
Highway:		Monthly Rental Payment:	**$**
Section:			
Parcel:			
Assessor No.:			

The State of Arizona, by and through the Arizona Department of Transportation (ADOT), hereinafter referred to as Lessor, does hereby authorize _____, hereinafter referred to as Lessee, occupy the property located at _____, in _____, Arizona, and containing approximately _____ square feet. Said property is more particularly described as _____ as shown on the attached map.

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Term of the Agreement**
The term of this Rental Agreement will be on a month-to-month basis, commencing the first of the month (Month, Day, Year), and each successive month thereafter. This Agreement is cancelable at any time with the mutual agreement of Lessor and Lessee. Further, Lessee agrees that should Lessor require the property for transportation purposes, Lessor may cancel this Agreement by sending written notification to the Lessee at least thirty (30) days prior to the intended effective date of cancellation.

2. **Rental Rate**
The monthly rental rate is established at **$**_____, with a **0.5%** privilege tax in the amount of **$**_____, for a total monthly payment of **$**_____. The rental rate is subject to periodic review and adjustment. Lessor agrees to notify Lessor in writing by certified mail thirty (30) days prior to the effective date of any adjustment in the rental rate. The initial rent payment shall be due on _____. Thereafter, the monthly rent payment shall be due and payable by the first day of each month.

All rental payments shall be paid by check or money order payable to the Arizona Department of Transportation, Right of Way Operations Section, 205 South 17th Avenue, Mail Drop 612E, Phoenix, Arizona 85007.

If the entire monthly rent payment is not received by the Lessor on or before the seventh day of the month a late fee equal to **5%** of the total outstanding balance shall be assessed to the Lessee. Lessor will accept no partial payments of rent or late fees and late fees will continue to accrue until all outstanding balances are paid in full. Please reference your Parcel Number _____ and Agreement Number _____ on all correspondence and checks sent to the Lessor.

Upon termination, Lessor will refund without interest, the unused portion of any prepaid rent. Prorated rents are calculated on a thirty (30) day basis.

3. **Security Deposit**
Lessee agrees to deposit with Lessor, $_____ as a guarantee for faithful performance of the terms and conditions of this Agreement. If at any time Lessee fails to keep and perform all of the terms, covenants and conditions of this Agreement, including the payment of rent, overdue and unpaid, Lessor may, at its sole option, appropriate and apply all or any portion of said security deposit to the payment of any loss, damage, or liens incurred by Lessor by reason of Lessee's default or breach. Upon termination of this Agreement and Lessee's vacating the premises, Lessor shall return, without interest, said deposit or portion remaining, if any, after deductions for an amount equal to any unpaid rents and/or loss and damage sustained by Lessor.

4. **Cancellation Clause**
This Agreement is subject to cancellation by the Governor pursuant to A.R.S. 38-511.

5. **Use of Subject Property**
This property is for the sole use of Lessee, and shall only be used for the purpose of _____, and said use shall be operated in accordance with prevailing standards and criteria established therefore, by the applicable governing agencies and without creating or causing to be created, nuisances or hazards to the public health or safety or interfering with the rights or business activities of other tenants. This shall be the only use permitted on this site during the term of this Agreement. Lessee further agrees not to use or permit any use of property for any illegal or immoral purpose and to comply with all state laws or local ordinances concerning said property and the use thereof. Lessee agrees to immediately notify Lessor of any change in Lessee's operation on the premises that will change, or has the potential to change, Lessee's or Lessor's obligations or liabilities under the environmental laws.

6. **Compliance with Environmental Laws**
Lessee shall, at Lessee's own expense, comply with all present and hereinafter enacted environmental laws and any amendments thereto, affecting Lessee's operation on the leased premises. Lessee shall immediately notify Lessor should it receive any correspondence or communication from any governmental entity regarding the application of environmental laws to the premises or Lessee's operation on the premises. Any environmental assessments, studies, or audits known by Lessor, may be disclosed to third parties as a result of public disclosure laws, and will be disclosed to other state and federal agencies that are concerned with the enforcement of environmental laws and regulations.

7. **Maintenance of Subject Property**
Lessee agrees to maintain leased property in a neat, clean and orderly condition at all times during occupancy, and not permit debris to accumulate at any time; not to commit, suffer, or permit any waste of said property or any acts to be committed in violation of any laws or ordinances.

8. **Mechanics Liens**
Lessee shall keep the property free from any liens arising from work performed, materials furnished or obligations incurred by Lessee and shall indemnify, hold harmless and defend Lessor from any liens and encumbrances arising from any work performed or materials furnished by or at the direction of Lessee. Upon completion of any approved construction activity, copies of signed lien waivers shall be supplied to Lessor by Lessee.

9. Untenantable Property Due to Damage

In the event the improvements are partially damaged or totally destroyed by fire, flood, accident or acts of God, Lessor shall have the option to repair/restore said improvements or terminate this Agreement by delivering written notice of immediate termination to Lessee. If this Agreement is terminated, Lessee shall be entitled to a proration of the unused rent. If a portion of the property is rendered untenantable, Lessor may elect to reduce the rental rate proportionately until the property has been restored.

10. Right of Entry by Lessor

Lessee acknowledges that Lessor's needs and requirements may necessitate survey or preliminary engineering studies. Therefore, Lessor specifically reserves the right of entry to the occupied premises at any and all reasonable times. Lessor hereby agrees to give Lessee at least seven (7) days notice to enter the property for this purpose. In the event such entry causes damage to tenant improvements or crops, no monetary reimbursements will be forthcoming.

11. Inspections and Testing by Lessor

Lessor reserves the right to inspect the premises periodically to determine the general condition and upkeep of the property. It is also agreed that Lessor or its contractors, shall have the right at any time during regular business hours to come on the premises to visually inspect for hazardous waste, and other pollutants; and may test for such hazardous waste, or other pollutants, at any time it reasonably believes hazardous waste or pollutants are on the premises. Lessor will give Lessee not less than two (2) days notice of such inspections. Lessee will not unreasonably withhold permission for such inspections. In the event Lessor determines to test, it or its contractor may come on the premises during regular business hours, but shall have the right to do its testing during or after regular business hours. The testing procedures shall not unreasonably interfere with Lessee's operation. The results of visual inspection on testings will be disclosed in accordance with Section (11) "Compliance with Environmental Laws."

12. Liability of Lessor

This Agreement is made upon the express condition that Lessor does not protect or insure against loss of personal property or improvements owned by Lessee and Lessee waives the right to claim damages from Lessor for any damage resulting to said property in the event damaged or destroyed by fire or any other cause which is not the direct result of negligence of Lessor. Lessee further shall hold and save harmless Lessor, or any of its departments, agencies, boards, commissions, agents, or employees from all costs and damages to any person arising out of any injuries or losses caused by Lessee, its agents or employees, licensees, invitees, trespassers, or any third parties' willful or negligent act during occupancy of the subject property.

13. Liability Insurance by Lessee

a. INDEMNIFICATION:

Lessee 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 Lessee or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to

Lessee's occupancy and use of the Leased Premises. 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 Lessee from and against any and all claims. It is agreed that Lessee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the Lessee is/are an agency, board, commission or university of the State of Arizona.

b. INSURANCE REQUIREMENTS:

Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Lease. Should the Lessee fail to maintain continuous liability insurance, this Agreement shall terminate.

The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. The State of Arizona in no way warrants that the minimum limits contained herein is sufficient to protect the Lessee from liabilities that might arise out of this Lease. Lessee is free to purchase such additional insurance as Lessee determines necessary.

1. MINIMUM SCOPE and LIMITS of INSURANCE: Lessee shall provide coverage with limits of liability not less than those stated below.

(a) Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Blanket Contractual Liability – Written and Oral	$1,000,000
Fire Damage (Any one fire)	$ 500,000

(1) The policy shall be endorsed to include the following 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 insured's with respect to liability arising out of the use and/or occupancy of the property subject to this Lease.

(2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

(b) Property Insurance – coverage on the building is only required if the lessee is the sole occupant/owner of the building.

Coverage on Lessee's Personal Property	Replacement Value
Coverage on building (if Lessee is sole occupant)	Replacement Value

(1) Property insurance shall be written on an "all risk, replacement

cost coverage, including coverage for flood and earth movement.

(2) If property coverage on the building is required, "the State of Arizona (and the respective agency or university) shall be named as a loss payee".

(3) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Lessee.

This agreement is made upon the expressed condition that Lessor does not protect or insure against loss of personal property or improvements owned by Lessee and Lessee waives the right to claim damages form Lessor for any damage resulting to said property in the event that property is damaged or destroyed by fire or any other perils which is not a direct result of negligence by Lessor.

(c) Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

(1) The policy shall be endorsed to include the following 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 insured's with respect to liability arising out of the activities performed by or on behalf of the Lessee, involving automobiles owned, leased, hired or borrowed by the Lessee."

(2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

(d) Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory Employers' Liability
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

(1) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

2. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

(a) The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Lessee, even if those limits of liability are in excess of those required by this Lease.

(b) The Lessee's insurance coverage shall be primary insurance with respect to all other available sources.

(c) Coverage provided by the Lessee shall not be limited to the liability assumed under the indemnification provisions of this Lease.

3. NOTICE OF CANCELLATION: With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

4. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less that A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Lessee from potential insurer insolvency.

5. VERIFICATION OF COVERAGE: Lessee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. 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 lease term commences. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the Agreement and must remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of the Agreement.

All certificates required by this Agreement shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona Department, lease agreement number and location description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

6. APPROVAL: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

7. EXCEPTIONS: In the event the Lessee is/are a public entity, then the

Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Lessee is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Lessee or Lessee's Insurance Company shall furnish Lessor with a "Certificate of Insurance" for the above-mentioned amounts, upon execution of this agreement. This certificate should state ADOT'S Parcel Number _____ and Rental Agreement Number _____.

14. Environmental Waste Indemnification by Lessee

Lessee shall indemnify and hold harmless Lessor, its employees, and agents from and against any and all loss, damage, and expense (including, but not limited to, reasonable investigation, legal fees, and expenses), including but not limited to, any claim or action for injury, liability, or damage to persons or property, and any and all claims or actions brought by any person, firm, governmental body, or other entity, alleging or resulting from or arising from or in connection with contamination of, or adverse effects on the environment, or violation of any environmental law or other statute, ordinance, rule, regulation, judgment, or order of any government or judicial entity, and from and against any damages, liabilities, costs, and penalties assessed as a result of any activity or operation on the property during the term of this Agreement. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the environmental laws for any action that occurred on the property. Lessee's failure to abide by the terms of this paragraph shall be restrainable by injunction.

15. Utilities and Services

Any and all utilities and other services required by Lessee shall be in the name of and paid by Lessee.

16. Relocation Provisions

Notwithstanding anything to the contrary, this Agreement is not subject to the provisions of A.R.S. 28-7141, et seq. and rules promulgated thereunder and 42 U.S.C. 4601-4639 and regulations promulgated thereunder both as now existing or as may hereafter be amended during the term of this Agreement. This clause shall not extend any right to Lessee or impose any liability or duty upon Lessor provided for the herein referenced statutes and regulations.

17. Sale of Subject Property by Lessor

Lessee agrees in the event Lessor desires to sell said property; Lessee will make no claim to prevent such sale. However, said sale shall be subject to the terms and conditions of this Agreement then in effect and nothing in this Agreement shall prevent Lessee from purchasing the property as any other member of the public.

18. Transfer of Ownership by Lessor

Any transfer of ownership of, or rights in, the subject property by the Lessor to any other governmental agency shall be conditional to this Agreement.

19. Assignment of Agreement by Lessee

Lessee shall not assign its interest herein, and shall not sublease the aforesaid premises or permit same to be used by any unauthorized person or firm.

20. Nondiscrimination Regulations

Lessee, for itself and its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that 1) no person on the grounds of race, color, sex, familial status, disability, religion or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities 2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, familial status, disability, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination 3) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Agreement and to re-enter and repossess said land and improvements thereon, and hold the same as if said Agreement had never been made or issued.

21. Default by Lessee

Should Lessee fail to maintain continuous liability insurance, this Agreement shall terminate immediately. Should Lessee default on any other term or condition of the Agreement, specifically failure to submit the rental payment as specified herein, the Agreement shall terminate in thirty (30) days. In the event of default by Lessee, Lessor shall have all remedies as provided by law. Unless otherwise provided by statute, Lessor or Lessee will pay to the prevailing party, court costs and attorneys' fees in a reasonable sum in any legal action brought forth.

22. Termination for Hazardous Waste

Should Lessor have reasonable grounds to believe hazardous waste, or other pollutants, are being manufactured, stored, or dumped on the premises, Lessor, may at its discretion, terminate this Agreement on fifteen (15) days notice. Termination does not relieve Lessee of its liability or responsibility to clean up, including appropriate consulting costs, the hazardous waste or pollutants. In the event of termination under this clause, Lessor shall not be required to return prepaid rents or security deposits but may hold them to apply against clean up costs incurred by Lessor. Rent due, or paid, shall be prorated as of the date of termination.

23. Return of Subject Property to Lessor

Upon vacating the subject property, Lessee agrees to leave the premises in the same condition or better than existed on the first day of occupancy, allowing for ordinary and normal usage, and to reimburse Lessor for any damage done to said property caused by Lessee's occupation or tenancy, other than due to normal use. This tenancy is temporary by reason of the fact that Lessor has acquired the premises for transportation purposes, and Lessee is to vacate said premises at any time within thirty (30) days after receipt of a notice as stated in Section (1) "Term of the Agreement". Nothing herein shall be deemed a waiver of Lessor's right to demand and obtain possession of said premises in accordance with the law in the event of a violation on part of Lessee of any of the terms or conditions hereof.

24. Addenda

Any addenda to this Agreement are by this reference made a part hereof as though fully set forth therein.

25. Addresses of Lessor and Lessee

Any notices to or demand upon either party hereto by the other pursuant to this Agreement shall be in writing and shall be delivered in person to the other party or forwarded by certified mail, postage prepaid, addressed as follows:

TO LESSOR AT:	
Arizona Department of Transportation	
Intermodal Transportation Division	
Right of Way Group, Property Management Section	
205 South 17th Avenue, Mail Drop #612E	
Phoenix, Arizona 85007	
(602) 712-7587	Monday-Friday 8am-5pm
(602)	Emergency **only** Phone No.

TO LESSEE AT:	
Name:	
Address	
City, State, Zip	

Your R/W Property Management Section Agent			
Name:		E-Mail:	
Phone No:		Work Hours:	

Or elsewhere, as either party may, from time-to-time designate by written notice to the other.

BY:

_____ _____

Lessee's Signature Lessee's Printed Name/Title

_____ _____

Social Security # or Employer ID # Date

LESSEE

APPROVED:

ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____/_____

Manager, Property Management Section Date

LESSOR

To Return to This Section Exhibits ~ **Click Here**

The Most Current and Approved Letterhead

Name
Address
City State, Zip code

RE:	Project:	_____	Parcel No.:	_____
	Highway:	_____	Agreement No.:	_____
	Section:	_____	Assessor No.:	_____

Dear _____:

The Arizona Department of Transportation must have all occupants residing or doing business on State-owned land do so under terms of a written agreement or lease. Therefore, we have enclosed three (3) original Extended Occupancy Agreements for the property located _____, in _____ City, State, for your review and signature.

This Agreement is on a month-to-month basis and becomes effective **the Close of Escrow date** or **the Order of Immediate Possession date**. You will have thirty (30) days free rent from that date. You will receive a letter stating the Arizona Department of Transportation is in possession of the property, the date your first payment is due, and the prorated amount of your first payment.

The rental rate is established at **$**_____ per month. The rental agreement shall commence thirty (30) days after **the Close of Escrow date** or **the Order of Immediate Possession date**. Thereafter, the rent shall be payable on or before the first day of each month to the Arizona Department of Transportation, Right of Way Operations Section, 205 South 17th Avenue, Mail Drop 612E, Phoenix, Arizona 85007. Please reference your **ADOT Parcel Number** _____ and **Rental Agreement Number** _____ with your payment.

It is also required that you have your insurance carrier provide a "**Certificate of Insurance"** with the correct coverage as specified in Section (16) of this Agreement, listing the Arizona Department of Transportation as Additional Insured and identifying the property with the **ADOT Parcel Number** _____ and **Rental Agreement Number** _____.

Please sign all three (3) Rental Agreements and return them along with the Certificate of Insurance, and the completed contact information form in the self-addressed, postage-paid envelope provided. Your executed copy of this agreement will be forwarded to you.

Should you have any questions, please contact your leasing agent _____ at (602) 712-_____ or by mail to 205 South 17th Avenue, Mail Drop 612E, in Phoenix, Arizona 85007.

Sincerely,

_____, Manager, Property Management Section

Manager/Typists initials
Enclosures

EXTENDED OCCUPANCY AGREEMENT
FOR UNIMPROVED OR VACANT LANDS
AGREEMENT SUMMARY

LESSOR STATE OF ARIZONA by and through its ARIZONA DEPARTMENT OF TRANSPORTATION

Project:		Lessee:	
Highway:			
Section:			
Parcel:		Location:	
Agreement:			
Assessor No.:			

1. Term of the Agreement
2. Rental Rate
3. Security Deposit
4. Cancellation Clause
5. Use of Subject Property
6. Compliance with Environmental Laws
7. Improvements Constructed on Property by Lessee
8. Zoning and Permits Required
9. Maintenance of Subject Property
10. Mechanics Liens
11. Untenantable Property Due to Damage
12. Right of Entry by Lessor
13. Inspections and Testing by Lessor
14. Liability of Lessor
15. Public Liability Insurance by Lessee
16. Environmental Waste Indemnification by Lessee
17. Utilities and Services
18. Sale of Subject Property by Lessor
20. Transfer of Ownership by Lessor
21. Assignment of Agreement by Lessee
22. Nondiscrimination Regulations
23. Default by Lessee
24. Termination for Hazardous Waste
25. Return of Subject Property to Lessor
26. Addenda
27. Addresses of Lessor and Lessee

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION/RIGHT OF WAY GROUP
PROPERTY MANAGEMENT SECTION

EXTENDED OCCUPANCY AGREEMENT FOR UNIMPROVED OR VACANT PROPERTIES

Highway:		Monthly Rental Payment:	
Section:			
Parcel:			
Assessor No.:			

The State of Arizona, by and through the Arizona Department of Transportation (ADOT), hereinafter referred to as Lessor, does hereby authorize _____ referred to as Lessee, to lease the property located at _____ in the city of _____, Arizona. The site area is approximately _____ acres. Said property is more particularly described as that portion of the _____ of the GSRB&M in _____ County, Arizona, and further described in Exhibit "A" attached hereto.

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Term of the Agreement**
The term of the Rental Agreement shall be on a month-to-month basis, effective the date of **the Close of Escrow** or **the date of the Order of Immediate Possession**. This Agreement is cancelable at any time with the mutual agreement of Lessor and Lessee. Furthermore, Lessee agrees that should Lessor require the property for transportation purposes, Lessor may terminate this Agreement by sending written notice to vacate at least thirty (30) days prior to the intended effective date of cancellation.

2. **Rental Rate**
The rental rate is established at **$**_____ per month. This payment becomes due and payable commencing thirty (30) days after the Close of Escrow or Order of Immediate Possession. Thereafter, all rent shall be payable monthly on or before the first day of each month of occupancy. Rental payments are due and payable to the Arizona Department of Transportation, 205 South 17th Avenue, Right of Way Operations Section, Mail Drop 612E, Phoenix, Arizona 85007. Please reference the **ADOT Parcel Number** _____ and **Rental Agreement Number** _____ on your check.

If the entire monthly rent payment is not received by the Lessor on or before the seventh day of the month a late fee equal to **5%** of the total outstanding balance shall be assessed to the Lessee. Lessor will accept no partial payments of rent or late fees, and late fees will continue to accrue until all outstanding balances are paid in full. Upon termination of this lease, Lessor will refund without interest the unused portion of any prepaid rent. Prorated rents are calculated on a thirty (30) day basis. Failure to pay the rent as specified could result in an automatic deduction of the delinquent amount from your acquisition security deposit. Lessor agrees to notify Lessee in writing by certified mail thirty (30) days prior to the effective date in any adjustment in the rental rate.

3. **Security Deposit**
Lessee agrees to deposit with Lessor the sum of **$**_____ as a guarantee for faithful performance of the terms and conditions of this Lease. If at anytime Lessee fails to keep and perform any or all of the terms, covenants and conditions of this Lease, including

without limitation the payment of rent, and any other expenses, fees and costs, Lessor may, at its sole option, appropriate and apply all or any portion of security deposits to the payment of any such amounts. Upon termination of this Lease and Lessee's vacating the Premises, Lessor shall return, without interest, any remaining portion of said deposit.

4. **Cancellation Clause**
This Agreement is subject to cancellation by the Governor pursuant to A.R.S. 38-511.

5. **Use of Subject Property**
This property is being leased for use as a _____, and said use shall be operated in accordance with prevailing standards and criteria established therefore, by the applicable governing agencies and without creating or causing to be created, nuisances or hazards to the public health or safety or interfering with the rights or business activities of other tenants. This shall be the only use permitted on this site during the term of this Agreement. Lessee further agrees not to use or permit any use of property for any illegal or immoral purpose and to comply with all state laws or local ordinances concerning said property and the use thereof. Lessee agrees to immediately notify Lessor of any change in Lessee's operation on the premises that will change, or has the potential to change, Lessee's or Lessor's obligations or liabilities under the environmental laws.

6. **Compliance with Environmental Laws**
Lessee shall, at Lessee's own expense, comply with all present and hereinafter enacted environmental laws and any amendments thereto, affecting Lessee's operation on the leased premises. Lessee shall immediately notify Lessor should it receive any correspondence or communication from any governmental entity regarding the application of environmental laws to the premises or Lessee's operation on the premises. Any environmental assessments, studies, or audits known by Lessor, may be disclosed to third parties as a result of public disclosure laws, and will be disclosed to other state and federal agencies that are concerned with the enforcement of environmental laws and regulations.

7. **Improvements Constructed on Property by Lessee**
If Lessee desires to construct additional improvements, Lessee shall first submit a request in writing to Lessor, and shall include a copy of the construction plans for the proposed changes. Lessee shall ensure appropriate dust mitigation procedures during the construction of the new improvements.

On or before termination of this Agreement, Lessee at Lessee's expense shall remove any and all additional improvements placed on said parcel by Lessee. If removal of said additional improvements defaces the subject property, or disturbs any known or suspected asbestos-containing material, Lessee at Lessee's expense shall be responsible for replacing or repairing any damage caused by such removal and shall also be responsible for any and all actions necessary to avoid the potential exposure of previously contained or encapsulated asbestos material, prior to termination of this Agreement. Should Lessee desire to abandon the additional improvements and Lessor does not object to said abandonment, the additional improvements shall become the sole and separate property of Lessor at no cost to Lessor.

8. **Zoning and Permits Required**
Lessee shall obtain proper zoning clearance and/or building permits from all governmental agencies having jurisdiction over subject property prior to the start of activities as detailed in Section (7) "Improvements Constructed on Property by Lessee."

Copies of the documents shall be provided to Lessor by Lessee, and shall include copies of construction plans as approved by the appropriate governmental agencies having jurisdiction. Lessee further agrees that said zoning clearance and/or building permits shall be obtained by Lessee at no cost to Lessor.

9. Maintenance of Subject Property

Lessee agrees to maintain leased property in a neat, clean and orderly condition at all times during occupancy, and not permit debris to accumulate at any time; not to commit, suffer, or permit any waste of said property or any acts to be committed in violation of any laws or ordinances.

10. Mechanics Liens

Lessee shall keep the property free from any liens arising from work performed, materials furnished or obligations incurred by Lessee and shall indemnify, hold harmless and defend Lessor from any liens and encumbrances arising from any work performed or materials furnished by or at the direction of Lessee. Upon completion of any approved construction activity, copies of signed lien waivers shall be supplied to Lessor by Lessee.

11. Untenantable Property Due to Damage

In the event the improvements are partially damaged or totally destroyed by fire, flood, accident or acts of God, Lessor shall have the option to repair/restore said improvements or terminate this Agreement by delivering written notice of immediate termination to Lessee. If this Agreement is terminated, Lessee shall be entitled to a proration of the unused rent. If a portion of the property is rendered untenantable, Lessor may elect to reduce the rental rate proportionately until the property has been restored. Lessee may elect to vacate the premises and immediately notify Lessor in writing of such vacation.

12. Right of Entry by Lessor

Lessee acknowledges that Lessor's needs and requirements may necessitate survey or preliminary engineering studies. Therefore, Lessor specifically reserves the right of entry to the occupied premises at any and all reasonable times.

13. Inspections and Testing by Lessor

Lessor reserves the right to inspect the premises periodically to determine the general condition and upkeep of the property. It is also agreed that Lessor or its contractors, shall have the right at any time during regular business hours to come on the premises to visually inspect for hazardous waste, and other pollutants; and may test for such hazardous waste, or other pollutants, at any time it reasonably believes hazardous waste or pollutants are on the premises. Lessor will give Lessee not less than two (2) days notice of such inspections. Lessee will not unreasonably withhold permission for such inspections. In the event Lessor determines to test, it or its contractor may come on the premises during regular business hours, but shall have the right to do its testing during or after regular business hours. The testing procedures shall not unreasonably interfere with Lessee's operation. The results of visual inspection on testings will be disclosed in accordance with Section (6) "Compliance with Environmental Laws."

14. Liability of Lessor

This Agreement is made upon the express condition that Lessor does not protect or insure against loss of personal property or improvements owned by Lessee and Lessee waives the right to claim damages from Lessor for any damage resulting to said property in the event damaged or destroyed by fire or any other cause which is not the direct

result of negligence of Lessor. Lessee further shall hold and save harmless Lessor, or any of its departments, agencies, boards, commissions, agents, or employees from all costs and damages to any person arising out of any injuries or losses caused by Lessee, its agents or employees, licensees, invitees, trespassers, or any third parties' willful or negligent act during occupancy of the subject property.

15. Public Liability Insurance by Lessee

a. INDEMNIFICATION:

Lessee 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 Lessee or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Lessee's occupancy and use of the Leased Premises. 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 Lessee from and against any and all claims. It is agreed that Lessee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the Lessee is/are an agency, board, commission or university of the State of Arizona.

b. INSURANCE REQUIREMENTS:

Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Lease. Should the Lessee fail to maintain continuous liability insurance, this Agreement shall terminate.

The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. The State of Arizona in no way warrants that the minimum limits contained herein is sufficient to protect the Lessee from liabilities that might arise out of this Lease. Lessee is free to purchase such additional insurance as Lessee determines necessary.

1. MINIMUM SCOPE and LIMITS of INSURANCE: Lessee shall provide coverage with limits of liability not less than those stated below.

(a) Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Blanket Contractual Liability – Written and Oral	$1,000,000
Fire Damage (Any one fire)	$ 500,000

(1) The policy shall be endorsed to include the following 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 insured's with respect to liability arising out of the use and/or occupancy of the property subject to this Lease.

(2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

(b) Property Insurance – coverage on the building is only required if the lessee is the sole occupant/owner of the building.

Coverage on Lessee's Personal Property Replacement Value
Coverage on building (if Lessee is sole occupant) Replacement Value

(1) Property insurance shall be written on an "all risk, replacement cost coverage, including coverage for flood and earth movement.

(2) If property coverage on the building is required, "the State of Arizona (and the respective agency or university) shall be named as a loss payee".

(3) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Lessee.

This agreement is made upon the expressed condition that Lessor does not protect or insure against loss of personal property or improvements owned by Lessee and Lessee waives the right to claim damages form Lessor for any damage resulting to said property in the event that property is damaged or destroyed by fire or any other perils which is not a direct result of negligence by Lessor.

(c) Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

(1) The policy shall be endorsed to include the following 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 insured's with respect to liability arising out of the activities performed by or on behalf of the Lessee, involving automobiles owned, leased, hired or borrowed by the Lessee."

(2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

(d) Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory Employers' Liability
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

(1) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

2. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

(a) The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Lessee, even if those limits of liability are in excess of those required by this Lease.

(b) The Lessee's insurance coverage shall be primary insurance with respect to all other available sources.

(c) Coverage provided by the Lessee shall not be limited to the liability assumed under the indemnification provisions of this Lease.

3. NOTICE OF CANCELLATION: With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

4. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less that A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Lessee from potential insurer insolvency.

5. VERIFICATION OF COVERAGE: Lessee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. 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 lease term commences. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the Agreement and must remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of the Agreement.

   All certificates required by this Agreement shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona Department, lease agreement number and location description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

6. APPROVAL: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

7. EXCEPTIONS: In the event the Lessee is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Lessee is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

   Lessee or Lessee's Insurance Company shall furnish Lessor with a "Certificate of Insurance" for the above-mentioned amounts, upon execution of this agreement. This certificate should state ADOT'S Parcel Number _____ and Rental Agreement Number _____.

16. Environmental Waste Indemnification by Lessee

Lessee shall indemnify and hold harmless Lessor, its employees, and agents from and against any and all loss, damage, and expense (including, but not limited to, reasonable investigation, legal fees, and expenses), including but not limited to, any claim or action for injury, liability, or damage to persons or property, and any and all claims or actions brought by any person, firm, governmental body, or other entity, alleging or resulting from or arising from or in connection with contamination of, or adverse effects on the environment, or violation of any environmental law or other statute, ordinance, rule, regulation, judgment, or order of any government or judicial entity, and from and against any damages, liabilities, costs, and penalties assessed as a result of any activity or operation on the property during the term of this Agreement. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the environmental laws for any action that occurred on the property.

Lessee's failure to abide by the terms of this paragraph shall be restrainable by injunction.

17. Utilities and Services

Any and all utilities and other services required by Lessee shall be in the name of and paid by Lessee.

18. Sale of Subject Property by Lessor

Lessee agrees in the event Lessor desires to sell said property; Lessee will make no claim to prevent such sale. However, said sale shall be subject to the terms and conditions of this Agreement then in effect and nothing in this Agreement shall prevent Lessee from purchasing the property as any other member of the public.

19. Transfer of Ownership by Lessor

Any transfer of ownership of, or rights in, the subject property by the Lessor to any other governmental agency shall be conditional to this Agreement.

20. Assignment of Agreement by Lessee

Lessee shall not assign its interest herein, and shall not sublease the aforesaid premises or permit same to be used by any unauthorized person or firm.

21. Nondiscrimination Regulations

Lessee, for itself and its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that 1) no person on the grounds of race, color, creed, sex, age, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities 2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, creed, sex, age, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination 3) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Agreement and to re-enter and repossess said land and improvements thereon, and hold the same as if said Agreement had never been made or issued.

23. Default by Lessee

Should Lessee fail to maintain continuous liability insurance, this Agreement shall terminate immediately. Should Lessee default on any other term or condition of the Agreement, specifically failure to submit the rental payment as specified herein, the Agreement shall terminate in thirty (30) days. In the event of default by Lessee, Lessor shall have all remedies as provided by law. Unless otherwise provided by statute, Lessor or Lessee will pay to the prevailing party, court costs and attorneys' fees in a reasonable sum in any legal action brought forth.

24. Termination for Hazardous Waste

Should Lessor have reasonable grounds to believe hazardous waste, or other pollutants, are being manufactured, stored, or dumped on the premises, Lessor, may at its discretion, terminate this Agreement on fifteen (15) days notice. Termination does not

relieve Lessee of its liability or responsibility to clean up, including appropriate consulting costs, the hazardous waste or pollutants. In the event of termination under this clause, Lessor shall not be required to return prepaid rents or security deposits but may hold them to apply against clean up costs incurred by Lessor. Rent due, or paid, shall be prorated as of the date of termination.

25. Return of Subject Property to Lessor

Upon vacating the subject property, Lessee agrees to leave the premises in the same condition or better than existed on the first day of occupancy, allowing for ordinary and normal usage, and to reimburse Lessor for any damage done to said property caused by Lessee's occupation or tenancy, other than due to normal use. This tenancy is temporary by reason of the fact that Lessor has acquired the premises for transportation purposes, and Lessee is to vacate said premises at any time within thirty (30) days after receipt of a notice as stated in Section (1) "Term of the Agreement." Nothing herein shall be deemed a waiver of Lessor's right to demand and obtain possession of said premises in accordance with the law in the event of a violation on part of Lessee of any of the terms or conditions hereof.

26. Addenda

Any addenda to this Extended Occupancy Agreement are by this reference made a part hereof as though fully set forth herein.

27. Addresses of Lessor and Lessee

Any notices to or demand upon either party hereto by the other pursuant to this Agreement shall be in writing and shall be delivered in person to the other party or forwarded by certified mail, postage prepaid, addressed as follows:

TO LESSOR AT:	
Arizona Department of Transportation	
Intermodal Transportation Division	
Right of Way Group, Property Management Section	
205 South 17th Avenue, Mail Drop #612E	
Phoenix, Arizona 85007	
(602) 712-7587	Monday-Friday 8am-5pm
(602)	Emergency **only** Phone No.

TO LESSEE AT:	
Name:	
Address	
City, State, Zip	

Your R/W Property Management Section Agent			
Name:		E-Mail:	
Phone No:		Work Hours:	

Or elsewhere, as either party may, from time-to-time designate by written notice to the other.

BY:

_____ _____

Lessee's Signature Lessee's Printed Name/Title

_____ _____

Social Security # or Employer ID # Date

LESSEE

APPROVED:

ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____/_____

Manager, Property Management Section Date

LESSOR

To Return to This Section Exhibits ~ **Click Here**

The Most Current and Approved Letterhead

Name
Address
City, State Zip Code

RE:	Project No:	_____	Parcel No.:	_____
	Highway:	_____	Agreement No.:	_____
	Section:	_____	Assessor No.:	_____

Dear _____:

The Arizona Department of Transportation (ADOT) must have all occupants residing or doing business on State-owned land to do so under terms of a written agreement or lease. Therefore, we have enclosed three (3) copies of the Agricultural Rental Agreement, for the property located at _____, in _____, Arizona, for your review and signature. This Agreement is on a month-to-month basis for up to one (1) year, and becomes effective on _____ and _____ Date.

The monthly base rental rate is established at **$_____** with a **0.5%** privilege tax in the amount of **$_____**, for a total of **$_____**, along with a security deposit of **$_____** and a deposit for Grandfathered Water Rights and Wells of **$_____**. The total amount of **$_____** will be due and payable by check or money order on or before _____. All subsequent payments are due on the first day of each month of occupancy thereafter.

All rent payments shall be payable and mailed to the Arizona Department of Transportation, Right of Way Operations Section, 205 South 17th Avenue, Mail Drop 612E, in Phoenix, Arizona 85007. Please reference the **ADOT Parcel Number _____** and your **Rental Agreement Number CRA-_____** with your payment.

You must also provide a "**Certificate of Insurance**" with the correct coverage as specified in Section (17) "Liability Insurance by Lessee". Please have your insurance carrier specify the property on the certificate with the **ADOT Parcel** and your **Rental Agreement Number CRA** _____.

Please sign and return all copies of the Agreements where indicated. Your fully executed copy will be delivered to you for your reference.

Should you have any questions, please don't hesitate to contact your Right of Way Leasing Agent _____ by mail at 205 South 17th Avenue, Mail Drop 612E, Phoenix, Arizona 85007 or by telephone at (602) _____.

Sincerely,

Manager
Property Management Section
Enclosures (3)

LEASE AGREEMENT SUMMARY
TYPE 2 NON-IRRIGABLE WATER (For Use on ADOT-Owned Land)

LESSOR STATE OF ARIZONA by and through its ARIZONA DEPARTMENT OF TRANSPORTATION

Parcel No.:		Agreement No.:	
Lessee(s):			

1. Lease of Water Right
2. Compliance
3. Lease payment
4. Reporting Requirement
5. Protection of Water Right
6. Miscellaneous
7. Quiet Enjoyment
8. Improvements to Subject Property
9. Compliance with Environmental Laws
10. Zoning and Permits Required
11. Maintenance of Subject Property
12. Mechanics Liens
13. Untenantable Property Due to Damage
14. Right of Entry by Lessor
15. Inspections and Testing by Lessor
16. Liability of Lessor
17. Liability Insurance by Lessee
18. Environmental Waste Indemnification by Lessee
19. Pesticides and Fertilizers
20. Utilities
21. Prior Leases and Agreements
22. Relocation Provisions
23. Sale of Subject Property by Lessor
24. Transfer of Ownership by Lessor
25. Assignment of Agreement by Lessee
26. Nondiscrimination Regulations
27. Default by Lessee
28. Termination for Hazardous Waste
29. Return of Subject Property to Lessor
30. Addenda
31. Lessor's Hours of Operation
32. Addresses of Lessor and Lessee

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION/RIGHT OF WAY GROUP
PROPERTY MANAGEMENT SECTION

LEASE AGREEMENT
TYPE 2 NON-IRRIGABLE WATER (For Use on ADOT-Owned Land)

Project:		Parcel No.:	
Highway:		Agreement No.:	
Section:		Assessor No.:	

ADOT Point of Withdrawal Groundwater Right No.:	58-114466.0002	Well No.:	55-
New Point of Withdrawal Groundwater Right No.:	58-	Well No.:	55-
Lessee(s):			
c/o			
Location:			

Base Rental Payment:	$		

The State of Arizona, by and through the Arizona Department of Transportation, referred to as Lessor, does hereby authorize _____, hereinafter referred to as Lessee, to lease the Type 2 Non-Irrigation Right, and contains approximately _____ acre feet. This Rental Agreement is effective on _____.

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

WHEREAS, Lessor holds a Type 2 Non-Irrigation Right (the "Water Right") to withdraw groundwater from the Phoenix Active Management area granted by the State of Arizona, more particularly described as: The right to use ____ acre feet per annum, as evidenced by that certain Arizona Department of Water Resources (ADWR) Type 2 Non-irrigation Certificate No. 58-114466.0002 (The "Certificate," a copy of which is attached hereto as Exhibit "A"; and WHEREAS, Lessee desires to lease in part or whole of the Right from Lessor, and Lessor desires to and is authorized by law to lease such right per (A.R.S. § 45-464[g]). THEREFORE, for valuable consideration, the sufficiency and mutual receipt of which is hereby acknowledged, the parties agree as follows:

1. **Lease of Water Right**
   Lessor agrees to lease the Water Right to Lessee for _____, beginning _____, 20___ and ending _____ for the purpose of withdrawing ____ acre feet of groundwater for non-irrigation purposes. Lessee shall withdraw groundwater from _____ well within the Phoenix Active Management Area and shall comply with all applicable laws and rules and regulations regarding such use and withdrawal.

2. **Compliance**
   Lessor and Lessee shall execute such documents as may be required by ADWR to formally recognize Lessee's interests in the leased Water Right.

3. **Lease payment**
   Lessee agrees to pay to Lessor the sum of $_____ for use of the water right hereunder. Lessee agrees to pay that amount to Lessor at the time of execution of this Agreement.

4. **Reporting Requirement**
Lessor and Lessee each agree to be responsible for filing the requisite annual reports with ADWR regarding the quality of water withdrawn by that respective party under the Water Right and shall comply with the reporting provisions of A.R.S. § 45-632. Lessor and Lessee also assume responsibility for paying any and all groundwater withdrawal fees on the water withdrawn by that respective party under the Water Right pursuant to A.R.S. § 45-611. Lessor and Lessee shall process such filings in a timely manner and shall be responsible for any late fees or penalties imposed as a result of its failure to do so.

5. **Protection of Water Right**
Lessee agrees that it will not take any action that might jeopardize Lessor's ownership interest in the Water Right or that might subject Lessor to any penalty from regulatory agencies due to Lessee's improper use of the Water Right.

6. **Miscellaneous**
If any provision or provisions hereof or the application thereof to any party or person or circumstances shall be held to be invalid, void or illegal, the remaining provisions hereof or the application of such provisions other then those as to which it is held to be invalid shall nevertheless remain in full force and effect and not be effected thereby.

7. **Quiet Enjoyment**
Lessor represents to lessee that Lessor is the legal and equitable owner of the Water Right free and clear of any and all liens, encumbrances or rights, title or interest in favor of any third party and that, provided that lessee performs its obligations hereunder, Lessee shall have peaceful and quiet enjoyment of the Water Right at all times during the term of this Agreement.

8. **Improvements to Subject Property**
If Lessee desires to construct improvements on the subject property, Lessee shall first submit a request in writing to Lessor. Said request shall include all construction plans for the proposed project. Lessee shall have written permission from Lessor prior to the start of any said construction. On or before termination of this Agreement, Lessee at Lessee's expense shall remove any and all improvements placed on said parcel by Lessee. Lessee shall also remove any and all improvements placed on subject property by Lessee. If removal of said improvements defaces the subject property, Lessee at Lessee's expense, shall be responsible for replacing or repairing any damage caused by such removal prior to termination of this Agreement. Should Lessee desire to abandon the improvements and Lessor does not object to said abandonment, the improvements shall become the sole and separate property of Lessor at no cost to Lessor.

9. **Compliance with Environmental Laws**
Lessee shall, at Lessee's own expense, comply with all present and hereinafter enacted environmental laws and any amendments thereto, affecting Lessee's operation on the leased premises. Lessee shall immediately notify Lessor should it receive any correspondence or communication from any governmental entity regarding the application of environmental laws to the premises or Lessee's operation on the premises. Any environmental assessments, studies, or audits known by Lessor, may be disclosed to third parties as a result of public disclosure laws, and will be disclosed to other state and federal agencies that are concerned with the enforcement of environmental laws and regulations.

10. Zoning and Permits Required

Lessee shall obtain proper zoning clearance and/or building permits from all governmental agencies having jurisdiction over subject property prior to the start of activities as detailed in Section (8) "Improvements to Subject Property". Copies of the documents shall be provided to Lessor by Lessee, and shall include copies of construction plans as approved by the local governmental agencies having jurisdiction. Lessee further agrees that said zoning clearance and/or building permits shall be obtained by Lessee at no cost to Lessor.

11. Maintenance of Subject Property

Lessee agrees to maintain leased property in a neat, clean and orderly condition at all times during occupancy, and not permit debris to accumulate at any time; not to commit, suffer or permit any waste of said property or any acts to be committed in violation of any laws or ordinances.

12. Mechanics Liens

Lessee shall keep the property free from any liens arising from work performed, materials furnished or obligations incurred by Lessee and shall indemnify, hold harmless and defend Lessor from any liens and encumbrances arising from any work performed or materials furnished by or at the direction of Lessee. Upon completion of any approved construction activity, copies of signed lien waivers shall be supplied to Lessor by Lessee.

13. Untenantable Property Due to Damage

In the event the land itself is partially damaged or totally destroyed by flood, accident or acts of God, Lessor shall have the option to repair/restore said land or terminate this Agreement by delivering written notice of immediate termination to Lessee. If this Agreement is terminated, Lessee shall be entitled to a proration of the unused rent. If any portion of the property is rendered untenantable, Lessor may elect to reduce the Rental rate proportionately until the property has been restored.

14. Right of Entry by Lessor

Lessee acknowledges that Lessor's needs and requirements may necessitate survey or preliminary engineering studies; therefore, Lessor specifically reserves a right of entry to the occupied lands at any and all reasonable times.

15. Inspections and Testing by Lessor

Lessor reserves the right to inspect the premises periodically to determine the general condition and upkeep of the property. It is also agreed that Lessor or its contractors, shall have the right at any time during regular business hours to come on the premises to visually inspect for hazardous waste, and other pollutants; and may test for such hazardous waste, or other pollutants, at any time it reasonably believes hazardous waste or pollutants are on the premises. Lessor will give Lessee not less than two (2) days notice of such inspections. Lessee will not unreasonably withhold permission for such inspections. In the event Lessor determines to test, it or its contractor may come on the premises during regular business hours, but shall have the right to do its testing during or after regular business hours. The testing procedures shall not unreasonably interfere with Lessee's operation. The result of visual inspection on testing will be disclosed in accordance with Section (9) "Compliance with Environmental Laws".

16. Liability of Lessor

This Agreement is made upon the express condition that Lessor does not protect or insure against loss of personal property or improvements owned by Lessee and Lessee

waives the right to claim damages from Lessor for any damage resulting to said property in the event damaged or destroyed by fire or any other cause which is not the direct result of negligence of Lessor. Lessee further shall hold and save harmless Lessor, or any of its departments, agencies, boards, commissions, agents, or employees from all costs and damages to any person arising out of any injuries or losses caused by Lessee, its agents or employees, licensees, invitees, trespassers, or any third parties willful or negligent act during occupancy of the subject property.

17. Liability Insurance by Lessee

a. INDEMNIFICATION:

Lessee 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 Lessee or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Lessee's occupancy and use of the Leased Premises. 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 Lessee from and against any and all claims. It is agreed that Lessee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the Lessee is/are an agency, board, commission or university of the State of Arizona.

b. INSURANCE REQUIREMENTS:

Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Lease. Should the Lessee fail to maintain continuous liability insurance, this Agreement shall terminate.

The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. The State of Arizona in no way warrants that the minimum limits contained herein is sufficient to protect the Lessee from liabilities that might arise out of this Lease. Lessee is free to purchase such additional insurance as Lessee determines necessary.

1. MINIMUM SCOPE and LIMITS of INSURANCE: Lessee shall provide coverage with limits of liability not less than those stated below.

(a) Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Blanket Contractual Liability – Written and Oral	$1,000,000
Fire Damage (Any one fire)	$ 500,000

(1) The policy shall be endorsed to include the following 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 insured's with respect to liability arising out of the use and/or occupancy of the property subject to this Lease.

(2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

(b) Property Insurance – coverage on the building is only required if the lessee is the sole occupant/owner of the building.

Coverage on Lessee's Personal Property	Replacement Value
Coverage on building (if Lessee is sole occupant)	Replacement Value

(1) Property insurance shall be written on an "all risk, replacement cost coverage, including coverage for flood and earth movement.

(2) If property coverage on the building is required, "the State of Arizona (and the respective agency or university) shall be named as a loss payee".

(3) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Lessee.

This agreement is made upon the expressed condition that Lessor does not protect or insure against loss of personal property or improvements owned by Lessee and Lessee waives the right to claim damages form Lessor for any damage resulting to said property in the event that property is damaged or destroyed by fire or any other perils which is not a direct result of negligence by Lessor.

(c) Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

(1) The policy shall be endorsed to include the following 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 insured's with respect to liability arising out of the activities performed by or on behalf of the Lessee, involving automobiles owned, leased, hired or borrowed by the Lessee."

(2) Policy shall contain a waiver of subrogation against the State of

Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

(d) Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory Employers' Liability
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

(1) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

2. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

(a) The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Lessee, even if those limits of liability are in excess of those required by this Lease.

(b) The Lessee's insurance coverage shall be primary insurance with respect to all other available sources.

(c) Coverage provided by the Lessee shall not be limited to the liability assumed under the indemnification provisions of this Lease.

3. NOTICE OF CANCELLATION: With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

4. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less that A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Lessee from potential insurer insolvency.

5. VERIFICATION OF COVERAGE: Lessee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. 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 lease term commences. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the

Agreement and must remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of the Agreement.

All certificates required by this Agreement shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona Department, lease agreement number and location description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

6. APPROVAL: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

7. EXCEPTIONS: In the event the Lessee is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Lessee is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Lessee or Lessee's Insurance Company shall furnish Lessor with a "Certificate of Insurance" for the above-mentioned amounts, upon execution of this agreement. This certificate should state ADOT'S Parcel Number _____ and Rental Agreement Number _____.

18. Environmental Waste Indemnification by Lessee

Lessee shall indemnify and hold harmless Lessor, its employees, and agents from and against any and all loss, damage, and expense (including, but not limited to, reasonable investigation, legal fees, and expenses) including, but not limited to, any claim or action for injury, liability, or damage to persons or property, and any and all claims or actions brought by any person, firm, governmental body, or other entity, alleging or resulting from or arising from or in connection with contamination of, or adverse effects on the environment, or violation of any environmental law or other statute, ordinance, rule, regulation, judgment, or order of any government or judicial entity, and from and against any damages, liabilities, costs, and penalties assessed as a result of any activity or operation on the property during the term of this Agreement. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under Section (9) "Compliance with Environmental Laws" for any action that occurred on the property. Lessee's failure to abide by the terms of this paragraph shall be restrainable by injunction.

19. Pesticides and Fertilizers

Lessee shall use only those pesticides and/or fertilizers approved by applicable governing agencies.

20. Utilities

Any and all utilities required by Lessee shall be in the name of and paid by Lessee.

21. Prior Leases and Agreements

In the event there is any prior or existing lease or rental agreement covering the subject property and improvements, this Agreement shall cancel and terminate said prior lease or rental agreement as of the effective date of this Agreement.

22. Relocation Provisions

Notwithstanding anything to the contrary, this Agreement is not subject to the provisions of A.R.S. 28-7141, et seq. and rules promulgated there-under and 42 U.S.C. 4601-4639 and regulations promulgated there-under both as now existing or as may hereafter be amended during the Lessor provided for the herein referenced statutes and regulations.

23. Sale of Subject Property by Lessor

Lessee agrees in the event Lessor desires to sell said property; Lessee will make no claim to prevent such sale. However, said sale shall be subject to the terms and conditions of this Agreement then in effect and nothing in this Agreement shall prevent Lessee from purchasing the property as any other member of the public.

24. Transfer of Ownership by Lessor

Any transfer of ownership of, or rights in, the subject property by the Lessor to any other governmental agency shall be conditional to this Agreement.

25. Assignment of Agreement by Lessee

Lessee shall not assign its interest herein, and shall not sublease the aforesaid premises or permit same to be used by any unauthorized person or firm.

26. Nondiscrimination Regulations

Lessee for itself and its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1 no person on the grounds of race, color, creed, sex, age, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2 in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, creed, sex, age, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3 Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Agreement and to re-enter and repossess said land and hold the same as if said Agreement had never been made or issued.

27. Default by Lessee

Should Lessee fail to maintain continuous liability insurance, this Agreement shall terminate immediately. Should Lessee default on any other term or condition, specifically failure to submit the rental payment as specified, the Agreement shall terminate in thirty (30) days. In the event of default by Lessee, Lessor shall have all remedies as provided by law. Unless otherwise provided by statute, Lessor or Lessee will pay to the prevailing party, court costs and attorneys' fees in a reasonable sum in any legal action brought forth.

28. Termination for Hazardous Waste

Should Lessor have reasonable grounds to believe hazardous waste, or other pollutants, are being manufactured, stored, or dumped on the premises, Lessor may, at its discretion, terminate this Agreement on fifteen (15) days notice. Termination does not relieve Lessee of its liability or responsibility to clean up, including appropriate consulting costs, the hazardous waste or pollutants. In the event of termination under this clause, Lessor shall not be required to return prepaid rents or security deposits but may hold them to apply against clean up costs incurred by Lessor. Rent due, or paid, shall be prorated as of the date of termination.

29. Return of Subject Property to Lessor

Upon vacating, Lessee agrees to leave the premises in the same condition or better than existed on the first day of occupancy, allowing for ordinary and normal usage, and to reimburse Lessor for any damage done to said property caused by Lessee's occupation or tenancy, other than due to normal use. This tenancy is temporary by reason of the fact that Lessor has acquired the premises for transportation purposes, and Lessee agrees to vacate said premises at any time within thirty (30) days after receipt of a notice to vacate from Lessor. Nothing herein shall be deemed a waiver of Lessor's right to demand and obtain possession of said premises in accordance with the law in the event of a violation on part of Lessee of any of the terms or conditions hereof.

30. Addenda

Any addenda to this Agricultural Rental Agreement are by this reference made a part hereof as though fully set forth therein.

31. Lessors Hours of Operation

Lessor may be contacted Monday through Friday from 8:00 am to 5:00 pm, except on approved State and Federal Holidays.

32. Addresses of Lessor and Lessee

Any notices to or demand upon either party hereto by the other pursuant to this Agreement shall be in writing and shall be delivered in person to the other party or forwarded by certified mail, postage prepaid, addressed as follows:

TO LESSOR AT:	
Arizona Department of Transportation	
Intermodal Transportation Division	
Right of Way Group, Property Management Section	
205 South 17th Avenue, Mail Drop 612E	
Phoenix, Arizona 85007	
(602) 712-7587	Monday-Friday 8am-5pm
(602)	Emergency **only** Phone No.

TO LESSEE AT:	
Name:	
Address	
City, State, Zip	

Your R/W Property Management Section Agent			
Name:		E-Mail:	
Phone No:		Work Hours:	

Or elsewhere, as either party may, from time-to-time designate by written notice to the other.

BY:

_____ _____

Lessee's Signature Lessee's Printed Name/Title

_____ _____

Social Security # or Employer ID # Date

LESSEE

APPROVED:

ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____/_____

Manager, Property Management Section Date

LESSOR

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.25 Lease Preparation/PATS Data/Contact Information Form

LEASE PREPARATION/PATS DATA/CONTACT INFORMATION

Circle One	COE OR OIP	Date:	
Agent:		Phone:	
Project:		Parcel:	
Highway:		Agreement No.:	
Section:		Effective Date:	
Assessor No.:		Commencement Date:	
Base Rent:	$	Expiration Date:	
Privilege Tax %:	%	Multiply Rent by Tax %:	$
Rent + Tax:	$	Prorated Rent:	$
Security Deposit:	$	Total w/Tax & Sec:	$
Ins. Cert. Required?	Date Received:	Ins. Expiration Date:	

Construction:				**Need To Be Demolished?**	
Demo Clear Date:		**Bid Award Date:**		**Future Excess Land?**	

Rent Basis:	**Monthly**			**Yearly**	
Lessee Contact:		**Mobile:**		**Other Phone:**	
Occupant(s):					
Business Name (dba:)					
ADOT Property Location:					
City:				Zip:	
Cross Streets:					
Mailing Address:					
City, State & Zip Code:					
Occupant(s) Phone:				Fax:	
Legal Description:					
Use of Property:					
Square Feet:		# of Bedrooms:		Parking Type:	
Lot Size/Acres:		# of Bathrooms:		Cooling Type:	
Pool Type: (private, community)		Pool Equipment Needed? (See Pool/Spa Addendum)			
Other Improvements with Property:					
Commercial Bldg. Type:	Office:		Warehouse:		Other:
	Square Feet:		Square Feet:		Square Feet:

Utilities:	Electric Co.		Acct#:	
	Water Co.		Acct#:	
	Gas Co.		Acct#:	
Other:			Acct#:	
Fire Alarm?		Service By:	Acct#:	
Phone Line?		Service By:	Acct#:	
Utilities Paid By:	**Lessee or Lessor**	Notes:		
Groundwater Right #:	**58-**	Well On Property?	Well(s) #:	**55-**

Lease Type:		**Unit Type:**			
Standard Lease (Non-EOA)		Sign (Billboard)		Residential	
EOA (Owner/Tenant)		Cell Site		Mobile Home	
Rental Rate Notes: (Appsl) (ADOT) (Comps)		Government		Commercial	
		Agriculture		Vacant Land	

Comments:			
Acquisition Agent/Co:		Phone #:	

Lease Preparation/Pats Data/Contact Information
Updated 06/2014

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Exhibit 17.26 **Addendum**

LESSOR STATE OF ARIZONA by and through its ARIZONA DEPARTMENT OF TRANSPORTATION

Project:		Lessee:	
Highway:			
Section:		Location:	
Parcel:			
Agreement No.:			

ADDENDUM

_____, hereinafter referred to as Lessee and the Arizona Department of Transportation, hereinafter referred to as Lessor hereby agree to amend the following terms and conditions of the original Lease Agreement dated _____.

1. The rental rate to be $_____ per month.

2. The effective date of the rental change is _____.

3. That this addendum shall be made a part of the above-referenced Agreement as though fully set forth therein.

BY: _____ /_____
Lessee's Signature Date

_____
Social Security No. or Employer ID No.

LESSEE

ARIZONA DEPARTMENT OF TRANSPORTATION

Approved By: _____ /_____
R/W Property Management Section Manager Date

LESSOR

Addendum
Updated 06/2014

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Exhibit 17.27 Addendum Letter

(Most Current and Approved Letterhead)

Date

Name
Company
Address
City, State, Zip Code

RE: Project: _____
Highway: _____
Section: _____
Parcel: _____
Agreement: _____
Assessor No.: _____

Salutation _____:

Enclosed are three (3) Addendums for (Lessor Name) Lease A-_____ for your review and signature.

If you are in agreement with the Addenda, please sign and return all three (3) copies to this office for further processing. Your fully executed copy will be delivered to you for your reference.

Questions concerning this Addenda should be directed to Right of Way Agent, _____ at 205 South 17th Avenue, Mail Drop 612E, in Phoenix, Arizona 85007 or by telephone at (602) 712-_____.

Sincerely,

_____, Right of Way Agent
R/W Property Management Section

/Agent Initials

Enclosures

cc: R/W Operations Section

Addendum Letter
Updated 06/2014

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Exhibit 17.28 Notice of Termination of Rental Agreement Letter

The Most Current and Approved Letterhead

Date

_____
_____
_____

RE: Parcel No.: _____
Agreement No.: _____
Location: _____

Subject: LEASE TERMINATION

Dear _____:

This letter will serve as an official notice that the Arizona Department of Transportation has terminated the above referenced lease agreement effective _____, and per the terms of the lease agreement dated, _____.

The security deposit of **$**_____ will be processed and mailed to you.

The Department would like to thank you for the courtesy extended to us.

Should you have any questions, please don't hesitate to contact me at 602-712-_____.

Sincerely,

_____, R/W Agent
R/W Property Management Section

Initials

Notice of Termination of Rental Agreement Letter
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.29 Notice to Applicants Desiring to Rent

NOTICE TO APPLICANTS DESIRING TO RENT
ARIZONA DEPARTMENT OF TRANSPORTATION PROPERTIES

ONLY STATE EMPLOYEES ARE AUTHORIZED TO REPRESENT THE ARIZONA DEPARTMENT OF TRANSPORTATION. COMMISSIONS OR FEES ARE NOT CHARGED. REAL ESTATE BROKERS, SALESMEN OR NON-STATE EMPLOYEES ARE NOT AUTHORIZED TO REPRESENT THE ARIZONA DEPARTMENT OF TRANSPORTATION IN THE RENTAL OF STATE-OWNED HIGHWAY PROPERTIES.

Your attention is directed to the following conditions which each tenant will be expected to comply.

1. All rents pertaining to State-owned properties are due and payable on the first day of the month. Failure to comply with this requirement will make it mandatory that the tenant be requested to vacate.

2. No applicant will be permitted to rent from the Arizona Department of Transportation unless currently employed for a minimum of six (6) months prior to the date of the application or can demonstrate financial responsibility. If the applicant is self-employed or intends to conduct business, applicant must have been engaged in said business occupation at least six (6) months prior to the date of application or can demonstrate financial responsibility. Those individuals on City, County, or State Aid do not meet the requirements of current employment.

3. Any property rented after the first day of the month will necessitate an advance rental payment equivalent to the number of days remaining in the current month. All rentals will require, in addition, a security deposit equivalent to one (1) month's rent.

   a. A deposit is a sum of money which is to be held by the Arizona Department of Transportation during the occupancy of the tenant and **Should Not at Any Time Be Construed as Advanced Rent**. Said deposit is recoverable when tenant vacates the property provided that;

      (1) Tenant notifies the State of his intention to vacate the property with a thirty-day notice. Said notice shall be in writing and contain tenant's forwarding address and formal request for a refund of the deposit.

      (2) The property is left in a good and livable condition, wear and tear due to normal use and occupancy excepted.

      (3) There is no unpaid rent due the State for the use of the property.

   b. It takes approximately **two (2) to six (6) weeks** to process a refund of the deposit after tenant has vacated the property.

4. The initial payment at the time of renting the property, including the deposit, shall be payable in cash, cashier's check, certified check, personal check, or money order ONLY.

HOW DID YOU HEAR ABOUT US?

_____ Newspaper _____ Referral _____ ADOT Web Site _____ Other: _____

Accepted By: _____ _____
R/W Property Management Manager Date

_____/_____ _____/_____
APPLICANTS SIGNATURE Date APPLICANTS SIGNATURE Date

Approved: _____YES _____NO

House _____ Apartment _____

Notice to Applicant Desiring to Rent
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Residential Inspection Form

Tenant Name: _____ Project: _____

Address: _____ Parcel: _____

_____ Agreement No.: _____

Construction: Frame ❑ Brick ❑ Stucco ❑ Block ❑

Condition: Good ❑ Fair ❑ Poor ❑ Other_____

1. Living Room _____
- Light Fixture _____
- Light Switch _____
- Outlets & Covers _____
- Doorbell/Chimes _____
- Window/Screen _____
- Ceiling/Walls _____
- Air Vent _____
- Floor Covering _____
- Door/Lock _____
- Other _____

2. Hall _____
- Light Fixture _____
- Light Switch _____
- Closet _____
- Ceiling/Walls _____
- Floor Covering _____

3. Kitchen _____
- Light Fixture _____
- Light Switch _____
- Outlets & Covers _____
- Cabinets _____
- Counter Top _____
- Sink/Faucets _____
- Stove & Hood/Oven _____
- Closet _____
- Ceiling/Walls _____
- Window/Screen _____
- Air Vent _____
- Floor Covering _____
- Door/Lock _____
- Garbage Disposal _____
- Dishwasher _____

4. Miscellaneous Room _____
- Light Fixture _____
- Light Switch _____
- Outlets & Covers _____
- Ceiling/Walls _____
- Air Vent _____
- Floor Covering _____

5. Family Room _____
- Light Fixture _____
- Light Switch _____
- Outlets & Covers _____
- Window/Screen _____
- Ceiling/Walls _____
- Shelving _____
- Floor Covering _____
- Door/Lock _____
- Other _____

6. _____Bedroom _____
- Light Fixture _____
- Light Switch _____
- Outlets & Covers _____
- Closet _____
- Ceiling/Walls _____
- Shelving _____
- Window Screen _____
- Door/Lock _____

7. _____Bedroom _____
- Light Fixture _____
- Light Switch _____
- Outlets & Covers _____
- Closet _____
- Ceiling/Walls _____
- Shelving _____
- Window/Screen _____
- Door/Lock _____
- Floor Covering _____

8. _____Bedroom _____
- Light Fixture _____
- Light Switch _____
- Outlets & Covers _____
- Closet _____
- Ceiling/Walls _____
- Shelving _____
- Window/Screen _____
- Floor Covering _____
- Door Lock _____

Residential Inspection Form (Continued)

9. Master Bathroom _____
Light Fixture _____
Light Switch _____
Outlets & Covers _____
Medicine Cabinet _____
Sink _____
Vanity _____
Toilet _____
Tub/Shower _____
Towel/Toilet Paper Racks _____
Window/Screen _____
Air Vent _____
Ceiling/Walls _____
Exhaust Fans _____
Floor Covering _____
Door/Lock _____

10. Guest Bathroom _____
Light Fixture _____
Light Switch _____
Outlets & Covers _____
Medicine Cabinet _____
Sink _____
Vanity _____
Toilet _____
Tub/Shower _____
Towel/Toilet Paper Racks _____
Window/Screen _____
Air Vent _____
Ceiling/Walls _____
Exhaust Fans _____
Floor Covering _____
Door/Lock _____

11. Hall Bathroom _____
Light Fixture _____
Light Switch _____
Outlets & Covers _____
Medicine Cabinet _____
Sink _____
Vanity _____
Toilet _____
Tub/Shower _____
Towel/Toilet Paper Racks _____
Window/Screen _____
Air Vent _____
Ceiling/Walls _____
Exhaust Fans _____
Floor Covering _____
Door/Lock _____

12. Arizona Room _____
Light Fixture _____
Light Switch _____
Outlets & Covers _____
Ceiling/Walls _____
Floor Covering _____
Door/Lock _____

13. Storage _____
_____

14. _____Bedroom _____
Light Fixture _____
Light Switch _____
Outlets & Covers _____
Closet _____
Ceiling/Walls _____
Shelving _____
Window/Screen _____
Door/Lock _____
Floor Covering _____

15. _____Bedroom _____
Light Fixture _____
Light Switch _____
Outlets & Covers _____
Closet _____
Ceiling/Walls _____
Shelving _____
Window/Screen _____
Door/Lock _____
Floor Covering _____

16. _____Bedroom _____
Light Fixture _____
Light Switch _____
Outlets & Covers _____
Closet _____
Ceiling/Walls _____
Shelving _____
Window/Screen _____
Door/Lock _____
Floor Covering _____

17. Miscellaneous Room _____
Light Fixture _____
Light Switch
Outlets & Covers _____
Window/Screen _____
Ceiling/Walls _____
Flooring _____

18. Miscellaneous Room _____
Light Fixture _____
Light Switch
Outlets & Covers _____
Window/Screen _____
Ceiling/Walls _____
Flooring _____

19. Miscellaneous _____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Residential Inspection Form (Continued)

20. Smoke Alarm _____

21. Water Heater _____

22. Carport/Garage _____
Light Fixture _____
Light Switch _____
Outlets & Covers _____
Window/Screen _____
Ceiling/Walls _____
Floor Covering _____
Door/Lock _____

23. Garage Door Opener _____

24. Inside Paint _____

25. Outside Paint _____

26. Fence _____

27. Gate _____

28. Front Porch _____

29. Back Patio _____

30. Storage/Laundry Room _____
Light Fixture _____
Light Switch _____
Outlets & Covers _____
Windows/screens _____

Ceiling/Walls _____
Floor Covering _____
Door/Lock _____
Cabinets _____
Floor Covering _____
Door/Lock _____
Cabinets _____
Faucet/Drain _____
Other _____

31. Cooler/Refrigeration _____

32. Gas Furnace _____

33. Front Landscaping _____

34. Back Landscaping _____

Work Needed _____

KEYS _____ **MAILBOX KEYS?** _____

FRONT DEAD BOLT _____ **REAR STORAGE:** _____ **FRONT-REAR SAME/OTHER** _____

We have jointly inspected the house/apartment located at _____, and verify the above-described items are as noted.

_____/_____
Tenant's Signature Date

_____/_____
Tenant's Signature Date

_____/_____
Tenant's Signature Date

_____/_____
Tenant's Signature Date

_____/_____
ADOT Authorized Signature Date

Residential Inspection Form
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.31 Property Inspection Report

PROPERTY INSPECTION FORM

Parcel No.:	_____	**Cross Streets:**	_____
Address:	_____	**City:**	_____
Lessee:	_____	**Lease No.:**	_____
Sq. Ft.	_____	**Lot size:**	_____

Property Type: ____ RES ____ COM ____ AG ____ VAC ____ CELL ____ SIGN

OK	Item Description	Comments
	Building Condition	
	Landscaping	
	Water Runoff/Wells	
	Environmental	
	Dust Control	
	Signs/Cell Site	

Date: _____ **Agent Conducting Inspection:** _____

OK	Item Description	Comments
	Building Condition	
	Landscaping	
	Water Runoff/Wells	
	Environmental	
	Dust Control	
	Signs/Cell Site	

Date: _____ **Agent Conducting Inspection:** _____

Property Inspection Form
Revised 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.32 Calculations Used for Determination of Rent Form

RENTAL RATE DETERMINATION

Parcel #: 7-0000 Agreement #: CRA-0000 Lease Type: Commercial VL

Address: East side of Chase Bank Parking Garage S.F. /Acres: IMP None
LAND 54,400 s.f.

X **Determination of rent using market information: Similar leases**

ADDRESS of comparable property Size Cost per sq. ft/ to rent

No.	Address	Type	Size (S.F.)	Sales Price $	Date of Sale	S.F. Value
1.	2600 E. Elwood St.	Land	283,140	$1,981,980	9/13	$ 7.00
2.	3643 E. Anne St.	Land	168,142	$1,337,500	1/14	$ 7.95
3.	3225 S. 40th St.	Land	70, 567	$ 625,000	1/13	$ 8.86
4.	3308 E. Baseline Rd.	Land	47,066	$ 440,000	12/13	$ 9.35
5.	NWC Priest & Alameda Dr	Land	437,952	$7,292.141	12/13	$16.74

Suggested rent rate: See below

	W/Amenities	X	W/O Amenities	HOA	Yes		No	X

Information obtained from: Appraisal X Local Market

	Sign formula		Cell formula		Agriculture formula

X **Determination of rent using percentage of acquisition cost**

X	Acquisition cost	X	Appraisal Value	x percentage of cost (per ADOT policy)	=	Monthly Rent
				12		

($598,400 x .08=47,872 / x .50 = $23,936. / 12 months. = $1,994.66 (r) $1,995.00)

598,400 x 8 % = $3,989. X 50% = $1,995.00

X **Adjustment of rent due to influencing factors**

Time on market and short term lease

Market lease rate is based upon local market conditions, limited usage and short month to month tenancy. There is approximately 54,400 s.f. of vacant land being utilized as additional parking for the bank. The **reviewer recommends keeping the lease payments the same as the current lease payments for $2,000 per month. (Based off Acquisition Cost method**).

Time on market
Short-term (month-to-month) leasing
Below-market property conditions (limited access, deferred maintenance, etc.)
Depressed neighborhood conditions (blight, construction, noise, etc.)
Tenant utilizing less than the whole parcel (limited usage of a larger parcel)
Requests from AG's office as a consideration for agreed condemnation settlement
Agreement for tenants to perform all maintenance, instead of ADOT

Such factors will be given a percentage weight factor and deducted from the market rate.
Make sure such factors are well documented.

Rent reduction percentage: 50 %
FINAL RENT RATE: (rate minus any adjustments) **$2,000/mo**

Reviewer/R/W Agent Date Manager Approval Date

Calculations used for Determination of Rent Form
Updated 06/2014

SAMPLE

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.33 Notice to Pay Rent or Quit

The Most Current and Approved Letterhead

Date

VIA CERTIFIED MAIL

_____
_____
_____

RE: Parcel No.: _____
Agreement No.: _____

Dear _____:

WITHIN SEVEN (7) DAYS AFTER RECEIPT OF THIS NOTICE, YOU ARE HEREBY REQUIRED TO PAY THE RENT OF THE PREMISES DESCRIBED OF WHICH YOU NOW HOLD POSSESSION, AMOUNTING TO THE SUM OF _____ **$_____,** BEING THE TOTAL RENT INCLUDING LATE CHARGES TO DATE DUE ON THIS LEASE, OR YOU ARE HEREBY REQUIRED TO **DELIVER UP POSSESSION** OF THE HEREINAFTER DESCRIBED PREMISES TO THE UNDERSIGNED OR ITS AGENT, WHO IS AUTHORIZED TO RECEIVE SAME, OR THE UNDERSIGNED WILL INSTITUTE LEGAL PROCEEDINGS AGAINST YOU TO DECLARE FORFEITURE OF TENANCY UNDER WHICH YOU OCCUPY THE PREMISES AND TO RECOVER POSSESSION OF SAID PREMISES WITH **RENTS AND DAMAGES.**

ALL RENT PAYMENTS SHALL BE PAYABLE TO THE ARIZONA DEPARTMENT OF TRANSPORTATION, RIGHT OF WAY OPERATIONS SECTION, 205 SOUTH 17TH AVENUE, MAIL DROP 612E, IN PHOENIX, ARIZONA 85007. PLEASE REFERENCE YOUR ADOT PARCEL NUMBER AND YOUR RENTAL AGREEMENT NUMBER WITH YOUR PAYMENT.

_____ _____
Manager, Property Management Section Date

Initials

Notice to Pay Rent or Quit Letter
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.34 Request for a Forcible Entry Detainer Action Memo

The Most Current and Approved Memo

To: _____
From: _____
CC: _____
Date: _____
Re: _____

Highway: _____
Section: _____
Project No.: _____
ADOT Parcel No.: _____

On _____, the Arizona Department of Transportation (ADOT) entered into a land lease agreement with _____. The leased lands are more particularly described as _____. As stated in paragraph _____ of the lease agreement, the Lessee was to furnish the Department with a copy of a Certificate of Insurance. No Certificate of Insurance has been received.

A notice dated _____ was sent to the Lessee requesting this certificate. Again on _____ a notice was sent giving the Lessee seven (7) days to comply or termination procedures would begin; their compliance was negative.

On _____ a thirty (30) day Notice of Termination was sent to _____ (Lessee) to deliver up possession of the premises. An inspection on _____, determined that _____ had not vacated the premises. A second notice was sent on _____, allowing fifteen (15) days to remove the personal property. As of this date, the personal property is still on the premises.

Therefore, I request the office of the Attorney General of the State of Arizona to prepare and file a forcible entry and detainer action against _____ to remove their personal property from the premises.

By: _____
Manager, R/W Property Management Section

Request for a Forcible Entry Detainer & Action Memo
Updated 06/2014

SAMPLE

To Return to This Section Exhibits ~ **Click Here**

The Most Current and Approved Letterhead

ASBESTOS TEST & OVERSIGHT BID SHEET

Date

I. DEFINITIONS:

A. Task Assignment Scope of Work (TASOW): A scope of proposed work for a specific site or project, with other relevant additional information and requirements such as site descriptions and additional requirements, prepared by ADOT to obtain a offer from the contractor for the firm-fixed price to perform the work, their methodology of approach, "key personnel" to be assigned, and other factors or details as requested, and—when applicable, any proposed cost savings or proven technical innovations.

B. Task Assignment Offer (TAO): The offer prepared by the contractor in response to a TASOW from ADOT.

C. Task Assignment (TA): The formal written acceptance, with any negotiated changes of the contractor's TAO. Only a Task Assignment/Purchase Order issued and approved by ADOT prior to the start of each project will authorize all services provided for under this contract.

D. Task Assignment Amendment (TAA): A formal written change to a Task Assignment, negotiated between the contractor and ADOT, which represents a material change in the scope, price, or time.

II. GENERAL: The purpose of this solicitation is to identify the asbestos/lead assessment consultant who will conduct an (Testing or Oversight) inspection of the facilities listed herein. As part of the inspection, the successful bidder will:

A. Inspect buildings and property for Asbestos Containing Materials (ACM) and Lead Containing Materials (LCM).

Asbestos includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that have been chemically treated and/or altered.

1. The Asbestos Consultant shall be responsible for any and all site inspections, estimations of quantity of work, or recognition of unusual or special situations that may effect the scheduled completion of the work.

2. The Contractor shall carefully check all dimensions and conditions at the project area, and shall be responsible for sufficiently familiarizing himself/herself with project area conditions, which may affect the work. All measurements and sizes given are approximate only.

B. Collect samples of all suspected ACM and LCM materials in each of the facilities listed in compliance with AHERA and OSHA asbestos regulations.

Asbestos-containing waste material (ACM) means mill tailings or any waste that contains commercial asbestos and is generated by a source subject to the provisions of this subpart. Any materials that contain more than 1% asbestiform as one of its components. This term includes filters from control devices, friable asbestos waste material, and bags or other similar packaging contaminated with commercial asbestos. As applied to demolition and renovation operations, this term also includes regulated ACM asbestos-containing material (RACM), waste and materials contaminated with asbestos including disposable equipment and clothing.

As applied to demolition and renovation operations, this term also includes regulated asbestos-containing material (RACM), waste and materials contaminated with asbestos including disposable equipment and clothing.

The Lead Abatement Contractor shall provide any or the entire contract services as stipulated by task assignments issued by ADOT R/W. Such services shall be provided in a manner specified or approved by the State of Arizona to the satisfaction of ADOT R/W. The services shall include the personnel, materials, and equipment required to complete the ordered work.

1. Lead: Symbol *Pb* – A soft, malleable, ductile, bluish-white, dense metallic element, extracted chiefly from galena and used in containers and pipes for corrosives, solder and type metal, bullets, radiation shielding, paints and antiknock compounds. Included are all metallic lead, inorganic lead compounds, and organic lead soaps.

2. Lead Containing Materials (LCM) anything composed of or containing lead.

The Lead Consultant's responsibilities shall include, but not necessarily be limited to the following:

1. Inspections of buildings and property for lead containing materials.

2. Location, identification, and quantification of lead containing materials.

Lead Substrates are to be analyzed with an XRF or samples are collected by containing paint samples and placing them in an air tight container and transported under chain-of-custody to an accredited local laboratory for analysis by the HUD recommended Flame Atomic Absorption Methodology.

The Asbestos Consultant shall perform a final inspection of the work site after all work is complete to ensure that all contaminated materials have been dismantled and disposed of properly.

C. Analyze each sample for asbestos and lead content. The chosen laboratory must be NVLAP approved and must follow current regulatory guidelines.

D. Submit a written report (2 copies only) of the findings detailing the following:

1. Number of samples and location of each sample taken.

2. Classification of materials defined by EPA (surfacing, TSI or miscellaneous), per NESHAP Revised Regulations dated November 20, 1990.

3. Category of material (RACM, Category I or Category II).

Category 1 (CAT 1) nonfriable asbestos-containing materials (ACM) means asbestos-containing packings, gaskets, resilient floor covering, and asbestos roofing products containing more than 1 percent asbestos as determined using the method specified in appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy.

Category II (CAT II) nonfriable ACM means any material, excluding category 1 nonfriable ACM, containing more than 1 percent asbestos as determined using the methods specified in appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

4. Friability (friable or non-friable).

Friable asbestos material means any material containing more than 1 percent asbestos as determined using the method specified in appendix A, subpart F, 40 CFR part 763, and section 1, Polarized Light Microscopy that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent as determined by a method other than point counting by polarized light microscopy (PLM), verify the asbestos content by point counting using PLM.

Nonfriable asbestos-containing material means any material containing more than 1 percent asbestos as determined using the method specified in appendix A, subpart F, 40 CFR part 763, section A, Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

5. Condition assessment of existing asbestos material.

6. Risk assessment of exposure potential may be required by ADOT.

7. Quantification of ACM in square, linear or cubic feet.

E. ADOT shall provide to the selected contractor written information concerning each specific project. This information may include the following:

Physical address/legal description of the site where work is to be accomplished. ADOT will include a specific description of the site, if possible.

A drawing or map of the area of buildings and any construction records that might identify asbestos construction materials.

* Any drawings provided by ADOT should be utilized as a guide to the building's configuration.

* All measurements and sizes are approximate, and must be confirmed by the contractors prior to the start of the project.

1. Other inspection reports, if available.

2. Purpose of the project: emergency removal/clean up, renovation, modification, demolition, and repair or maintenance.

   * Demolition means the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

   * Emergency renovation operation means a renovation operation that was not planned but results from a sudden, unexpected event that, if not immediately attended to, presents a safety or public health hazard, is necessary to protect equipment from damage, or is necessary to avoid imposing an unreasonable financial burden. This term includes operations necessitated by non-routine failures of equipment.

   * Renovation means altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component. Operations in which load-supporting structural members are wrecked or taken out are demolitions.

   * In accordance with ARS §41-2503.4, the purpose of this project will NOT involve Construction, which is defined as the process of building, altering, repairing, improving, or demolishing any public structures or buildings, or other public improvements of any kind to any public real property. Construction does not include the routine operations, routine repairs or routine maintenance of existing facilities, structures, or real property. This contract will NOT be used or construed for any construction purposes.

3. Other hazards, which require assessment by technically, trained inspectors.

4. Other contractors whose work they may be monitoring and items in other contracts that need to be coordinated with the contractor's service activities.

5. Specific time schedule requirements. The scheduling of a project shall be at the convenience of the ADOT.

   * Working days means Mondays through Fridays and include holidays that fall on any of the days Mondays through Fridays.

   * All work pursuant to any assignment shall be performed during daylight hours unless written approval is obtained from ADOT Property Management in advance.

   * Any overtime and/or double-time must be prior approved, in writing, by ADOT if the contractor anticipates billing ADOT for such overtime and or double-time.

6. LIQUIDATED DAMAGES—FAILURE TO MEET CONTRACT REQUIREMENTS. ADOT and the contractor that while it may be impractical and difficult to ascertain and determine the actual damages sustained by ADOT in the event of any reason of failure, a delay in the approved schedule for starting operation of any project will cause delay to ADOT agree it. In the event that such delay is attributable to the performance failure of the contractor, the contractor agrees to pay damages to ADOT the sum of $100.00 for each day from the date contract requirements were due until the date they are provided. ADOT shall have the right to offset any amounts owed to the Contractor by the liquidated damage amount.

NOTE: The written report shall also include copies of laboratory reports and chain of custody records. ADOT representatives may request copies of these reports as they are delivered, or as the laboratory makes them available after collection of any sample.

III. INSTRUCTIONS TO BIDDERS:

A. Review the attached documentation and submit a firm total amount for inspecting the _____ (number of) parcel listed in Section IV for ACM and LCM. If swimming pools or spas are identified as part of this assignment, they must be included in your inspection reports. Please also test for any Lead (LCM). Task Assignment Offer (TAO) quote pages are enclosed for your convenience using the rates quoted in your proposal from SPO RFP Solicitation #_____.

B. Completed TAO quote sheets must be FAXED to _____, Procurement Specialist, Arizona Department of Transportation, Contracts Unit, (602) 712-____ by 5:00 p.m. MST on _____, 20____. Any questions regarding this task assignment order should be directed to _____ at 602-712-_____, Right of Way Property Management. If verbal instructions are provided contrary to the information indicated in this TASOW, please contact me at (602) 712-_____. All changes must be in writing to prevent any miscommunications. Only a Task Assignment/Purchase Order issued and approved by ADOT prior to the start of each project will authorize all services provided for under this contract.

C. The Abatement Contractor shall agree and understand that they shall supply any and all labor, supervision, installed and consumable materials, equipment, services, testing devices, warehousing, tools, and each and every item of expense necessary for the supply, fabrication, erection, installation, application, handling, hauling, unloading, and receiving, evaluation, design engineering, testing, and assembly of the abatement of asbestos containing or contaminated materials and restoration of work areas hereinafter stated in the Statement of Work.

* The Contractor agrees to utilize only experienced, responsible and capable people and subcontractors in the performance of this Contract.

D. Additionally, bidders must submit the names of all their key personnel and subcontractors who will be performing on this task assignment, and a list of essential equipment needed to complete the project.

E. The project should be kept to as short a duration as possible, and timing of each activity should be coordinated with ADOT activities to minimize negative impacts on the facility use.

F. The Contractor shall maintain in current status all Federal, State, and local licenses, permits, letter of approval, and certificates required for the operation of the business conducted by the contractor.

G. The successful bidder will have TWENTY-ONE (21) calendar days after notice to proceed to submit a written report (2 copies only). All tasks under this TASOW shall be completed no later than the time frame as established in the TASOW, TAO, or as established by the ADOT Project Manager. This deadline shall be adhered to unless ADOT grants an extension by means of a written amendment.

* The completion date of this assignment shall not exceed the dates specified in the NESHAP Notification, without approved revisions.

* The completion date of this assignment shall not exceed the dates specified in the NESHAP Notification, without approved revisions.

H. Due to audit mandates, Consultant Contracts (Right of Way Operations Section) must restrict the following invoice requirements to all our asbestos consultants:

1. All invoices must indicate expenses separated by Commodity Code, Unit Cost, Unit, Total Quantity, and a Total Cost per parcel.

2. All invoices must display invoice date, invoice number, contract number/price agreement number, project number, parcel number and property address—if available.

3. All invoices must be final billings. On multiple-parcel assignments, consultants <u>may</u> invoice as work is completed on each parcel instead of invoicing when the entire assignment has been completed.

4. Any invoices not complying with these requirements will be faxed to the consultant for revision and re-submittal if an Original Invoice.

5. The Contractor shall certify that all invoices have been examined, and to the best of the Contractor's knowledge and belief, the reported expenditures are valid, based upon the Contractor's official and auditable accounting records (books of account) are consistent with the terms of the contract.

I. The contractor must comply with the requirements of the following regulations governing asbestos project, removal, training, and disposal:

1. U. S. EPA/(National Emission Standards for Hazardous Air Pollutants) NESHAP Regulations: 40 CFR, Part 61, Subpart M.

2. U. S. EPA/(Asbestos Hazard Emergency Response Act) AHERA Regulations: 40 CFR, Part 763, Subpart E.

3. U. S. Dept. of Labor, OSHA Regulations: 29 CFR, Part 1910 & 1926, Section 1101.

4. A.R.S. Title 49, Article 9.

5. 24 CFR, Parts 5, 35, 58, 200 Housing and Urban Development.

J. The Lead Consultant/Abatement Contractor must comply with the requirements of the following regulations and any revisions which govern LCM project, removal, training, and disposal:

1. HUD 24 CFR, Part 35

2. OSHA 29 CFR, Parts 1910 and 1926

3. EPA 40 CFR, Part 745

4. Any other applicable Federal State or local rules and regulations.

   * The contractor shall retain all copies of the regulations stated above on each work site when work is being accomplished, to include copies of all Material Safety Data Sheets (MSDS) for all chemicals involved with the project.

   * The Lead Consultant shall designate one individual with a technical background and experience in similar lead environmental projects to act as the Project Manager. The Project Manager shall hold current EPA Lead Risk Assessor or Lead Supervisor certification.

K. The bidder shall list all applicable equipment needed to complete this TAO in the appropriate location on the TAO quote sheets to include the number of hours and the amount to be utilized (i. e. miles, hours, days, weeks, etc.) must also be included with the bid response. The bidder must include only equipment listed and priced in the SPO RFP Solicitation #_____. If equipment mileage costs were not included on your response to the SPO RFP Solicitation #_____, no mileage costs for equipment will be approved for payment by ADOT Right-of-Way Consultant Contract personnel.

   * Essential Equipment: Equipment the contractor has determined as essential for completion of the applicable Task Assignment. Equipment may be added to the list at ant time, on a case-by case basis.

L. The bidder shall state below the firm, fixed not-to-exceed fee (not a percentage) to be utilized in calculating the total price for subcontracted services, equipment and supplies not specified on any pricing Schedule contained within the SPO RFP Solicitation #_____, and shall not be exceeded without prior written approval of ADOT. No other fees, charges or commissions will be accepted. An estimate of the number of samples you will be taking from each parcel must be included with your response. Please use this area to include any testing, laboratory, or other non-

equipment related removal costs not included in your response to the SPO RFP Solicitation #_____.

1. Trade equipment items are considered to be indirect costs and are not billable. Examples are: cameras, digital cameras, hard hats, safety boots, safety glasses, first aid kits, eyewashes, computers, laptops, communication equipment (i.e. telephone, cell phone, fax), decontamination equipment, respirators, rope, fire extinguishers, etc. or as determined by the Using Agency.

2. Administrative costs are considered to be the costs of doing business and are not billable. Examples are preparation of Task Assignment Offers (TAO) or changes, accounting, invoicing, insurance, payroll preparation, motor pool costs, office materials, supplies, telephone calls (local and/or long-distance), petty cash and other related administrative activities.

M. The purchase order shall be subject to modification and supplementation only upon written agreement by and between the duly authorized representatives of the contractor and ADOT. If ADOT determines that a substantial and material change to the TASOW is necessary, ADOT shall issue a written Task Assignment Amendment to the original TASOW. Minor technical modifications to the task assignment, which do not result in a change to the scope of work, price, or completion date, or in accordance with that may be directed by the ADOT Project Manager, may be completed without issuing a formal amendment.

1. The Department at any time and by a Task Assignment Amendment may make changes to the Task Assignment.

2. The Department may add and/or delete services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced equitably to the amount of service rendered and accepted in accordance with the proposal price. If additional service and/or products are required from this Contract, prices for additions will be negotiated based on previous costs.

3. Any such modification or supplementation, including any increases or decreases in the amount of the contractor's compensation, shall be accomplished by a formal written amendment/modification to the existing Task Assignment/Purchase Order.

4. If a requirement is deleted, payment to the Contractor will be reduced equitably to the amount of service rendered and accepted in accordance with the proposal price.

5. The contractor expressly and explicitly understands and agrees that no other method and/or document, including correspondence, acts, and oral communications by and from any person, shall be used or construed as a modification or supplementation to an existing Task Assignment/Purchase Order

6. Preparation of the site for asbestos removal operations. All friable waste and control devices must be disposed of in an ADEQ approved asbestos landfill, as required, if disposed of within State boundaries.

7. For Class I and II asbestos abatement projects, the Asbestos Consultant shall conduct air monitoring for background or reference ambient asbestos fiber levels before the asbestos projects begin

8. All regulated waste must be disposed of in a NESHAP approved waste disposal site. Regulations for transporting and disposal of debris must be followed.

   * The contractor shall not be authorized to proceed with any change(s) until written approval from ADOT is received in the form of a Task Assignment Amendment (TAA).

9. A Project close-out report of all air monitoring data shall be submitted to ADOT R/W or their designated representative at the end of the project. Final payment for both Abatement and Consulting services shall be contingent upon receipt and acceptance of the Project close-out report.

N. Reimbursement for all lodging, food and mileage incurred are allowable only to the extent that these expenses are reimbursable in accordance with the most current Arizona Department of Administration (ADOA) State Accounting Manual, Section II-D. The expenses shall be relative to the project area work, and shall be reasonable and necessary. Unless otherwise requested by ADOT, copies of receipts for hotels, ground travel, car rental, etc. must accompany the invoice in which reimbursement is requested. The laws relating to travel are contained in A.R.S. § 38-821 through § 38-627.

   1. The contractor must provide motel and meal receipts with the invoice, if these are to become part of your final invoice.

   2. The contractor shall not receive any payment whatsoever for standby time.

   3. If the asbestos abatement contractor did not specify equipment-related mileage as a component of your response to the SPO RFP Solicitation #_____, NO EQUIPMENT MILEAGE CHARGES will be paid by ADOT under the terms of this contract.

O. The Asbestos Consultant shall perform a final inspection of the work site after all work is complete to ensure that all contaminated materials have been dismantled and disposed of properly.

P. TAOs will be evaluated by comparing the total bid amount for all parcels listed in Section IV herein and will be assigned to the lowest responsive and responsible bidder whose bid conforms in all material aspects to the requirements and criteria set forth in the Task Assignment that addresses the Department requirements. Experience of the contractor, qualifications, and experience will be the criteria used to make a determination as to which Contractor will be contacted for consideration to perform

the required services. Under no circumstances will the Department split awards to multiple contractors, unless it is advantageous to ADOT.

NOTE: All fees and cost estimates should be based on doing the work on a routine (non-emergency) basis during normal business hours.

PLEASE REVIEW YOUR QUOTE, PRIOR TO SUBMITTAL, TO ENSURE COMPLIANCE WITH CONTRACTUAL PRICES AND TO ENSURE CALCULATION ACCURACY. ERRORS ON QUOTE SHEET MAY DEEM CONSULTANT UNRESPONSIVE AND INELIGIBLE FOR AWARD OF ASSIGNMENT.

IV. The following information is presented in summary format to facilitate the preparation of the TAO Quote Sheets:

PROJECT #:	PARCEL #:	TASK ORDER #:	ADDRESS:	SQ.FT/ YEAR BUILT:
		(Testing « T ») (Oversight = « O »)		
NOTES:	1.			
	2.	Please contact either _____, R/W Property Management Section, at: 602-712-____, or _____, R/W Property Management Section, 602-712-____ prior to beginning any work on this assignment. [_____]		
		All properties are scheduled for: ☒ Demolition ☐ Renovation		

V. If asbestos-containing materials are found, ADOT will issue another solicitation for the abatement oversight assignment. This assignment will include:

Preparation of job specifications for the removal of all ACM

Fee for preparing this specification

Fee for overseeing the abatement work

A cost estimate for the removal of all ACM in accordance with the job specifications

The consultant who performed the initial inspection will be invited to participate in the asbestos oversight/assessment solicitation, if ACM (Asbestos Containing Material) is discovered during this inspection.

_____ins, R/W Property Management

cc:
REVISED: 03/23/00

Asbestos Test & Oversight Bid Sheet
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.36 Request for Abatement Survey Bids Task Order

ASBESTOS/LEAD PAINT SURVEY

Project:	**Date Requested:**
Hwy:	**Parcel No.:**
Address:	**Vacant:** Yes ☐ No ☐
Property Description:	
Building Construction: Frame Block Brick Steel **Circle one**	**Property Owner:**_____ **Phone:**_____
Year Built: _____ **Square Ft.:** _____	**Property Occupant:** _____ **Phone:** _____

ASBESTOS/LEAD TESTING CONTRACTORS QUOTE SUMMARY SHEET

Date:	Submitted by:
Completion Time (Days): All work assigned MUST be completed within _____ calendar days after receipt of ADOT's notice to proceed. Date of completion will be on or before _____.	

Parcel	Contractor
Parcel Number:	
Subcontractor:	
Travel:	
TRACS#:	
Grand Total: S	

Purchase Order:	**Date:**	**Contractor:**

Parcel #	Contractor	Contractor	Contractor	Contractor	Contractor	Contractor	Contractor

Awarded To:	**Date**
Notified:	**Approval Signature:**

Request for Abatement Survey Bids Task Order
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.37 Salvage Value Determination - Memo

The Most Current and Approved Memo

To: _____

From: _____

CC: _____

Date: _____

Re: _____

The property owners have requested to salvage the following items from the property located at _____ in _____, Arizona. Listed below are the salvage values to be deducted from the negotiated purchase price.

If you have any questions, please contact me at 602-712-8734.

ITEMS/DESCRIPTION	SALVAGE VALUE
	$
	$
	$
	$
	$
	$
	$
TOTAL VALUE	**$**

By: _____ _____

Demolition Coordinator Initials Manager Initials

Salvage Value Determination
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.38 Public Auction Notice

PUBLIC NOTICE

The Arizona Department of Transportation (ADOT) has received an offer to purchase a ____, in _____ County, Arizona. The property consists of a _____sq. ft. +/- (___ acres) site. It is identified as ADOT Excess Land No. L-_____. The legal description may be obtained by Emailing _____. Minimum Bid: $_____. Required Deposit: $_____.

This property is advertised in accordance with ARS 28-7095 as amended. ADOT will accept additional offers on or before _____ at 5:00 p.m. MST, for no less than the minimum bid. Offers must be submitted to:

THE ARIZONA DEPARTMENT OF TRANSPORTATION
205 SOUTH 17TH AVENUE, ROOM 365, MAIL DROP 612E
PHOENIX, ARIZONA 85007-3212

If any additional offers are submitted, the property will be sold at a public auction on _____ at _____ a.m. / p.m., MST, at the ADOT Engineering Building located at the address indicated below.

Arizona Department of Transportation
Engineering Building
205 South17th Avenue
Phoenix, Arizona 85007

Public Auction Notice
Revised 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.39 Public Auction Advertisement Request Facsimile

The Most Current and Approved Letterhead

FAX COVER SHEET

DATE: MON. DAY, YEAR

OF PAGES INCLUDING COVER:

TO: FirstName LastName
FAX: _____
PHONE: _____

FROM: FirstName LastName
FAX: _____
PHONE: _____

☐ Urgent ☐ For Your Info ☐ for Your File ☐ Review and Call Me ☐ Reply ASAP

Enclosed is an ad to be placed in the Legal Notices in the _____ on _____, _____, 20_____.

I will need a copy of the tear sheets with the billing as well as including the purchase order # _____.

Thank you.

Public Auction Advertisement Request Facsimile
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.40 Public Auction Advertisement Request Letter

(Most Current and Approved Letterhead)

Date

Name
Address
City, State, Zip Code

RE: Project: _____
Highway: _____
Excess Land No.: _____

Salutation _____:

Enclosed is an advertisement for bids to be published under "Announcement Section", in your _____ edition.

Please send your completed official affidavit of publication, state and tear sheet, to the Arizona Department of Transportation, Property Management Section, 205 South 17th Avenue, Mail Drop 612E, in Phoenix, Arizona 85007.

Should you have any questions, please don't hesitate to contact me at telephone 602-712-_____.

Sincerely,

_____
Right of Way Agent
Property Management Section

Agent Initials

Enclosures

Public Auction Advertisement Request Letter
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.41 Temporary Receipt and Temporary Receipt for Improvements

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION/R/W GROUP
PROPERTY MANAGEMENT SECTION

TEMPORARY RECEIPT FOR IMPROVEMENTS

Sale No.: _____ Item No.: _____ Project: _____
Parcel No.: _____ Address: _____

Received from _____
the successful bidder for the above sale item the sum of $ _____
together with the required Site Clearance Deposit of $ _____
Total: $ _____
Check No.: _____ Paid: $ _____
Cash _____ Balance Due $ _____

This receipt does not authorize the successful bidder to commence the removal of the sale item, but is intended to advise that necessary precautions be taken to protect the property until a Bill of Sale and the Removal Agreement is received.

_____
Manager, Property Management Section

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION/RIGHT OF WAY GROUP
PROPERTY MANAGEMENT SECTION

TEMPORARY RECEIPT FOR IMPROVEMENTS

Sale No.: _____ Item No.: _____ Project: _____
Parcel No.: _____ Address: _____

Received from _____
the successful bidder for the above sale item the sum of $ _____
together with the required Site Clearance Deposit of $ _____
Total: $ _____
Check No.: _____ Paid: $ _____
Cash _____ Balance Due $ _____

This receipt does not authorize the successful bidder to commence the removal of the sale item, but is intended to advise that necessary precautions be taken to protect the property until a Bill of Sale and the Removal Agreement is received.

_____
Manager, Property Management Section

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.42 Report of Sale - Auction Bid Approval Memo

The Most Current and Approved Memo Format

Date: _____

To: _____
Chief Right of Way Agent

Thru: _____
Assistant Chief R/W Agent

Thru: _____
Manager, Property Management Section

From: _____
Right of Way Agent

Re: Excess Land Deed Transmittal for L-_____

Excess Land Parcel No.(s): _____

R/W Parcel No.s _____

Highway: _____

Section: _____

Location: _____

Parcel size: _____

Zoning: _____

Improvements: _____

Total Estimated Value: $ _____ Date of Value: _____

Reduced: _____

Value Estimated By: _____

Advertisement Data: _____

Final Purchase Price: $ _____ Date of Sale: _____

Name of Buyer: _____

Adjacent Owner: _____ Yes _____ No

Attached for your information is a map identifying the excess land parcel and a copy of the valuation documentation (appraisal or market analysis?)

Report of Sale – Auction Bid Approval Memo
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.43 Auction Bid Approval Letter

The Most Current and Approved Letterhead

Name
Address
City, State Zip Code

RE: Project: _____
Parcel: _____
Excess Land No.: _____

Dear _____:

Your bid of $_____ has been approved by the Arizona Department of Transportation (ADOT) for the property located at_____, in _____, Arizona.

A Quitclaim Deed will be prepared, recorded and mailed to you.

If you should have any questions, please contact me at 602-712-____ or by mail at 205 South 17th Avenue, Mail Drop 612E, in Phoenix, Arizona 85007.

Sincerely,

_____
Right of Way Agent
Property Management Section

Agent Initials

cc: R/W Operations Section

Auction Bid Approval Letter
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.44 Site Clearance Deposit-Refund Memo

The Most Current and Approved Memo

VIA EMAIL @ _____
PHONE _____

To: _____
From: _____
CC: _____
Date: _____
Re: _____

_____ Request

Project No:	_____	Date Acquired:	_____
Highway:	_____	Location:	_____
Section:	_____	Improvements:	_____
ADOT Parcel No.:	_____	Assessor's No.:	_____

This is your written authorization to disburse to the grantor the balance of funds in the amount of **$_____.** This authorization is in accordance with the Purchase Agreement with the Final Settlement date of _____

Please send to: _____
_____
_____

Thank you for your assistance in this matter. Please send a confirmation via fax or E-mail that this was completed.

Should you have any questions, please don't hesitate to contact me.

Sincerely,

_____, R/W Agent
Property Management Section
205 South 17th Avenue, Mail Drop 612E
Phoenix, Arizona 85007
602-712-_____ (direct)
602-712-3070 (fax)

Site Clearance Memo
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.45 Asbestos Abatement Completion Checklist

ASBESTOS ABATEMENT ACKNOWLEDGEMENT CHECKLIST

Tracs No.: _____

Demo No.: _____

Parcel No.: _____

Address: _____

_____

The undersigned verify that the aforementioned property has been cleared of asbestos containing material. Confirmation of clearance is substantiated by the following:

- A field inspection by an AHERA Certified Arizona Department of Transportation (ADOT) employee,
- And the agency's receipt of a "Letter of Clearance" by the Environmental Assessment/Oversight Contractor confirming that all asbestos materials have been removed.

_____/_____

Manager, Property Management Section Date

_____/_____

Project Manager (AHERA Certified) Date
Demolition Agent
Property Management Section

Asbestos Abatement Completion Checklist
Revised 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.46 Request for Quotation (RFQ)

ARIZONA DEPARTMENT OF TRANSPORTATION
REQUEST FOR QUOTATION (RFQ)

TO:	TO:
TO:	TO:
TO:	TO:
TO:	TO:
TO:	TO:

REPLY TO: **ADOT PROPERTY MGMT SECTION**
205 SOUTH 17TH AVENUE, MAIL DROP 612E
PHOENIX, AZ 85007
ATTN: _____
PHONE (602) 712-_____
FAX (602) 712-_____

DESCRIPTION	UNIT PRICE	EXTENDED PRICE

NOTE: ARIZONA RESIDENT BIDDERS FAILING TO INDICATE TAXES AS A SEPARATE ITEM WILL RESULT IN THE ARIZONA DEPARTMENT OF TRANSPORTATION ASSUMING THAT PRICE(S) QUOTED INCLUDE ALL APPLICABLE TAXES.

SUBTOTAL _____
_____% TAX _____
TOTAL OFFER _____

ATTACHMENTS:	Yes	No	# OF PAGES

QUOTATION DUE DATE:		DUE TIME (MST)	

Request for Quotation (RFQ)
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.47 Cost-to-Cure Holdback Determination Memo

The Most Current and Approved Memo

To: _____
From: _____, Demolition Coordinator
CC: _____
Date: _____
Re: Cost to Cure Determination

Highway: _____
Section: _____
Project No.: _____
ADOT Parcel No.: _____

The following site clearance deposit will be retained by the Arizona Department of Transportation if the grantor does not remove the following property for which the grantor has been compensated. The property is located at _____ in _____, Arizona. If you should have any questions please contact me at 602-712-_____.

ITEMS/DESCRIPTION	SITE CLEARANCE ESTIMATE
	$
	$
	$
Total Cost To Cure	$
Deposit Total Withheld	**$**

Please note: If the acquisition of this property is to be acquired through the condemnation process, the cost to cure hold back must be addressed before or at the condemnation hearing. This is to assure ADOT Property Management that the curing is done prior to the prime contractor beginning work on the project. Release of held back funds will occur upon completion of the cost to cure issue.

By: _____
Initials/Demolition Coordinator

By: _____
Initials/Manager

Cost to Cure Hold Back Determination Memo
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.48 Notification of Demolition & Renovation Activities (1 of 2 Pages)

NESHAP NOTIFICATION FOR RENOVATION AND DEMOLITION ACTIVITIES
Arizona Department of Transportation Facilities – Arizona – Revised February 2008

National Emission Standards for Hazardous Air Pollutants (NESHAP)

THIS LINE FOR NESHAP REGULATORY AGENCY USE	U.S. Postal Service Postmark Date:	Commercial Delivery Service Date	Other Hand Delivery Date:	ACTS#:

1. TYPE OF NOTIFICATION: ☐ Original; ☐Revision 1; ☐Rev. 2; ☐Rev. 3; ☐Rev. 4; ☐Rev. 5; ☐Rev. 6; ☐Rev. 7; ☐Rev. 8; ☐Rev. 9;☐ Cancel

2a. ADOT FACILITY INFORMATION:

Purchase Order Number(s) Issued:			
Mailing Address:			
City/Community:		State:	Zip:
Contact Person:	Telephone:	Fax:	

2b. ASBESTOS REMOVAL CONTRACTOR/OPERATOR:

Address:			
City:		State:	Zip:
Contact Person:	Telephone:	Fax:	

2c. DEMOLITION CONTRACTOR/OPERATOR:

Address:			
City:		State:	Zip:
Contact Person:	Telephone:	Fax:	

3. TYPE OF OPERATION: ☐ Renovation, ☐Emergency Renovation, ☐Demolition, ☐ Ordered Demolition, ☐ Annual Non-Scheduled Operations

4. PROVIDE DATE OF THOROUGH INSPECTION OF FACILITY, OR AFFECTED PART, BY AN AHERA (Asbestos Hazard Emergency Response Act) CERTIFIED BUILDING INSPECTOR	**Date:**

5. FACILITY DESCRIPTION (Attach site location map for multiple structures at one street address or installation)

Building Name:		Visible Signage:	
Street Address:		Identifying Features:	
City:	County:	State:	Zip:
City/county Renovation Permit #:		City/County Demolition Permit #:	
Building Size in Floor Area (Sq. Ft.):		Number of Floors Affected:	Age of Facility:
HOUSING UNITS ACQUIRED BY ADOT ARE NESHAP FACILITIES		Present Use:	Prior Use:

6. PROCEDURE, INCLUDING ANALYTICAL METHOD, EMPLOYED TO DETECT THE PRESENCE OF RACM AND CATEGORY I AND CATEGORY II NONFRIABLE ACM. ☐ Polarized Light Microscopy (PLM); ☐ Point Counting; ☐ Assumed; ☐ Other

NVLAP LABORATORY NAME:	Number of Samples:	Date Analyzed:

7. APPROXIMATE AMOUNT OF ASBESTOS, INCLUDING:	Amount of RACM to be Removed or Generated*	Amount of Nonfriable ACM To be Removed		Not to be Removed during Demo	
*NOTE: Update notice when amount of RACM changes at lease 20% RACM = Regulated Asbestos – Containing Material as defined in 40 CFR 61, Subpart M, Asbestos NESHAP §61.41		CAT I	CAT II	CAT I	CAT II
On Facility Components; Pipes (Linear Feet)					
On Facility Components; Surface Area (Square Feet)					
Off Facility Components; Volume (Cubic Feet)					

8. DATES FOR ASBESTOS REMOVAL (MM/DD/YY) *If this date changes, revise notification.	Start Date:	Completion Date: *	Days of Operations: ☐ M ☐ T ☐ W ☐ TH ☐ F ☐ SA ☐ SU
9. DATES FOR DEMOLITION (MM/DD/YY) *If this date changes, revise notification.	Start Date:	Completion Date: *	Hours of Operation:

Mail/Deliver to:	Mail original to County NESHAP Agency listed below if regulated by that county:		Copy to ADOSH	Copy to ADOT	
Arizona DEQ/AQD Attn: NESHAP Coordinator 1110 W Washington St Phoenix, AZ 85007 602-771-2333	Pima County DEQ Attn: NESHAP Coordinator 33 N Stone, Ste 730 Tucson, AZ 85701 50-740-3360	Maricopa County ADEQ Attn: NESHAP Coordinator 101 N Central Ste 400 Phoenix, AZ 85004 602-506-6708	ADOSH Compliance Section 800 W Washington St Phoenix, AZ 85007	_____ Industrial Hygienist 1324 N 22nd Avenue, MD 128 Phoenix, AZ 85009 602-712-4249	ADOT Procurement Contract Management 1739 W Jackson Suite A Phoenix, AZ 85007
	Pinal County AQCD Attn: NESHAP Coordinator PO Box 987 Florence, AZ 85232 520-866-6960			ADOT Demolition Coordinator 205 S 17th Avenue, RM 365 MD 612E Phoenix, AZ 85007 602-712-8734	

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.48 Notification of Demolition & Renovation Activities (2 of 2 Pages)

10. DESCRIPTION OF PLANNED DEMOLITION/RENOVATION WORK:

☐ Thermal System Insulation ☐ Popcorn Ceiling Texture ☐ Duct/Seam Tape ☐ Regulated Drywall System ☐ Asbestos-Containing Roof Removal
☐ Asbestos Cement Pipe ☐ Asbestos Cement Shingles ☐ VAT/Mastic ☐ Asbestos Cement Siding >5580 sq ft w/rotating blade cut
Other, please specify:

11. DESCRIPTION OF WORK PRACTICES AND ENGINEERING CONTROLS TO BE USED TO PREVENT ASBESTOS EMISSIONS:

☐ Adequately Wet ☐ Full Containment ☐ Critical Barriers ☐ Negative Air Machines, Number of units to be used ☐ Glove-Bag ☐ Leak-Tight Wrap
☐ 6-mil Bags ☐ Mini-containment ☐ Decontamination Unit with Hot/Cold Water and Soap for OSHA Class I Work ☐ Other, Describe:

12. ASBESTOS WASTE TRANSPORTER #1:

Company Name:		
Address:		
City:	State:	Zip:
Contact Person:	Telephone:	Fax:

13. ASBESTOS WASTE DISPOSAL SITE:

Company Name:		
Address:		
City:	State:	Zip:
Contact Person:	Telephone:	Fax:

14. FOR ORDERED DEMOLITIONS (40 CFR 61, §61.145(A)(3), ATTACH A COPY OF THE AGENCY'S ORDERED DEMOLITION LETTER

Name:	Title
State or Local Government Agency:	Authority:
Date of Order (MM/DD/YY):	Date Demolition Ordered to Begin (MM/DD/YY):

15. FOR EMERGENCY RENOVATIONS (40 CFR 61, §61.145(A)(4)(IV))

Date and Hour of Emergency (MM/DD/YY – HH:MM):
Description of the Sudden, Unexpected Event:
Explanation of how the event caused unsafe conditions or would cause equipment damage or an unreasonable burden:

16. DESCRIPTION OF PROCEDURES TO BE FOLLOWED IN THE EVENT THAT UNEXPECTED RACM OR CATEGORY I OR CATEGORY II NONFRIABLE ACM BECOMES CRUMBLES, PULVERIZED, OR REDUCED TO POWER:

☐ Stop Work ☐ Notify Owner ☐ Revise Notification ☐ Follow 40 CFR 61, §145(c) Procedures ☐ AHERA Certified Contractor/Supervisor on-site

17. I CERTIFY THAT AT LEAST ONE AHERA CERTIFIED CONTRACTOR/SUPERVISOR WILL SUPERVISE THE STRIPPING AND REMOVAL OF RACM DESCRIBED IN THIS NOTIFICATION AND THAT THE TRAINING CERTIFICATE WILL BE POSTED OR READILTY AVAILABLE ON SITE.

Print Name: Owner/Operator	Title	Signature of Owner/Operator	Date:

18. CERTIFICTION OF INSPECTION BY AN AHERA CERTIFIED ASBESTOS BUILDING INSPECTOR (All areas of Arizona)

Print Name of Inspector	Company Affiliation and/or Telephone#:	AHERA Certified Number and Training Provider	Expiration Date:

19. I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT:

Print Name: Owner/Operator	Title	Signature of Owner/Operator	Date:

Reference: Title 40, Code of Federal Regulations, Part 61, Subpart M, Asbestos NESHAP §61.145(b): Arizona Revised Statutes: Title 49-§§49-421 & 471 et. Seq.: and Arizona Administrative Code. Title 18, Chapter 2, Air Pollution Control, Article II, §R-18-2-1101. For more information, contact the Asbestos NESHAP Coordinator in Arizona at (800) 234-5677-2333. Revised: February 2008 Page 2 of 2

To Return to This Section Exhibits ~ **Click Here**

The Most Current and Approved Letterhead

VIA CERTIFIED MAIL

_____
_____
_____
_____

Re: _____ **(Site/Purpose of Lease)**

Dear _____:

Enclosed please find two (2) copies of the Lease Agreement _____ for the property located at _____, _____, Arizona, as discussed.

Please sign and return both copies then a fully executed copy will be returned to you for your records.

This Agreement becomes effective upon execution.

I have enclosed a self addressed postage paid envelope for your convenience. If you should have any questions or concerns, please don't hesitate to contact me at (602) 712-_____.

Sincerely,

_____, Right of Way Agent
Property Management Section/ITD
Arizona Department of Transportation
205 South 17th Avenue, Mail Drop 612E
Phoenix, Arizona 85007
(602)712-3070 fax
Enclosures (__)

Initials

RENTAL AGREEMENT SUMMARY
LEASE AGREEMENT (ADOT AS LESSEE)

LESSOR
_____

Parcel No.:		Agreement No.:	
Lessee(s):			

1. Term
2. Rent
3. Termination
4. Use of Subject Property
5. Repairs
6. Utility Charges
7. Janitorial
8. Improvements and Alterations
9. Offset
10. Use of Premises
11. Compliance with the Law
12. Eminent Domain
13. Assignment and Sublease
14. Destruction of the Premises
15. Subordination and Attornment
16. Environmental Control
17. Sale by Lessor
18. Self Insurance by Lessee
19. Time
20. Defined Terms and Marginal Headings
21. Hold Over
22. Attorney's Fees
23. Waiver
24. Notices
25. Estoppel Certificate
26. Agreements in Writing
27. Prohibition of Discrimination
28. Liens
29. Right of Recovery
30. Inspections and Audit
31. Arbitration
32. Assignment of Overcharges
33. Conflict of Interest

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION/RIGHT OF WAY GROUP
PROPERTY MANAGEMENT SECTION

LEASE AGREEMENT
ADOT as LESSEE

Lessor:		Project No.:	
Lessee:		Agreement:	
Section:		Location:	
County Parcel:		Site Name:	

THIS LEASE made _____ day of _____, _____, by and between _____, hereinafter called Lessor, and the _____, and Agency of the State of Arizona, hereinafter called Lessee.

WITNESSETH:

LESSOR hereby leases to lessee and Lessee hereby leases from Lessor those premises (hereinafter called "premises") consisting of: Approximately _____ sq. ft. located at _____.

1. **Term**
The term of this lease is for _____ year(s) (or until sooner terminated as herein provided), commencing on _____ and expiring on _____.

In the event of the inability of Lessor to deliver possession of the premises at the commencement of the lease term, Lessor shall pay as Liquidated damages **$**_____ per day for each working day occupancy is delayed, but Lessee shall not be liable for any rent until such time as Lessor delivers possession of the premises to Lessee. Rental shall begin on the date which lessee takes possession of the premises. If the Lessee takes possession on other than the first day of a calendar month, rental for the remainder of that month shall be paid by Lessee on a pro rata bases.

2. **Rent**
Lessee agrees to pay as base rental, at such a place as may be designated from time-to-time by Lessor, the sum of **$**_____ per month/per year, inclusive of all applicable rental occupancy taxes pursuant to Arizona revised Statutes, Section 42-1701 et seq.

3. **Termination**
In the event the State purchases, constructs or leases an entire structure to provide additional State office facilities and/or Lessee is directed by the Arizona Department of Administration to move into such facility during the term or renewal of this Lease, Lessee may terminate this lease upon sixty (60) days prior written notice to Lessor. In the event Lessee will be responsible for all obligations to Lessor incurred prior to the termination date specified in the notice. In the event no funds or insufficient funds are available to Lessee for any payment that may be due under this Lease for any portion of the term or renewal of this Lease following the initial fiscal year, Lessee will be without

further obligation under this Lease and will remove its personnel and property from the premises by the end of the period for which funds are available. Lessee will advise Lessor at any time it appears that there may be insufficient funds to fully pay its Lease payments.

4. **Use of Subject Property**
This facility will be occupied by the Arizona Department of Transportation for the purpose of issuing Title and Registration and Driver's License to the general public and to conduct activities as required by the Motor Vehicle Division.

5. **Repairs**
Lessor shall promptly make all repairs and replacements to the premises, including all common areas, parking areas, the structural systems, roofs, lighting fixture ballast's, exterior and interior walls, heating, plumbing, air conditioning, doors, windows, corridors and surrounding grounds. Lessor shall not be responsible for repairs caused by the sole negligence of Lessee, its employees, contractors or clients. Lessor shall repaint the premises, interior and exterior, at five (5) year intervals.

6. **Utility Charges**
Lessor agrees to furnish and pay at no cost to the Lessee, water, gas and electricity, heat and air conditioning consumed on the premises occupied by the Lessee except for telephone service. However, Lessor shall not be liable to Lessee for any stoppage or interruption of such services and utilities, which is caused by causes outside control of the Lessor.

7. **Janitorial**
Lessor agrees to provide and pay for five (5) days per week janitorial services, Monday through Friday. Janitorial work shall be done at such a time as not to interfere with the Lessee's normal business operations.

8. **Improvements and Alterations**
Lessor shall construct and install those items as provided in the plans and specifications attached as Schedule A. Prior to construction, Lessee shall sign off on all construction plans and specifications and no changes shall be made without written consent of the Lessee.

Lessee shall not make any alterations, additions or improvements without the prior written consent of Lessor. Any such alterations, additions or improvements (except moveable furniture and trade fixtures) shall be made by Lessee at Lessee's sole cost and expense and shall at once become a part of the realty and belong to Lessor.

9. **Offset**
In the event the Lessor fails to maintain the premises in a clean, orderly and safe condition, or fails to provide repairs, maintenance or other services as required in Paragraph 4, or fails to pay for utility charges as required in Paragraph 5, or fails to provide janitorial services as required in Paragraph 6, then the Lessee may make written demand upon the Lessor to provide such or service. If the maintenance, janitorial or utility services are not provided within ten (10) days after written demand has been mailed to the Lessor by the Lessee, then the Lessee may obtain such services and deduct its cost from any rental payment which becomes due after such service has been obtained.

10. Use of Premises

The premises described above are leased to Lessee for the sole purpose of providing Lessee's governmental services. Lessee agrees to comply with applicable laws, ordinances, regulations and building codes, now or hereafter in force in connection with its use of the leased premises. Lessee shall not commit or suffer the commission of any waste, overload any floor of the premises beyond the load limit established by Lessor or knowingly permit any explosives to enter the building.

11. Compliance with the Law

The Lessor shall promptly execute and comply with all statutes, rules, orders, building codes, fire codes, ordinances, requirements and regulations of the City, County, State and Federal governments, including OSHA., the Americans with Disabilities Act of 1990 (42 USC Sec. 12101 through 12213 and 47 USC Sections 225,611), Arizonans with Disabilities Act of 1992 (ARS Sec. 41-1492 et seq.) and their underlying regulations and rules, which are applicable to the premises. Nothing herein contained shall be construed to restrict the Lessor from contesting the applicability of any such regulations rule or ordinance, provided the Lessor indemnifies the Lessee to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

12. Eminent Domain

In the event the building, the land on which it is located or any portion of the leased premises is taken under, or a conveyance is made under the threat of condemnation proceedings, Lessee will be entitled to recover the value of its leasehold interest and all personal property, all fixtures and improvements installed by Lessee.

13. Assignment and Sublease

Lessee shall not assign, transfer, or encumber this lease nor sublet the leased premises or any portion thereof without the prior written consent of Lessor, and any such act shall constitute a breach of this lease. Consent to an assignment, subletting, occupation or use by other persons shall not be unreasonably withheld and shall not release Lessee from any of Lessee's obligations thereunder or be deemed to be a consent to any subsequent assignment, subletting, occupation or use.

14. Destruction of the Premises

A. In the event the premises are partially destroyed, this lease shall terminate.

B. In the event the premises are partially destroyed, Lessor, with reasonable promptness and dispatch, shall repair and rebuild the same within ninety (90) working days. Lessee shall pay rent, if the remaining premises are tenantable, during such period of repair or rebuilding in the proportion of tenantable premises occupied by Lessee. In case the remaining premises, following a partial destruction, are untenantable by Lessee, Lessee shall have the option to cease occupancy and all rent payments until the premises are tenantable or terminate the Lease.

C. The word "tenantable", as heretofore used shall be understood by the parties to mean tenantable for the purpose of performing the duties and services provided by Lessee to its clients.

15. Subordination and Attornment

Lessor reserves the right to place liens or encumbrances on said property or any part thereof or interest therein superior in lien and effect to this lease. This lease, at the

option of Lessor, shall be subject and subordinate to any and all such liens or encumbrances now or hereafter imposed by Lessor without the necessity of the execution and delivery of any further instruments on the part of the Lessee to effectuate such subordination. Notwithstanding the foregoing, Lessee covenants and agrees to execute and deliver upon demand such further instruments evidencing such subordination of this lease as may be requested by Lessor.

In the event of the foreclosure of any mortgage, deed of trust or other lien, Lessee will attorn to the owner who acquires title to the property and will recognize such owner as Lessor under this lease. Lessee hereby waives any rights to terminate this lease because of the foreclosure of any such mortgage, deed of trust or other security instrument provided that neither Lessor nor the new owner is not in default of any provision of this lease.

16. Environmental Control

The Lessor shall maintain adequate heating, ventilation, cooling and lighting equipment in operation to maintain the following environmental condition within the leased space.

Temperature in winter:	-70F - 75F
Temperature in summer:	-74F - 78F
Ventilation year round:	- 5 air changes per hour
Lighting on all work-stations:	-75 Foot - candles

For the purpose of this clause, summer is defined as the months April through October, inclusive and winter is defined as the months November through March, inclusive.

17. Sale by Lessor

In the event of a sale or conveyance by Lessor of the building containing the premises, the same shall operate to release Lessor as of the date from any and all future liability under this lease. The lease shall not be affected by any such sale, and Lessee agrees to attorn to the purchaser of the building.

18. Self Insurance by Lessee

Lessor and Lessee acknowledge that Lessee is self-insured and shall provide Lessor with a Certificate of Self-Insurance providing $1,000,000.00 of general liability coverage. This self-insurance protects the Lessee only.

19. Time

Time is of the essence of this lease and each and all of its provisions.

20. Defined Terms and Marginal Headings

The word "Lessor" and "Lessee" as used herein shall include the plural as well as the singular. If more than one person is names as Lessee, the obligations of such persons are joint and several. The marginal headings and titles to the articles of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part hereof.

21. Hold Over

Should Lessee hold possession after expiration of the lease term or any renewal thereof, Lessee shall become a Lessee on a month-to-month basis and the rent shall increase to 110% of the immediately preceding rental rate. Otherwise the same terms and conditions of this lease shall prevail. Either Lessor or Lessee shall have the right to

terminate any holdover tenancy with thirty (30) days written notice to the Lessee or Lessor's last known address without incurring any penalty or damages.

22. Attorney's Fees

In the event of any legal action or proceeding brought by either party against the other arising out of this lease, the prevailing party shall be entitled to recover costs and reasonable attorney's fees, as determined by the court, not the jury, based on the prevailing hourly wage for attorneys in Phoenix, Arizona, and such other matters deemed relevant by the court, and such amount shall be included in any judgment rendered in such proceedings.

23. Waiver

No waiver by Lessor of any provision of this lease or of any breach by Lessee thereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by lessee of the same or any other provision. Lessor's consent to or approval of any act by Lessee requiring Lessor's consent to or approval shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act of Lessee.

24. Notices

All notices to be given by one party to the other shall be in writing, mailed or delivered to each as follows:

To Lessor at:	_____
	_____
	_____
To Lessee at:	Arizona Department of Transportation
	Intermodal Transportation Division
	Right of Way Group/Property Management Section
	205 South 17th Avenue, Mail Drop 612E
	Phoenix, Arizona 85007
Telephone:	(602) 712-
Emergency:	_____
cc:	Arizona Department of Transportation
District	_____
Address:	_____
City, Arizona, Zip Code	_____
Telephone:	_____
Emergency:	_____

Or elsewhere, as either party may from time to time designate by written notice to the other.

25. Estoppel Certificate

Lessee shall, upon not less than ten (10) days prior written request by Lessor, deliver to Lessor a statement in writing certifying: (1 that this lease is unmodified and in full force and effect or if there have been modifications, that this lease as modified is in full force and effect; (2 the dates to which rent and other charges have been paid, and (3 that Lessor is not in default under any provisions of this lease, or if in default, a detailed description of such default.

26. Agreements in Writing

All negotiations, considerations, representations, and understandings between the parties are incorporated and expressly stated herein and may be modified and altered only by agreement in writing between the parties.

27. Prohibition of Discrimination

The Lessor agrees to comply with State of Arizona Executive Order No. 75-5, "PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS, NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS".

28. Liens

The Lessee shall keep the premises free from any liens arising out of any work performed, materials furnished or obligations incurred by lessee. In the event that Lessee shall not, within ten (10) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond, Lessor shall have, in addition to all other remedies provided herein by law, the right to cause the same to be released by such means as the Lessor shall deem proper, including the payment of the claim giving rise to such lien. All such sums paid by Lessor and all expenses incurred by Lessor in connection therewith shall be considered additional rent and shall be payable by Lessee on demand with interest at 10% per annum.

29. Right of Recovery

The parties mutually agree to waive all rights of recovery each against the other for damage to the property of either caused by fire, lightning, or the perils insured under the Standards Extended Coverage Endorsement in use in the State of Arizona.

30. Inspections and Audit

In accordance with Arizona Revised Statutes, Section 35-214, all books, accounts, reports, files and other records relating to this lease shall be subject at all reasonable times to inspection and audit by the Lessee, the State Auditor, or their agents, or employees at the Lessor's office or at the Lessee's offices designated in paragraph 23 at any time during the terms of the lease and for five (5) years after termination thereof.

31. Arbitration

The parties agree to use arbitration, after exhausting applicable administrative review, to the extent required by ARS: 12-1518.

32. Assignment of Overcharges

The parties recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact borne by the purchaser. Therefore, Lessor hereby assigns to Lessee any and all claims for such overcharges.

33. Conflict of Interest

All parties hereby are put on notice that this agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes, Section 38-511, the provisions of which are incorporated herein.

34. Notices

All notices and other communications authorized or required hereunder shall be in writing and shall be sent by certified or registered mail, return receipt requested, first-class postage prepaid, to:

IN WITNESS WHEREOF these presents are hereby signed and agreed to by the parties hereto:

_____/_____
Lessor Printed Name Date

Arizona Department of Transportation

APPROVED BY:

_____/_____
Manager, Property Management Section Date

ACCEPTED BY:

_____/_____
Printed Name, District Engineer Date

Initials

Attachment

Lease Agreement (ADOT as Lessee)
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

PROTECTIVE RENTS LEASE AGREEMENT
AGREEMENT SUMMARY

LESSOR STATE OF ARIZONA by and through its ARIZONA DEPARTMENT OF TRANSPORTATION

Lessor:		Agreement No.:	
Lessee:		Parcel No.	
Project No.		Monthly Rental Payment	$

1. Term of the Agreement
2. Rental Rate
3. Use of Subject Premises
4. Default
5. Cancellation Clause
6. Self-Insurance by Lessee – Two (2) Options
7. Addresses of Lessor and Lessee

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION/RIGHT OF WAY GROUP
PROPERTY MANAGEMENT SECTION

Lessor:		Agreement No.:	
Lessee:		Parcel No.	
Project No.		Monthly Rental Payment	$

LEASE AGREEMENT

THIS LEASE authorizes the Arizona Department of Transportation (ADOT), hereinafter referred to as Lessee, to lease the premises located at _____ also known as _____ ADOT Parcel No. _____, and owned by _____ hereinafter referred to as Lessor.

THIS LEASE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. **Term of this Lease**
The term of this Lease Agreement shall be **month-to-month** commencing on _____ using the current rental rate for the building that is accompanied by valid vacate notice.

2. **Rental Rate**
The rental amount is payable monthly to the Lessor, on the first day of each month. Upon acquisition or possession of the subject property by ADOT, Lessor shall refund without interest the unused portion of any prepaid rent.

In addition to the base monthly rent, Lessee agrees to reimburse Lessor for its Pro Rata Share of the building's water/sewer and refuse charges on a monthly basis.

Rental payments are processed no later than the 12th day of the month to ensure receipt by the 1st day of the following month. If Lessor wishes to use an invoice after the initial payment has been made, the invoice should be dated for the next month's payment.

3. **Use of Subject Premises**
Lessee's purpose for renting **is to preclude potential tenants from occupying the vacant facility, and then having to relocate them at a future date.** Lessee will not lease or use said property in any manner during the term of the lease. Lessor agrees that he/she will not allow any person or persons to lease said vacant property while this lease is in effect. If Lessor allows a person or persons to occupy said vacant property, Lessor will be responsible to Lessee for all relocation expenses to move the tenants. In addition, Lessor will return any rents paid by the Arizona Department of Transportation during such occupancy.

4. **Default**
In the event of a default, each party shall have all remedies as provided by law. Lessor or Lessee will pay to the prevailing party, court costs and attorneys' fees in a reasonable sum in any legal action brought forth.

5. **Cancellation Clause**

This Agreement is subject to cancellation by the Governor pursuant to A.R.S. Section 38-511.

6. Self-Insurance by Lessee – OPTION 1

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statue provides for either a right to indemnify and/or a right to contribution to any party to this agreement, then the right to pursue one or both of these remedies is preserved.

Lessor and Lessee acknowledge that Lessee is self-insured and shall provide Lessor with a Certificate of Self-Insurance providing $1,000,000.00 of general liability coverage for the benefit of the Lessor.

Self-Insurance by Lessee – OPTION 2

a. INDEMNIFICATION:

Lessee 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 Lessee or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Lessee's occupancy and use of the Leased Premises. 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 Lessee from and against any and all claims. It is agreed that Lessee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the Lessee is/are an agency, board, commission or university of the State of Arizona.

b. INSURANCE REQUIREMENTS:

Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Lease. Should the Lessee fail to maintain continuous liability insurance, this Agreement shall terminate.

The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. The State of Arizona in no way warrants that the minimum limits contained herein is sufficient to protect the Lessee from liabilities that might arise out of this Lease. Lessee is free to purchase such additional insurance as Lessee determines necessary.

1. MINIMUM SCOPE and LIMITS of INSURANCE: Lessee shall provide coverage with limits of liability not less than those stated below.

(a) Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	$2,000,000

Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Blanket Contractual Liability – Written and Oral	$1,000,000
Fire Damage (Any one fire)	$ 500,000

(1) The policy shall be endorsed to include the following 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 insured's with respect to liability arising out of the use and/or occupancy of the property subject to this Lease.

(2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

(b) Property Insurance – coverage on the building is only required if the lessee is the sole occupant/owner of the building.

Coverage on Lessee's Personal Property	Replacement Value
Coverage on building (if Lessee is sole occupant)	Replacement Value

(1) Property insurance shall be written on an "all risk, replacement cost coverage, including coverage for flood and earth movement.

(2) If property coverage on the building is required, "the State of Arizona (and the respective agency or university) shall be named as a loss payee".

(3) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Lessee.

This agreement is made upon the expressed condition that Lessor does not protect or insure against loss of personal property or improvements owned by Lessee and Lessee waives the right to claim damages form Lessor for any damage resulting to said property in the event that property is damaged or destroyed by fire or any other perils which is not a direct result of negligence by Lessor.

(c) Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

(1) The policy shall be endorsed to include the following 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 insured's with respect to liability arising out of the activities performed by or on behalf of the Lessee, involving automobiles owned, leased, hired or borrowed by the Lessee."

(2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

(d) Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory Employers' Liability
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

(1) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

2. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

(a) The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Lessee, even if those limits of liability are in excess of those required by this Lease.

(b) The Lessee's insurance coverage shall be primary insurance with respect to all other available sources.

(c) Coverage provided by the Lessee shall not be limited to the liability assumed under the indemnification provisions of this Lease.

3. NOTICE OF CANCELLATION: With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

4. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an

"A.M. Best" rating of not less that A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Lessee from potential insurer insolvency.

5. VERIFICATION OF COVERAGE: Lessee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. 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 lease term commences. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the Agreement and must remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of the Agreement.

   All certificates required by this Agreement shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona Department, lease agreement number and location description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

6. APPROVAL: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

7. EXCEPTIONS: In the event the Lessee is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Lessee is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

   Lessee or Lessee's Insurance Company shall furnish Lessor with a "Certificate of Insurance" for the above-mentioned amounts, upon execution of this agreement. This certificate should state ADOT'S Parcel Number _____ and Rental Agreement Number _____.

7. Addresses of Lessor and Lessee

Any notices to or demands upon either party hereto by the other pursuant to this lease, shall be in writing and shall be delivered in person or forwarded by mail, postage prepaid and fax addressed as follows:

TO LESSOR AT:			
Name:			
Address			
City, State, Zip			
C/O:		E-Mail:	
Phone No:		Fax No:	
TO LESSEE AT:			
Arizona Department of Transportation			
Intermodal Transportation Division			
Right of Way Group, Property Management Section			
205 South 17th Avenue, Mail Drop 612E			
Phoenix, Arizona 85007			
(602) 712-7587	Monday-Friday 8am-5pm		
(602)	Emergency **only** Phone No.		

or elsewhere, as either party may from time to time designate by written notice to the other.

IN WITNESS WHEREOF, the parties hereto have executed this instrument by proper persons thereunto duly authorized so to do the day and year first above written.

LESSOR (BUSINESS/PERSON)

_____

_____ _____

Lessor Date

LESSEE
ARIZONA DEPARTMENT OF TRANSPORTATION

_____ _____

Manager, Property Management Section Date

/Initials

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.51 Protective Rents Lease Letter

The Most Current and Approved Letterhead

Name
Address
City, State Zip Code

Re: Project: _____
Highway: _____
Section: _____
Parcel: _____
Agreement No.: _____

Dear _____:

Enclosed for your review is the Protective Rents Lease Agreement, between _____ as Lessor and the Arizona Department of Transportation as Lessee. Please review and sign the lease agreement and return to me in the postage paid envelope provided.

We also have record of the W-9 information and will be processing a rental payment to you for the months beginning _____, 20___ at a rate of **$**_____ for each vacant _____ per month in the total amount of **$**_____.

If you have any questions, please don't hesitate to contact me at 602-712-____ or by mail to 205 South 17th Avenue, Mail Drop 612E, in Phoenix, Arizona 85007.

Sincerely,

_____, Right of Way Agent
R/W Property Management Section

Initials

Protective Rents Lease & Letter
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.52 Certified Termination of Protective Rents Letter

The Most Current and Approved Letterhead

Date

Via Certified Letter

Name
Address
City, State Zip Code

RE: Project: _____
Parcel: _____
Excess Land No.: _____

Dear _____:

Dear _____:

This letter will serve as an official notice that the Arizona Department of Transportation has terminated the above referenced lease agreement, effective _____, per the terms of the lease agreement.

The Department would like to thank you for the courtesy extended to us.

If you have any questions, please contact me at 602-712-7022 or via mail at the below address.

Sincerely,

_____, Right of Way Agent
Property Management Section
205 South 17th Avenue, Mail Drop 612E
Phoenix, Arizona 85007

Certified Termination of Protective Rents Letter
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.53 Consummated Lease Addendum Letter

(Most Current and Approved Letterhead)

Date

Name
Address
City, State, Zipcode

RE: Project: _____
Highway: _____
Section: _____
Parcel: _____
Escrow: _____

Dear _____:

Enclosed is you're consummated copy of the Lease Addendum A-_____, between _____, as Lessor and the Arizona Department of Transportation, as Lessee.

If you should have any questions, please contact me at (602) 712-_____, or by correspondence at 205 South 17th Avenue, Mail Drop 612E, in Phoenix, Arizona 85007.

Sincerely,

_____
Right of Way Agent
Property Management Section

/Agent Initials

Enclosure

Consummated Lease Addendum
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.54 Certificate of Insurance

The Most Current and Approved Letterhead

REQUEST FOR CERTIFICATE OF INSURANCE

Please send your completed request with a full copy of the contract, lease or other agreement requiring a Certificate of Insurance to:

ADOT Office of Safety & Risk Management
1324 North 22nd Avenue
Org. 0110 - Mail Drop 030P
Phoenix, Arizona 85009-3715
(Office) 602-712-7327 (Fax) 602-712-6545

Your Name: _____ Your Division: _____

Address: _____ Phone: _____ Fax: _____

Dates of Certificate (same as contract/agrmt dates) from from _____ to _____

Location (address) of activity _____

Description of activity _____

_____

Certificate Holder Information

Certificate Holder Name (organization we would enter into agrmt with) _____

Contact Name at the Organization _____

Contact Address (Complete) _____

Contact Phone: _____ Fax: _____

All requests must be submitted fourteen (14) business days prior the event.

Request for Certificate of Insurance
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.55 W-9 Form

State of Arizona Substitute W-9 & Vendor Authorization Form

Purpose: Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certifications and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

Instructions: Complete form if
1. You are a U.S. person (including a resident alien);
2. You are a vendor that provides goods or services to an Arizona state agency; **AND**
3. You will receive payment from the State of Arizona.

Return completed form to the state agency with whom you do business, for review and authorization.
Refer to State of Arizona Substitute W-9 Instructions and IRS W-9 Instructions for details on completing this form.

Social Security Number (SSN) _____ **OR Employer Identification Number (EIN)** _____

Entity Type Must select one of the following (Coding (X#) is for internal purposes only)

- ◯ Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (6I)
- ◯ Corporation NOT providing health care, medical or legal services (5A)
- ◯ Corporation providing health care, medical or legal services (5M)
- ◯ Partnership, LLP or Partnership organized as LLC or PLLC (5C)
- ◯ An international organization or any of its agencies/instrumentalities (5U)
- ◯ The US or any or its political subdivisions or instrumentalities (2G)
- ◯ State of Arizona employee (1E) **HRIS EIN** _____
- ◯ LLC, PLLC organized as corporation NOT providing health care, medical or legal services (5A)
- ◯ LLC, PLLC organized as corporation providing health care, medical or legal services (5M)
- ◯ A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
- ◯ Other: Tax Reportable Entity (5P) **Description** _____
- ◯ Other: Tax Exempt Entity (5H)

Name (First, Middle, Last) _____

Business Name _____

Main Address Where tax information and general correspondence is to be mailed

Address _____
City _____ State _____ Zip code _____

Remittance Address Where payment is to be mailed ☐ Same as Main

DBA\Branch\Location _____
Address _____
City _____ State _____ Zip code _____

Vendor Contact Information

Name _____
Title _____ Phone # _____ Ext. _____
Email _____ Fax _____

Minority Business Indicator Must select one of the following (Coding (X#) is for internal purposes only)

- ◯ Small Business (01)
- ◯ Small Business- African American (23)
- ◯ Small Business- Asian (24)
- ◯ Small Business - Hispanic (25)
- ◯ Small Business- Native American (27)
- ◯ Small Business- Other Minority (05)
- ◯ Small, Woman Owned Business (06)
- ◯ Small, Woman Owned Business- African American (29)
- ◯ Small, Woman Owned Business- Asian (30)
- ◯ Small, Woman Owned Business- Hispanic (31)
- ◯ Small, Woman Owned Business- Native American (33)
- ◯ Small, Woman Owned Business- Other Minority (11)
- ◯ Woman Owned Business (03)
- ◯ Woman Owned Business- African American (17)
- ◯ Woman Owned Business- Asian (18)
- ◯ Woman Owned Business- Hispanic (19)
- ◯ Woman Owned Business- Native American (21)
- ◯ Woman Owned Business- Other Minority (08)
- ◯ Minority Owned Business- African American (04)
- ◯ Minority Owned Business- Asian (32)
- ◯ Minority Owned Business- Hispanic (74)
- ◯ Minority Owned Business- Native American (15)
- ◯ Minority Owned Business- Other Minority (02)
- ◯ Non-Profit, IRC §501(c) (88)
- ◯ Non-Small, Non-Minority or Non-Woman Owned Business (00)
- ◯ Individual, Non-Business (00)

Certification ☐ **Exempt from backup withholding**

Under Penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
3. I am a U.S. person (including U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Signature _____ **Title** _____ **Date** _____

STATE OF ARIZONA **AGENCY** USE ONLY — **VENDOR**: DO NOT WRITE BELOW THIS LINE

Agency Authorization: Print Name _____ Signature _____ Title _____
AGY _____ Phone # _____ Email _____ Date _____

STATE OF ARIZONA **GAO** USE ONLY — **VENDOR & STATE AGENCY:** DO NOT WRITE BELOW THIS LINE

☐ IRS TIN Matching ☐ Corporation Commission ☐ HRIS ☐ GAO-03 ☐ Other
Vendor Number _____ Processed by _____ Date Processed _____

GAO-W-9 Revised 05/29/07

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.56 Request for Payment Form

RIGHT OF WAY GROUP
PROPERTY MANAGEMENT - ORG 9375

Request for Payment from R/W Operations Section

Vendor Name and Mailing Address:	
Amount to be paid:	
Lease still in affect (Yes/No)?	**YES**
Payment Period:	

The monthly rental amount is $1,200.00. New lease effective January 1, 2007 on a month to month basis. Please submit payment in the amount above.

A-030 **(F.S. 7-40)** **Superior Storage Site (Yard)**
Globe District **P.O. Box T** **Superior, Arizona 85273** **Contact: (Org 8353)**

ADVANTAGE CODES:

FUND:	**HWY**
ORG:	**8350**
APPROPRIATION CODE:	**0929**
OBJECT:	**7221-10**
FUNCTION:	**8350**
ACTV:	**AR22**
VENDOR NO.:	**20100666 9 01**

Approved for Payment
Property Management Section

, 2014

BY: _____

Manager/Typist Initials

Request for Payment Form
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.57 Option to Renew Lease Agreement Letter

The Most Current and Approved Letterhead

Date

VIA CERTIFIED MAIL

_____
_____
_____

RE: Lease No.: _____
Location: _____

Dear _____:

Per our conversation on _____ 20__ regarding extending our lease term and the monthly rental amount, effective _____ 20___, please see the enclosed Lease Addendum for your review. If you agree with the terms and conditions, please sign and send back to me at the address below.

Should you have any comments or questions, please don't hesitate to contact me at 602-712-____ or by fax at 602-712-3070.

Sincerely,

_____
Property Management Section, Agent
Arizona Department of Transportation
205 South 17th Avenue, Mail Drop 612E
Phoenix, Arizona 85007

Initials

Option to Renew Lease Agreement Letter
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.58 Request to Extend the Lease Letter

(Most Current and Approved Letterhead)

Date

Name
Company
Address
City, State, Zip Code

RE: Project No.: _____
Parcel No.: _____
Agreement No.: _____

Salutation _____:

The Arizona Department of Transportation, as Lessee, respectfully requests permission to extend the term of said lease on a _____ basis for up to _____ additional year(s), commencing _____, and terminating _____.

The rental rate of $_____ is payable _____. All other terms and conditions shall remain the same.

If you are in agreement with the terms and conditions, please sign below and return for further processing. We have enclosed a self-addressed, stamped envelope for your convenience.

If you should have any questions, please contact me at (602) 712-_____, or by mail at 205 South 17th Avenue, Mail Drop 612E, in Phoenix, Arizona 85007.

Sincerely,

_____, Right of Way Agent
R/W Property Management Section

Agent Initials

cc: Right of Way Operations Section

_____/_____
Lessor Date

_____/_____
Manager, Property Management Section Date

_____/_____
Division Director Date

Request to Extend Lease Letter
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.59 Notice of Change in Status of Facility Site

NOTICE OF CHANGE IN STATUS OF FACILITY SITE

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
RIGHT OF WAY GROUP/PROPERTY MANAGEMENT SECTION

SUBMIT ORIGINAL TO CHIEF DEPUTY STATE ENGINEER PHOENIX, ARIZONA

I, _____ District Engineer, District No. _____

REQUEST PERMISSION TO ❒ MOVE ❒ IMPROVE ❒ CONSTRUCT ❒ SELL

SITE NO. _____ BUILDING NO. _____ LOCATION _____

TYPE OF BUILDING _____

TO BE MOVED _____ NEW BUILDING NO. _____

DESCRIPTION OF PROPOSED CHANGE _____

_____

_____

_____

_____

DESCRIBE TYPE OF BUSINESS AND ATTACH PLOT PLAN OF REVISION _____

_____

_____

_____

_____

APPROXIMATE COMPLETION DATE _____

APPROVED BY _____

DATE _____

RECEIVED BY _____

DATE _____

Notice of Change in Status of Facility Site Form
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

ARIZONA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY GROUP
RECOMMENDATION FOR DISPOSAL OF REAL PROPERTY

TO: _____
CHIEF RIGHT OF WAY AGENT
RIGHT OF WAY GROUP

FROM: _____
☐ MAINTENANCE DISTRICT ENGINEER
☐ CONSTRUCTION DISTRICT ENGINEER
☐ DISTRICT ENGINEER

FOR: RIGHT OF WAY GROUP **DISTRICT:**

PROJECT NO:		**HIGHWAY:**		**DISPOSAL ACTION TO BE TAKEN:**	
CONSTRUCTION NO:		**SECTION:**		☐ ABANDON	☐ SALE
TRACS NO:		**COUNTY:**		☐ EXTINGUISHMENT/RELINQUISHMENT	
ENG. STA.		**ASSESSOR NO.**		**PARCEL NO.**	

ROUTE NO(S):		**SECTION(S)**	**TOWNSHIP**	**RANGE**
OLD:				
CURRENT:				

THE FOLLOWING ARE SUBMITTED IN SUPPORT OF THIS REQUEST:

A.☐ A specific memorandum stating and supporting the reason for the request.
B.☐ Description, mile post designation, legal description or engineer's station.
C.☐ Hi-lighted R/W and As-Built Plans defining the area of disposal.
D.☐ A statement to ☐ the receiving agency or political subdivision.
from ☐ JPA #_____

_____ ___/___/___
SIGNATURE DISTRICT ENGINEER **DATE**

REVIEW PROCESSING
*SIGN INTHE APPROPRIATE COLUMN **ATTACH JUSTIFICATION MEMO IF NOT "RECOMMENDED"***

REVIEWED BY	**RECOMMENDED**	**NOT RECOMMENDED**	**DATE**
CHIEF RIGHT OF WAY AGENT			
RIGHT OF WAY PLANS MANAGER			
ASSISTANT CHIEF RIGHT OF WAY AGENT			
RIGHT OF WAY PROJECT MANAGEMENT MANAGER			
UTILITIES SECTION *IRRIGATION LANGUAGE YES ☐ NO ☐			
☐ STATEWIDE **OR** ☐ URBAN PROJECT MGMT.			
ROADSIDE DEVELOPMENT GROUP MANAGER			
ASSISTANT STATE ENGINEER, ROADWAY GROUP			
ASSISTANT STATE ENGINEER, MAINTENANCE GROUP			
ASSISTANT STATE ENGINEER, MATERIALS GROUP			
MULTIMODAL PLANNING DIVISION MANAGER			
RESOLUTION / DISPOSAL UNIT – TITLES SECTION			
RIGHT OF WAY WATER RIGHTS / WELL UNIT			

EXCESS LAND NO.: _____

RIGHT OF WAY SECTION		
Irrigation Language if applicable:	***If Irrigation District water is to be supplied to the within described property, all costs of extending service to this property shall be at the sole expense of the Grantee herein. (language to be added to conveying document)***	

FEDERAL AID PARTICIPATION			
a. PARTICIPATING IN R /W ACQUISITION	YES ☐ NO ☐	b. PARTICIPATING IN CONSTRUCTION	YES ☐ NO ☐

DISPOSITION: For sale according to state law

Who is to receive jurisdiction? _____

FHWA CONCURRENCE REQUIRED: YES ☐ NO ☐ DATE SUBMITTED _____ CONCURRENCE RECEIVED: YES ☐ NO ☐	***Chief provides final recommendation below once ALL disposal tasks are completed prior to sale or Board action:*** ☐ APPROVED ☐ DISAPPROVED _____ DATE___/___/_____ CHIEF RIGHT OF WAY AGENT

BOARD APPROVAL: YES☐ NO☐ **N/A**	RESOLUTION NUMBER: **N/A**	DATE: **N/A** MONTH _____ DAY _____ YEAR _____		
RESOLUTION RECORDING **N/A**	INFORMATION: DOCKET / DOCUMENT **N/A**	PAGE **N/A**	COUNTY **N/A**	DATE **N/A**

INSTRUCTIONS: This form is to be used to initiate disposal proceedings of all real property no longer required by the Arizona Department of Transportation. It is to be initiated by appropriate District Engineer, and must bear his signature.

All supporting data must accompany the form to ensure complete and rapid processing.

Form 60–3311
Rev. 06/2014

EXCESS LAND NO.: _____

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.61 Market Analysis & Proposed Offer Worksheet

MARKET ANALYSIS & PROPOSED OFFER WORKSHEET

Project: _____ **Parcel:** _____

Highway: _____ **Owner:** _____

Section: _____ **Location:** _____ **Agent:** _____

COMPARABLE MARKET DATA								
Assessor Parcel #	Sale Date	Sales Price Per Unit	GENERAL ADJUSTMENT FEATURES					ADJUSTED UNIT VALUE
			Size	Zoning	Topography	Location	Other	
							RECOMMENDED LAND UNIT VALUE:	

NOTE: The above sale/listing data was obtained from sources such as Public Records, Comps of Arizona, TRW/REDI, Multiple Listing Service, etc.

Sale of excess ADOT land: Area: _____
Type of Interest: _____

COMMENTS:

PROPOSED OFFER: $ _____ CALCULATIONS: Unit Value x Area x % of Fee = Total Land
Add for minor improvement value or Cost-to-Cure: $

CONCURRENCE: _____ _____
Right of Way Property Management Manager Date

Market Analysis & Proposed Offer Worksheet
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

ARIZONA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY GROUP/PROPERTY MANAGEMENT SECTION
EXCESS LAND PURCHASE AGREEMENT AND RECEIPT FOR DEPOSIT

Project No.: _____ **Date:** _____ **Sale No.:** L- _____

Received from _____ (full name of person(s) or entity taking title), herein called Purchaser, the sum of _____ dollars **$**_____ as earnest deposit for the purchase of the State's interest in the real property known as Excess Land No. L-_____; a _____ (short description of property, e.g., vacant land, commercial bldg, etc include important details such as landlocked) of approximately _____ sq ft/acres located at _____, in _____ County, Arizona and as shown on Exhibit "A" attached hereto.

By: _____
_____, Sales Agent

SALE PRICE PAYABLE AS FOLLOWS: As consideration, the Purchaser agrees to purchase the State's interest in the above described real property for the full purchase price of _____ dollars **$**_____ payable as follows:

$_____ Initial Deposit
$_____ Balance of required 10% deposit to be deposited in escrow within five (5) business days from _____ date.
$_____ Balance of full purchase price, payable at close of escrow.

PURCHASER HEREBY AGREES TO: Close escrow, entered into at Purchaser's expense, with _____ (**name of the Title Company**), _____ (**Address**), in _____ (**City**), Arizona _____ **(zip code),** Attention: _____ **(Title/Escrow officer's name)** _____ **(direct line)**, _____ **(fax number & email address**) on or before _____ (**close of escrow date, MUST be within sixty (60) days**).

The property shall be conveyed by **Special Warranty or Quit Claim** Deed to: **Purchaser/Entity Full Name(s) & Entity and or Relation Status**

PURCHASER TO SIGN ATTACHED ENVIRONMENTAL RELEASE FORM. This agreement is made with the understanding that it is subject to the terms and conditions attached hereto and approval by the Intermodal Transportation Division.

PURCHASER/ENTITY FULL NAMES: _____

By _____
Authorized Signers Title

FULL ADDRESS: _____

Telephone: _____ **Fax:** _____ **E-Mail** _____

TERMS OF EXCESS LAND PURCHASE AGREEMENT & DEPOSIT RECEIPT

ESCROW FEES: When purchase is accomplished through escrow proceedings, the successful bidder shall pay all escrow and collection fees.

SALE CLOSING SCHEDULE: Completion of a cash sale, or close of escrow, shall be scheduled on or before sixty (60) days from the date of execution of this purchase agreement. Any application for extension of time to complete sales transaction must be in writing and approved by ADOT. An additional deposit may be required for any such extension. This non-refundable additional deposit will be applied to the purchase price if the sales transaction closes.

POSSESSION: Possession will be granted upon recording of the Special Warranty Deed and any other closing documents required.

FORFEITURE OF DEPOSIT: In the event buyer withdraws its approved bid, or fails to comply with any of the terms of this Agreement, ADOT is hereby entitled to retain the deposit as liquidated damages and buyer forfeits its right to the property.

NON-ASSIGNABILITY: This Purchase Agreement and any escrow instructions arising there from are not assignable until the escrow has closed.

ENVIRONMENTAL RELEASE: Successful bidders for the purchase of excess land must sign an Environmental Release form.

DISCLAIMER OF WARRANTIES: The State through the Department of Transportation will convey by Special Warranty Deed only what right, title, and interest it has in the property and does not warrant marketability, sufficiency or color of title, ingress or egress to the property, zoning, utilities, or the ground location of property lines other than monumented highway right of way lines. The property is subject to all valid rights, exceptions and/or reservations (in accordance with Arizona Revised Statute 28-7210), whether or not these matters are of public record. Access to any existing utilities will be by way of what is existing at the time of this conveyance and shall be the responsibility of the Purchaser herein and the public or utility companies to show where that access is located. The obligation is upon the buyer to examine to their satisfaction the status of all matters affecting the property including the accuracy of title, boundaries, zoning, and physical conditions. If agricultural irrigation is to be supplied, the cost of extending service to the property is totally and expressly the cost of purchaser. It is understood that this Disclaimer of Warranties shall remain in full force and effect regardless of the language contained in any subsequent closing documents or deeds.

RELEASE
EXCESS LAND NO.: L-____-___

STATE OF ARIZONA)
) SS
County of Maricopa)

The State of Arizona, Arizona Department of Transportation (Seller) and _____ (**Purchaser/Entity's full name)** (Buyer) has entered into a purchase and sale agreement (the Contract) dated _____ and concerning the real property described in Exhibit A together with any improvements thereon.

The Contract requires Buyer release Seller of and from all liabilities, obligations and claims, known and unknown, that Buyer may now have against Seller or that may arise in the future based in whole or in part upon the presence of toxic or hazardous substances or other environmental contamination on or within the Property.

Therefore, in return for sale of the Property and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer agrees as follows:

Buyer hereby releases Seller of and from a) any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses of any kind, known or unknown, past, present or future relating to the Property arising out of any violation of any law, statute, ordinance, rule regulation order of determination of any governmental authority pertaining to health or environment and b) all matters known or unknown, past, present, or future, relating to any act, omission, event or circumstance related to hazardous substances or environmental contamination within, on, or released from the Property.

Buyer's agreement to release Seller is a material portion of the consideration for conveyance of the Property by Seller to Buyer.

The terms and provisions of this Release shall run with the Property and shall be binding upon Buyer and Buyer's successors in interest.

Executed this _____ day of _____ 20_____

Purchaser/Entity's full name(s): _____

By: _____
(**Authorized Signer's Title)**

SUBSCRIBED AND SWORN before me this _____ day of _____ 20_____.

_____
Notary Public

My commission expires: _____

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.63 Bidder Form

BIDDER FORM

Excess Land No.: _____ **Appraisal Amount:** $ _____ **Bidder No.:** _____
Name: _____
Address: _____ **Zip:** _____
Telephone No.: _____ **E-Mail:** _____
Business Name: _____
Address: _____ **Zip:** _____
Telephone No.: _____ **E-Mail::** _____

BIDDER UNDERSTANDS AND AGREES TO THE FOLLOWING:

1. THIS IS A CASH SALE. THERE ARE NO TERMS BEING OFFERED.

2. THERE WILL BE NO CONTINGENCIES IN THE CONTRACT.

3. BUYER HAS COMPLETED ALL DUE DILIGENCE BUYER DEEMS NECESSARY TO PROCEED WITH PURCHASE OF THIS PARCEL.

4. SUCCESSFUL BIDDER SHALL, AT THE CONCLUSION OF THIS AUCTION, IMMEDIATELY EXECUTE THE PURCHASE AGREEMENT AND ENVIRONMENTAL RELEASE FORM REQUIRED BY THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION (ADOT), COPIES ATTACHED. ALSO ATTACHED IS A COPY OF THE ADOT ENVIRONMENTAL DETERMINATION. BY SIGNING BELOW BUYER ACKNOWLEDGES EXAMINATION OF THESE DOCUMENTS.

5. THE TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT SHALL GOVERN IN ALL INSTANCES.

6. IN THE EVENT BIDDER IS NOT THE SUCCESSFUL BIDDER AT AUCTION, IT IS UNDERSTOOD THAT INITIAL DEPOSIT SHALL BE REFUNDED AS SOON AS POSSIBLE.

7. IF THE SUCCESSFUL BIDDER FAILS TO MAKE THE ADDITIONAL EARNEST MONEY DEPOSIT WITHIN THE SPECIFIED PERIOD, FAILS TO PAY THE FULL PURCHASE PRICE WITHIN SIXTY (60) DAYS FROM THE DATE ESCROW IS OPENED, OR OTHERWISE FAILS TO COMPLY WITH ANY OF THE TERMS OF THE PURCHASE AGREEMENT, THE SUCCESSFUL BIDDER'S RIGHT TO PURCHASE THE PROPERTY SHALL TERMINATE AND THE FULL AMOUNT OF THE PREVIOUSLY PAID EARNEST DEPOSIT SHALL BE FORFEITED TO ADOT.

8. IN THE EVENT FOR ANY REASON THE SUCCESSFUL BIDDER FAILS TO CLOSE ESCROW, ADOT RESERVES THE RIGHT TO OFFER THIS PROPERTY TO THE NEXT HIGHEST BIDDER(S).

9. ANY LEASE WITH ADOT THAT IS STILL IN EFFECT AT CLOSE OF ESCROW WILL TRANSFER TO THE NEW OWNER, ALONG WITH THE SECURITY DEPOSIT(S) HELD BY ADOT. IF THE ADOT LEASE IS TERMINATED AND THE TENANT VACATES PRIOR TO CLOSE OF ESCROW, ALL OR PART OF THE SECURITY DEPOSIT, AS DETERMINED BY INSPECTION OF THE PROPERTY, WILL BE REFUNDED TO THE TENANT BY ADOT.

BY SIGNING BELOW, I UNDERSTAND AND AGREE TO THE AFOREMENTIONED TERMS.

_____ _____
BIDDER SIGNATURE **DATE**

BY: _____ **ITS:** _____

Bidder Form
Revised 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.64 Net Value Analysis Form

ARIZONA DEPARTMENT OF TRANSPORTATION
R/W PROPERTY MANAGEMENT SECTION

EXCESS LAND NET VALUE ANALYSIS

Excess Land No.:	
Project:	
Highway:	
Section:	
Parcel No.:	
Location:	
Parcel Size:	

Improvements:	$
Estimated Land Unit Value: (Based On Appraisal Or Market Analysis)	$
Estimated Total Market Value: (Based On Appraisal Or Market Analysis)	$
Estimated Maintenance Cost: (Dust/Weed Control, Repairs, Costs, Etc.)	$
Estimated Disposal Cost: (Appraisal, Advertising, Auction Costs, Etc.)	$
Net Value For Disposal:	$
20% Of Market Value:	$
Reduced Net Value For Disposal:	$

NOTE: In Accordance With A.R.S. 28-7095E, Net Value Shall Not Be Less Than 20% Of Estimated Market Value, Unless Waived By The Director.

Prepared By:	
Date Prepared:	
Approved By:	
Date Approved:	

Net Value Analysis Form
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.65 Minimum Bid Proposal Concurrence Worksheet

MINIMUM BID PROPOSAL & CONCURRENCE WORKSHEET

Project: _____ **Excess Land Parcel #:** _____
Highway: _____ **Original R/W Parcel #:** _____
Section: _____ **R/W Agent:** _____

COMPARABLE MARKET DATA

Assessor Parcel #:	Sale Date:	Sales Price Per Unit:	*GENERAL ADJUSTMENT FEATURES*					Adjusted Unit Value:
			Size	Zoning	Access	Location	Other	
		$						$
		$						
		$						
		$						
		$						
		$						
		$						
SUBJECT								
							RECOMMENDED UNIT VALUE:	

NOTE: The above sale/listing data was obtained from sources such as Co-Star comps, Internet, Loopnet, Multiple Listing Service, Data Quick, Brokers, etc. and has **not** been independently confirmed.

Comments: _____

CALCULATIONS:

Proposed Bid:	$	Unit Value	x	Area	x	% of Fee	=	

CONCURRENCE: _____ _____
Manager, Right of Way Property Management Section Date

Revised 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.66 State Land Department Payment Request Memo

The Most Current and Approved Memo

To: _____
From: _____
CC: _____
Date: _____
RE: State Land Payment for Material Site
State Land Lease No.: _____ Site Name: _____

The Arizona Department of Transportation has a Permit with the Arizona State Land Department for the use of _____ on the above referenced property.

I am requesting an electronic fund transfer for the Annual Rental Payment in the amount of $_____, for the period _____ through _____, which is/was due by _____. Please use the codes as provided:

Fund:		Org:	
Appropriation Code:		Object Code:	
Function Code:			

Please contact me at 602-712-_____, if you should have any questions or concerns.

/Initials

State Land Department Payment Request Memo
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.67 **Request to Renew the License or Easement Agreement for Private Owners Letter**

The Most Current and Approved Letterhead

Date

_____
_____
_____

Re: Easement Renewal for Material Site #_____

Dear _____:

The Arizona Department of Transportation (ADOT) would like to obtain a haul road easement over a portion of your property located _____, Arizona or as shown on the attached plat map.

Enclosed is a copy of the haul road easement, our plat map showing the location of our haul road, and a pit sketch or aerial photo for your review.

ADOT is prepared to issue you a check in the amount of **$**_____ for your consideration of the Easement Agreement upon your notarized signatures, the completion of the State of Arizona Substitute W-9 and Vendor Authorization Form.

Thank you for your time concerning this matter. Your cooperation is greatly appreciated. If you have any questions please do not hesitate to contact me at (602) 712-____.

Sincerely,

_____, R/W Agent

___Attachment(s)
/initials

Request to Renew the License or Easement Agreement
for Private Owners
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.68 Application to Renew the USDA Forest Service Permit Letter

The Most Current and Approved Letterhead

Date

_____
District Ranger
Tonto National Forest
_____
_____

RE: Material Source _____

Dear _____:

The Arizona Department of Transportation (ADOT) Materials Group is requesting a _____ year renewal of a special use permit for a previously used borrow source. The site is located in ____ County in Section ___ of Township ___ (North, South, East or West), Range ___ (North, South, East or West). Access is from State Route _____ at milepost _____.

The disturbance footprint of the site will not be expanded. It is proposed in the application that ADOT _____ District Maintenance remove existing stockpiled material first and potentially deepens the pit in the future. Due to extensive precipitation this winter and poor current condition of the roadway (description) between _____, ADOT requests that the permit process/approval be expedited to allow for repairs to begin in early spring. Details regarding periods and frequency of use are included in the attached Permit Application (SF-299) and the attached Plan of Operations.

Please contact me at (602) 712-____ for additional information, and/or to initiate group discussion regarding the level of effort needed to support a Decision Memorandum. We feel it is urgent to utilize this source as soon as practicable to bring the roadway condition to an acceptable level.

Thank you for your consideration of this request.

Sincerely,

_____

Initials

Application to Renew the Permit for USDA Forest Service
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.69 Annual Water Use Report Letter

The Most Current and Approved Letterhead

Name
Address
City, State Zip Code

RE:	Project No:	_____	Parcel No.:	_____
	Highway:	_____	Agreement No.:	_____
	Section:	_____	Assessor No.:	_____

Dear _____:

Enclosed is the notice from (ADWR E-Mail or Land Mail) indicating that it is time to report use or non use of the above-cited Grandfathered Irrigation Water Right associated with the lease agreement between _____ Company and the Arizona Department of Transportation to the Arizona Department of Water Resources.

Please use one (1) of the options (on-line reporting or through land mail) for the Annual Use Report and provide evidence of your report to this office. Note that the reports must be postmarked no later than March 31, 20____.

Should you have any questions, please don't hesitate to contact me.

Sincerely,

_____, R/W Agent
Right of Way Property Management Section
Water Rights & Well Unit Coordinator
205 South 17th Avenue, Mail Drop 612E
Phoenix, Arizona 85007
602-712-____ (Phone)
602-712-____ (Fax)

/Typist Initials
.Doc

Enclosure

cc: _____, R/W Agent
R/W Property Management Section

Annual Water Use Report
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

ATTACHMENT "A"
(Used with Agriculture Lease Agreements)

Parcel No.:		Agreement No.:	
Lessee(s):			

Procedures for ADOT Water Rights Management Program

The State of Arizona, by and through its Arizona Department of Water Resources (ADWR) sets the policies and procedures for obtaining water used outside of the public water systems.

Right of Way Property Management Section, as the Administrator of the Irrigation Grandfathered Water Rights and Wells on ADOT-owned property has developed the following policies and procedures to assist the R/W Property Management Section and its Lessee's:

Information pertaining to the Grandfathered Water Rights for this property:

Note: The Property Management Section Lease Agent should select appropriate areas of this form for the individual property.

Annual Water Withdrawal and Use Form:

The "Annual Water Withdrawal and Use form", is provided by ADWR to be used in conjunction with the Water Users' District "Use Report". Even if no groundwater is used, the completed form must be postmarked or filed on-line no later than March 31, to ADWR. Lessee copy the completed form to the responsible R/W Property Management Section Agent.

Failure to file the report will cause ADWR to impose a fine of $_____ (*ADWR fees are subject to change and must be contacted*) for each month late, if a report was not received. ADOT will forward this fine to the Lessee and notify the Lessee that the lease may be terminated.

_____ _____
Lessee Initials of Agreement Date

Assessments by Irrigation Districts:

The yearly assessments on property with water rights are used by the Irrigation District and or ADWR for the operation and maintenance of canals, laterals (small ditches) and machinery such as pumping equipment, and broken pipes, etc.

The assessments are based on a per acre-foot rate which is established by each Irrigation District. The rates are not set and may vary per Irrigation District per year, depending on their needs. Lessee may be billed directly by the Irrigation District or through ADOT.

The first half assessments are due on October 1st and delinquent after November 3rd. The second half assessments are due by March 1st and delinquent after May 3rd. Lessee shall remit a copy of the payment to the R/W Property Management Section Agent.

_____ _____
Lessee Initials of Agreement Date

Water Delivery Fees:

Irrigation Districts may charge a Delivery Fee, which is the annual administrative cost of servicing an active irrigation account. The fees may vary from district to district however the fee is required before any

waters will be delivered. The fee is usually a flat fee for the delivery and an additional per acre foot fee for the administrative costs, e.g., new accounts, name changes, etc.

Wells:

ADOT-owned lands containing a Well are inspected and tested by the ADOT Environmental & Enhancement Group for possible contaminants before and after a property is leased. Should the Well be found contaminated after the expiration/termination of a lease agreement, Lessee may be held accountable as stated in the paragraph entitled "Environmental Waste Indemnification by Lessee", of the Lease Agreement.

Exempt Wells:

An exempt well is a well that has a maximum pump capacity of 35 gallons per minute and is used to withdraw groundwater on for non-irrigation purposes (domestic/potable), including watering less than two (2) acres of grass or garden.

Only one (1) exempt well is allowed to serve the same use at the same location. In other words, an individual cannot drill a second exempt well to serve the same purpose.

A person wishing to have an exempt well drilled must file a Notice of Intent with ADWR and receive approval before drilling. Exempt well owners are not required to measure groundwater pumpage, file annual water use reports, or pay withdrawal fees.

Non-Exempt Wells:

A non-exempt well has a pump capacity over 35 gallons per minute or irrigates more than two (2) acres. The Arizona Department of Water Resources (ADWR) requires an annual usage report for this well type.

The R/W Property Management Section will require a meter placed on this well and a report on the use every _____ (period of time), as directed by the Manager. The allotment for this well is _____ acre feet. To use more than this allotted amount, you will be required to contact the ADWR for a listing of Type 2 Rights for lease, or if available lease the ADOT-owned Type 2, per approval by Management.

It is important to note that ADWR assesses a value according to acre feet pumped on a non-exempt well. These assessments shall be paid by the Lessee at the time the Annual Water Withdrawal and Use form is submitted to ADWR.

If you find an undisclosed well on this property, please notify your Leasing Agent immediately.

_____ _____
Lessee Initials of Agreement Date

Maximum Annual Groundwater Allotment:

The **maximum annual groundwater allotment** is the maximum amount of water that may be used in any year to irrigate the irrigation acres associated with the Irrigation Grandfathered Right (IGR) pursuant to A.R.S. § 45-465.

Irrigation Grandfathered Water Right: _____
Irrigation Acres: _____
Maximum annual groundwater allotment: _____

_____ _____
Lessee Initials of Agreement Date

Should the maximum allotment allowed be exceeded, Lessee will be required to purchase replacement credits through ADWR according to A.R.S. § 45-467(O), which enables Irrigation Grandfathered Right holders within irrigation districts to reduce their flexibility account debits by purchasing and/or conveying flexibility account credits from other Irrigation Grandfathered Right holders within the same irrigation district.

a. The R/W Property Management Section Agent will advise Lessee to contact ADWR and correct the situation. **Lessee's lease agreement may be terminated if the situation is not corrected or occurs again**.

b. ADWR will have a list of right holders within the Lessee's irrigation district that have excess credits who may wish to sell or convey upon request.

c. Lessee will be responsible for the fines assessed by ADWR.

d. It is the Lessees obligation to show proof to ADOT when the credits have been replaced.

Direct Counter Cyclical Program:

The United States Department of Agriculture (USDA) Farm Service Agency (FSA) Direct Counter Cyclical Program subsidizes certain program crops that are associated with the land. In order to participate in this program, the Lessee (operator) is responsible for maintaining the land according to the USDA program regulations.

The farm bill requires the owners of the land to sign the Base and Yield Election form before the (Lessee) operator can benefit from the FSA program. However the program is set up for the operators only, and as owner, ADOT is not entitled to these benefits.

a. FSA has approved the following language that will allow the ADOT-Lessee to receive their earned benefits:

"This statement will allow the operator/tenant of the ADOT owned property to be put into combine or to be farmed separate for the length of the lease."

Attachment "A"
Updated 06/2014

To Return to This Section Exhibits ~ **Click Here**

ATTACHMENT "A" (For Type 2 Non-Irrigation Grandfathered Groundwater Right)

Parcel No.:		**Type II Right Number:**	
Lessee(s):		**Agreement No.:**	

Lessee shall provide the Well Number where the Type 2 will be applied before this lease will be signed unless the well will be drilled.

Well No: (Type II Non-Irrigation Grandfathered Groundwater Right used on)	55-

Procedures for ADOT Water Rights Management Program

The State of Arizona, by and through its Arizona Department of Water Resources (ADWR) sets the policies and procedures for obtaining water used outside of the public water systems.

Right of Way Property Management Section, as the Administrator of a Type 2 Non-irrigation Right, has developed the following policies and procedures to assist the R/W Property Management Section and its Lessee's:

The Type 2 Non-Irrigation Grandfathered Groundwater Right is an asset to ADOT, therefore authority for use or leasing is required in advance.

***Procedures to be followed by the Lessee of the Type 2 Non-Irrigation Grandfathered Groundwater Right*:**

Annual Water Withdrawal and Use Form(s):

ADWR will provide ADOT with the following required Packet of Forms including:

- Annual Water Withdrawal and Use Report/Groundwater Summary (WQ, WQARF Worksheet)
- Schedule A (Report of Pumping)
- Schedule D (Report of Water Deliveries to other water rights)
- Worksheet W-2 (used to report pipe flow with pumpage calculated using electrical energy records) meter readings for the period of use

Pursuant to the provisions of A.R.S. § 45-604 and A.A.C. R12-15-904, any person withdrawing groundwater from a permitted well in an Active Management Area is required to use a water-measuring device to provide or allow the computation of an annual volume of groundwater withdrawn.

All forms noted above are to be filled in using the computation methods provided by ADWR. All associated fees for the water use are to be sent directly to ADWR with a *copy* of all completed forms and payment sent to the appropriate R/W Property Management Section Agent to be placed in a file.

- The R/W Property Management Agent will notify the R/W Property Management Section's Water & Well Unit Agent of any misuse, or non-compliance.

Even if no groundwater is used, the completed form must be postmarked no later than March 31, and mailed to ADWR.

If ADWR does not receive the required forms by the due date, a *Notice of Violation* will be sent to ADOT imposing a fine for each month late. ADOT will forward this fine to the Lessee and notify the Lessee that the lease may be terminated.

_____ _____

Lessee Initials of Agreement Date

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.72 Request for Action Form

REQUEST FOR ACTION FORM

From: _____
Sent: Thursday, February 28, 2013 1:59 PM
To: _____
Subject: FW: Request for Action Form

THE WATER RIGHTS AND WELLS UNIT OF THE ADOT R/W PROPERTY MANAGEMENT SECTION NEEDS YOUR OPINION/DECISION FOR THE FUTURE USE OF THE WELL ASSOCIATED WITH THIS PROPERTY.

PLEASE - FOLLOW THESE INSTRUCTIONS FOR RESPONDING AND FORWARDING THIS FORM:

1. CLICK "FORWARD".
2. INPUT YOUR RESPONSE IN THE BOX WITH YOUR NAME ONLY.
3. TYPE IN THE NAME INDICATED IN THE BOX BELOW YOURS.
4. PRESS SEND.

PROVIDE ANY ADDITIONAL INFORMATION YOU MAY HAVE REGARDING THE WELL.

PLEASE RUSH

Project No:	303L MA 004 H713901R	Highway:	BOB STUMP MEMORIAL PARKWAY (SR 303L)
Section:	I-10 Traffic Interchange	ADOT Parcel No:	7-11000
Assessor No:	502-38-004R	Well No.:	55-608473

Township (N/S):	1N	Range (E/W):	2W	Section:	2
160 Acre:	SE	40 Acre:	SE	10 Acre:	SE

Latitude						*Longitude*					
Degrees	33°	Minutes	27	Seconds	51.88"N	Degrees	112°	Minutes	26	Seconds	37.12"W

Additional site information, e.g. address, location, etc.:	

NOTE: WHEN CHOOSING "OTHER" YOUR INPUT NEEDS TO BE SPECIFIC INCLUDING ESTIMATES OR INSTRUCTIONS FOR DRILLING A NEW WELL OR FOR SECURING A WELL. PLEASE REMEMBER THAT YOUR "OTHER" CHOICE IS AN INSTRUCTION TO ANOTHER OFFICE AND WILL REQUIRE UPPER MANAGEMENTS APPROVAL.

ED GREEN, ENVIRONMENTAL PLANNING GROUP

My recommendation for this well is: It can be used for construction, should be capped; can be leased; can be sold; should be abandoned; has been tested: Other?	*Provide Comments/Justification*:
ESTIMATE DESIRED COMPLETION DATE FOR ACTION	ESTIMATE COST FOR ACTION $

PETE ENO, R/W COORDINATOR

IF THE WELL DOES NOT AFFECT YOUR PROJECT, OTHER DEPARTMENTS AND THE CHIEF R/W AGENT WILL MAKE A DETERMINATION.

Does this well affect your project? Is it in the path of construction? Will it be used for construction? Other?	*Provide Comments/Justification*:
ESTIMATE DESIRED COMPLETION DATE FOR ACTION	

ERIC PROSNIER, ADOT PROJECT MANAGER

IF THE WELL DOES NOT AFFECT YOUR PROJECT, OTHER DEPARTMENTS AND THE CHIEF R/W AGENT WILL MAKE A DETERMINATION.

Does this well affect your project? Is it in the path of construction? Will it be used for construction? Other?	*Provide Comments/Justification*:
ESTIMATE DESIRED COMPLETION DATE FOR ACTION	

RAUL TORRES, R/W PROPERTY MANAGEMENT MANAGER

The well should be capped. Please secure the well (fenced, how?) The well enhances the Excess Land. Other?	*Provide Comments/Justification*:
ESTIMATE DESIRED COMPLETION DATE FOR ACTION	

PAULA GIBSON, CHIEF R/W AGENT

I agree the well should be abandoned. I agree the well should be capped. Other?	*Provide Comments/Justification*:
ESTIMATE DESIRED COMPLETION DATE FOR ACTION	

Request for Action Form
Updated 06/2014

SAMPLE

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.73 Information Required for Processing Notices of Intent (1 of 2 Pages)

Required information for Processing Notices of Intent
(for Drillers/Contractors for any actions with Wells)

Information required by the ADOT Property Management Sections, Water and Well Rights Unit When a ADOT Employee needs a well Drilled, Modified, Abandoned, Transferred, Capped, etc.

1. All Notices of Intent to Drill (NOI's), Deepen or Modify or Abandon and Well Registry Reports need be sent to:

   a. R/W Property Management Section Agent, 205 S. 17th Ave., Phoenix, AZ 85007.

2. Well Owner for ADOT should be listed as R/W Property Management Section, Water Rights & Well Unit Coordinator, in care of ADOT R/W Property Management Section.

3. Also please include the following information in writing to Contractor/Driller for all stated Notices and Reports:

   a. ADOT Project Name and full TRACS No.—e.g. 093 MO 101.8 H7388 S1D, Antelope Wash

   b. ADOT parcel number (e.g. 7-10749) or the Assessor Number, e.g. 501-04-006A, (or closest available to the R/W - please include an aerial if possible).

   c. Longitude and Latitude (DEGREES, MINUTES, SECONDS e.g. 3315' 9.345"-112 27' 27.456") of every well (including bore holes, inclinometer, piezometer's, irrigation, domestic, etc.) location

SAMPLE INFORMATION PROVIDED

d. Driller name, phone number and a contact name for the driller in case there is any question

e. The ADOT requestor (Project Manager/Coordinator Name, etc.), Phone Number, etc.

4. If you file electronically, you can email the R/W Property Management Section, Water Rights & Well Unit Coordinator the above information with a PDF copy of Notices of Intent to Drill and/or Abandon and Well Registry.

5. When any well is ready to be abandoned, the R/W Property Management Section, Water Rights & Well Unit Coordinator, will need to sign as owner on behalf of ADOT. (The Arizona Department of Water Resources (ADWR) will only accept original signatures (in Blue Ink); also include the information as stated above.

Required Information for Processing Notices of Intent
Updated 06/2014

SAMPLE INFORMATION PROVIDED

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Exhibit 17.74 Well Types & Definitions (1 of 2 Pages)

WELL TYPES AND DEFINITIONS

WELL TYPE:	DEFINITION
Groundwater	Generally, water below the earth's surface but commonly applied to water in fully saturated soils and geologic formations. Generally, water below the earth's surface but commonly applied to water in fully saturated soils and geologic formations.
Surface Water	"Waters of all sources, flowing in streams, canyons, ravines or other natural channels, or in definite underground channels, whether perennial or intermittent, floodwaters, wastewaters, or surplus water, and of lakes, ponds and springs on the surface." (Arizona Revised Statutes § 45-101)
Decreed/Appropriative	"Decreed or appropriative surface water" means surface water which is delivered or used pursuant to a decreed or appropriative water right, except any such water which is included in central Arizona project water.
Allotment	Assigned from historical use, amount per acre foot
Normal Flow	"Normal flow" means water delivered or used pursuant to a right to appropriate an unstored, natural flow of surface water.
Spillwater	Water, other than Colorado River water, released for beneficial use from storage, diversion or distribution facilities to avoid spilling that would otherwise occur due to uncontrolled surface water inflows that exceed facility capacity.
CAP	Central Arizona project water" means Colorado River water delivered through the facilities of the central Arizona project, and surface water from any other source conserved and developed by dams and reservoirs in the central Arizona project and lawfully delivered by the United States or a multi-county conservation district.
Effluent	Water that has been collected in a sanitary sewer for subsequent treatment in a facility that is regulated as a sewage system, disposal plant or wastewater treatment facility. Such water remains effluent until it acquires the characteristics of groundwater or surface water.
In-Lieu Groundwater	Water that is delivered to a groundwater savings facility in an AMA or INA and that is used at the facility by the recipient on a gallon for gallon substitute basis for groundwater that otherwise would have been pumped from within the AMA or INA.
Tailwater Estimate	Tailwater means water which, after having been applied to a farm for irrigation purposes, is subsequently used for the irrigation of a different farm.

EXPLORATION/SPECIALTY WELLS

FOLLOWING ARE THE TYPE OF WELL USED FOR EXPLORATION/SPECIALTY AND WILL BE DRILLED AND ABANDONED IN ONE CONTINUOUS OPERATION (1) DAY, THE DRILLER WILL NOT REMOVE THEIR EQUIPMENT FROM THE SITE UNTIL THE HOLE/WELL IS ABANDONED PER THE ADWR REGULATIONS.

Geotechnical	One (1) well number is assigned per Section, but project can have up to 100 holes/borings for this type of well.
Cathodic Protection:	A technique to prevent corrosion of a metal surface by making it the cathode of an electrochemical cell.
Heat Pump:	Heat pump that uses wells or heat exchangers to transfer heat from water to the inside of a building. Most such units use ground water.
Grounding	Means a grounding electrode installed in the earth by the use of drilling equipment to prevent buildup of voltages that may result in undue hazards to persons or equipment. Examples are anode and cathode protection wells.
Mineral Exploration	Any well drilled for the purpose of securing geological or geophysical information to be used in the exploration or development of oil, gas, geothermal, or other mineral resources.

Exhibit 17.74 Well Types & Definitions (2 of 2 Pages)

FOLLOWING ARE WELLS THAT MAY BE ACTIVE FOR ANY PERIOD OF TIME.

Piezometer:	A non-pumping well, generally of small diameter, for measuring the elevation of a water table.
Monitor:	(1) A well used to obtain water quality samples or measure groundwater levels.
	(2) A well drilled at a hazardous waste management facility or Superfund site to collect ground-water samples for the purpose of physical, chemical, or biological analysis to determine the amounts, types, and distribution of contaminants in the groundwater beneath the site.
Vadose Zone	The zone between land surface and the water table within which the moisture content is less than saturation (except in the capillary fringe) and pressure is less than atmospheric. Soil pore space also typically contains air or other gases. The capillary fringe is included in the vadose zone.
Air Sparging **OR**	Injecting air or oxygen into an aquifer to strip or flush volatile contaminants as air bubbles up through The ground water and is captured by a vapor extraction system.
Remediation well:	Means a well intended or used to withdraw groundwater or inject water, air (for air sparging), or other solutions into the subsurface for the purpose of remediating, cleaning up, or controlling potential or actual groundwater contamination.
Soil Vapor Extraction	Soil vapor extraction is an in situ remedial technology that reduces concentrations of volatile constituents in petroleum products adsorbed to soils in the unsaturated (vadose) zone. A vacuum is applied through wells near the source of contamination in the soil. Volatile constituents of the contaminant mass "evaporate" and the vapors are drawn toward extraction wells. Extracted vapor is then treated (commonly with carbon adsorption) before being released to the atmosphere.
Dewater:	(1) Remove or separate a portion of the water in a sludge or slurry to dry the sludge so it can be handled and disposed of.
	(2) Remove or drain the water from a tank or trench

ADWR Well Definitions
Updated 06/2014

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Exhibit 17.75 Assessor's Letter to Abate Taxes

Most Current and Approved Letterhead

Name
Company
Address
City, State, Zip

RE: *(Name of County here),* County Tax Notice

Project No:	_____	Parcel No.:	_____
Highway:	_____	Cause No.:	_____
Section:	_____	FOC No.:	_____

Dear:

Pursuant to A.R.S. § 42-18351 and A.R.S. § 42-18352, the State of Arizona requests abatement of any tax, and removal of any tax lien, on the parcel noted above.

This parcel was the subject of an eminent domain action filed by the State. *(Name of County here)* County was named as a Defendant in order to extinguish any outstanding tax liens related to the property.

Use only one of the two paragraphs

(1)

Title to the property was ultimately acquired by the State of Arizona through a Final Order of Condemnation. During the litigation, *(Name of County here)* County appeared and stipulated to entry of Judgment condemning the property on behalf of the State. (The Judgment reflects no outstanding taxes.) **OR** (The Judgment provides for payment of outstanding taxes. The state subsequently deposited sufficient funds with the Clerk of the Court.)

In light of the County's stipulation to entry of Judgment in an action to condemn the County's interest in the subject property and the subsequent Final order of Condemnation, the State requests abatement of any outstanding taxes still reflected in the Treasurer's records.

(2)

Title to the property was ultimately acquired by the State of Arizona through a Final Order of Condemnation. During the litigation, a Disclaimer of Interest was filed on behalf of *(Name of County here)* County.

In light of the Disclaimer filed on behalf of the County in an action filed to condemn the County's interest in the subject property, the subsequent Judgment and Final Order of Condemnation, the State requests abatement of any outstanding taxes still reflected in the Treasurer's records.

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PROPOSAL NO.: RW01-1

LEASE OF AREAS ABOVE AND BELOW HIGHWAYS

FOR PRIVATELY FINANCED WIRELESS COMMUNICATIONS SITES

WITHIN ADOT RIGHT-OF-WAY

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PUBLIC ADVERTISEMENT

FOR May 9, 2001 AND May 16, 2001
IN THE
TRIBUNE NEWSPAPERS

ARIZONA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PROPERTY MANAGEMENT SECTION

REQUEST FOR COMPETING PROPOSALS

FOR
LEASE OF AREAS ABOVE AND BELOW HIGHWAYS

FOR
PRIVATELY FINANCED WIRELESS COMMUNICATIONS SITES
WITHIN
ADOT RIGHT-OF-WAY
Proposal No. RW01-1
Multiple Cellular Sites

I-10&119th Ave, I-10 @ Ehrenberg Rest Area,
SR 51 & Glendale Avenue, SR 60 & Ellsworth Road,
SR 60 & Recker Road, SR 101 & Broadway Road,
SR 101 & W. Cactus Road

Proposals Due: May 24, 2001

Pursuant to A.R.S. §28-7048, the Arizona Department of Transportation (ADOT) is soliciting competitive bids for the lease of property in the Arizona highway system's right-of-way.

ADOT received unsolicited proposals from several wireless telecommunications providers for the lease of new sites and collocation opportunities within ADOT right-of-way. Please see Reference Section IV, E for location. To be considered under this RFP, a proposer must submit a proposal for the same or similar use to those defined in Section IV, E. Two copies of the proposal are required by the Department. These facilities may be used by multiple carriers under lease or license to the successful proposer without further competition. Competing proposals should address collocation and how the state is to be compensated.

As required in the above referenced statute, ADOT is accepting competing proposals, for a like use, for a period of fifteen days. Proposals will be received until 4:00 p.m. Arizona Time on May 24, 2001, at the ADOT Property Management Section, 205 South 17th Avenue, Room 370, Mail Drop #612E, Phoenix, Arizona 85007. NO PROPOSALS WILL BE ACCEPTED AFTER THE TIME SPECIFIED.

Request for Proposal packets for Proposal No. RW01-1 is available for pickup and may be obtained from the address reflected above or by contacting R/W Property Management Section, (602) 712-7587.

SAMPLE

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Proposal Guidelines
Guidelines for processing unsolicited proposals for the lease of highway rights-of-way

All *unsolicited proposals* for the lease of highway rights-of-way submitted to the Department are subject to the following guidelines:

All proposals must be in writing and must be submitted to the appropriate ADOT District Office or the R/W Property Management Section (See notes below for address). All proposals for wireless sites should be submitted to the R/W Property Management Section.

Unsolicited proposals delivered to a district office will be reviewed for project viability (in the context of appropriate/safe use of highway right-of-way) and forwarded to the R/W Property Management Section with comments and recommendations attached.

Unsolicited proposals received by the R/W Property Management Section; will be reviewed by the appropriate ADOT District Office for project viability, before a request for competing proposals may be issued. All Master Lease Agreements and Individual Lease Agreements for the use of highway rights-of-way must be approved by the Transportation Board.

A proposal must include:

a. The proposer's name, address, phone number, and contact person.

b. Each proposal must clearly define the intended use, duration of the proposed activity (including renewal options), and state the compensation to be paid to the Department. The proposal must include a total estimated value to be paid for the use of highway right-of-way over the life of the lease, as well as how and when payments will be received by the Department. Any benefit offered to the Department, in lieu of or in addition to monetary consideration, should be clearly defined and an estimated dollar value provided.

c. The proposal must include information about the proposer's background, financial capacity, and business capability to perform the stated use. *This applies only to Master Lease Agreements and Individual Lease Agreements*.

d. The proposal must include a timetable of events including when payment to the Department will begin.

e. Unsolicited proposals selected for further consideration, except those received from a government entity or a public service corporation, will be advertised for competing bids. The advertisement will solicit proposals for the same right-of-way and like use as that requested by the original proposer.

f. The proposal must also include a statement that the proposer was provided a copy of the Proposal Guidelines.

g. Conceptual plans must be submitted specifying location and provide a general concept sufficient for District personnel to evaluate the area required for the proposed use. Detailed plans will be required only if the proposal is selected for further consideration (see "e" above).

h. The proposer is responsible for obtaining all local governmental zoning and use permits at their expense. The proposer will provide the R/W Property Management Section with written copies of all permits required to construct their facility, including the encroachment permit issued by ADOT.

i. All proposals will be treated as confidential and evaluated after the competitive bid close date. The proposal(s) that provide the greatest benefit to the State may be selected or all proposals may be rejected.

ADOT may request additional information as necessary.

NOTES:

Estimated time frames for each ADOT activity appear below. Please note these are estimated time periods. The complexity of the proposal will dictate the actual timeframe required for any activity. Time frames are subject to change.

30 days: A preliminary written determination shall be delivered to the R/W Property Management Section by the District Engineer on the proposed project's viability in the context of the appropriate and safe use of highway right-of-way. This determination will be forwarded to the proposer and the R/W Property Management Section will become the primary point of contact for those selected for further consideration.

If a proposed use and terms are accepted, and all other requirements have been met, these are the estimated times for each part of the approval process:

15-45 days: Advertisement for competing bids.

30 days: Competitive proposal evaluation process.

30-90 days: Lease negotiations, presentation to the Transportation Board or its authorized representative, and the issuance of permits.

R/W Property Management Section Contact:
Attention: _____
205 South 17th Avenue, Mail Drop 612E
Phoenix, Arizona 85007
Phone: 602-712-____
Fax: 602-712-3070
E-mail: _____

Proposal Guidelines
Updated 06/2014

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MASTER LEASE AGREEMENT SUMMARY
FOR LIMITED ACCESS RIGHT OF WAY

LESSOR STATE OF ARIZONA by and through its ARIZONA DEPARTMENT OF TRANSPORTATION	
LESSEE:	
Master Lease Agreement No.:	**XM-**

1. Master Lease
2. Term
3. Rental Rate
4. Security Deposit
5. Use of Premises
6. Maintenance of Premises
7. Additional Leases
8. Lessor Use of the Facility
9. Cancellation Clause
10. Improvements to Premises
11. Performance
12. Zoning and Permits Required
13. Mechanics Liens
14. Untenantable Premises Due to Damage
15. Liability
16. Insurance
17. Compliance with Environmental Laws
18. Environmental Waste Indemnification by Lessee
19. Sale of Premises by Lessor
20. Assignment
21. Nondiscrimination Regulations
22. Default by Lessee; Lessor's Remedies
23. Return of Premises to Lessor
24. Addenda
25. Subsequent Legislation, Regulations, Procedures
26. A.R.S. Section §28-7048
27. Termination for Convenience
28. Termination by Lessee
29. Address of Lessor and Lessee

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION/RIGHT OF WAY GROUP
PROPERTY MANAGEMENT SECTION

MASTER LEASE AGREEMENT FOR LIMITED ACCESS RIGHT OF WAY

Master Lease Agreement No.:	**XM-**	Lessee:	
Highway:		GPS:	
Mile Post:		District:	
Parcel:		County:	
Assessor No.:		Initial Rental Payment:	**$**

The State of Arizona, by and through the Arizona Department of Transportation (ADOT), hereinafter referred to as LESSOR, subject to the terms and conditions set forth herein, does hereby lease to _____, hereinafter referred to as LESSEE, the Premises more particularly described herein. LESSEE desires to lease the Premises from LESSOR upon the following terms and conditions. This Master Lease is entered into by the parties pursuant to A.R.S. §28-7048.

1. Master Lease

LESSEE may lease several sites ("Sites") from LESSOR for the operation of its Facilities, as herein defined. The lease of each Site shall be pursuant to an Individual Site Agreement, which shall be attached to this Master Lease and incorporated herein. Each Individual Site Agreement shall be subject to and governed by the terms and conditions of this Master Lease, unless otherwise set forth in the Individual Site Agreement.

2. Term

The LESSOR hereby leases to LESSEE the Premises known and described fully in **Exhibit A** attached to the Individual Site Agreements ("Premises") TO HAVE AND TO HOLD the same, together with all improvements installed by LESSEE, for the initial period of five (5) years and for any applicable renewal period as set forth in each Individual Site Agreement. The term of this Master Lease shall commence _____, 20___, and terminate _____, 20___ unless sooner terminated as provided herein (the "Initial Term"). This Lease shall automatically renew every five (5) years upon the same terms and conditions of this Lease, unless otherwise agreed upon by both parties, for a total of twenty (20) years. Notwithstanding the expiration of this Lease, the terms and conditions of this Lease shall remain in full force and effect during the term of all Individual Site Agreements. Any change in terms and conditions from those stated in the Master Lease or the Individual Site Agreement shall be attached to and become a part of the original Lease ("Amendment").

3. Rental Rate

The initial rental rate shall be _____ **$**_____ per month, per Site, paid annually in advance, as hereinafter defined.

In accepting the Lease, the LESSEE agrees to timely pay all taxes and assessments of any kind, which may be levied against the Premises, LESSEE'S facilities, and equipment thereon. The initial payment of rent shall be due and payable commencing on the first day of the month following the issuance of ADOT permits. All subsequent payments

shall be due and payable annually, on that date, each successive year thereafter. The rent shall be paid by check or cashier's check payable to the Arizona Department of Transportation. The rent shall be subject to adjustment every five (5) years. The rent for each renewal period shall be increased by twenty **20%** of the amount of the annual rent payable during the preceding year. LESSOR agrees to notify LESSEE by certified mail sixty (60) days prior to the effective date of any adjustment in the rent. Upon termination of this Lease or the applicable Individual Site Agreement by LESSOR, LESSOR will refund, without interest, the unused portion of any pre-paid rent, if any remains owing after deducting appropriate fees and other costs. Prorated rents shall be calculated on a 360-day year basis. LESSEE shall be in default hereunder if rent is not paid within fifteen (15) days after such rent is due. LESSEE shall pay five **5%** percent per day of the current outstanding balance as a late charge for each day the rent, or a portion thereof, remains unpaid after the fifteen (15) day period.

4. Security Deposit

Upon execution of each Individual Site Agreement, LESSEE agrees to deposit with LESSOR the sum equal to one-twelfth (1/12) of the initial annual rental rate per Site, as a guarantee for faithful performance of the terms and conditions of this Lease and the applicable Individual Site Agreement. If at any time Lessee fails to keep and perform any or all of the terms, covenants and conditions of this Lease and the applicable Individual Site Agreement, including without limitation the payment of rent, and any other expenses, fees and costs, LESSOR may, at its sole option, appropriate and apply all or any portion of the security deposit applicable to the Individual Site Agreement to the payment of any such amounts. Upon termination of this Lease or the Individual Site Agreement and LESSEE'S vacating the applicable Premises, LESSOR shall return, without interest, any remaining portion of said deposit.

5. Use of Premises

The LESSEE has the right to use the Premises only for the construction, installation, operation, and maintenance therein of the facility described in **Exhibit B** (the "Facility"), and as shown in the Site Plan set forth on **Exhibit C** (the "Site Plan") both of which shall be attached to the Individual Site Agreements and are incorporated therein by this reference. The Site Plan shall be approved in advance by LESSOR, which approval shall not be unreasonably delayed or withheld. The LESSEE shall not use the Premises for any other purpose without the specific written prior permission of the LESSOR. Any other use of the Premises shall constitute a material breach and default of both the Individual Site Agreement and this Lease. LESSOR makes no representations as to the status of the Premises, including title, easement, or other restrictions, or its fitness for a particular use. LESSEE shall conduct all investigations necessary to determine if the Premises are fit for the intended use.

LESSEE shall have the right to provide or have provided to the Premises necessary public utility service (electric, gas, water, sewer and telephone service) and such necessary wires, cables, pipes, conduits, lines, ducts and such other equipment as either LESSEE or LESSOR may consider appropriate, the installation and use cost of which public utility services shall be borne by the party requiring same. While the LESSEE is applying for electric service from the local utility company for a Site, it may temporarily, for up to sixty (60) days, use ADOT electricity, where available, and pay to ADOT $300.00 per month, per Site, or an amount as modified in an Individual Site Agreement, for the electricity consumed. In the event the provision of such services to LESSEE requires use of a portion of the contiguous or adjacent right-of-way of the LESSOR other than the Premises, such use shall only be made upon prior written approval of the LESSOR, which shall not be unreasonably withheld or delayed. The

local ADOT District Engineer may approve or reject such use at his sole discretion. LESSOR shall cooperate with LESSEE, at no expense to LESSOR, in LESSEE'S efforts to obtain such public utility services as shown on the applicable Site Plan.

The Facility shall be operated in accordance with prevailing standards and criteria established by the applicable governing agencies and without creating or causing to be created, nuisances or hazards to the public health or safety or interfering with the rights or business activities of other tenants. LESSEE further agrees not to commit, or permit the commission of, any act or thing on the Premises, which is a violation of any local ordinance or of any law of the State of Arizona or the United States. LESSEE shall access the leased Premises from access points as directed or approved by the LESSOR'S District personnel or as shown on the approved Site Plan. Normally, LESSEE shall not be given access to the leased Premises from a highway or interfere with the operations of a highway facility without the express permission from LESSOR. LESSEE shall provide appropriate traffic control approved by LESSOR'S District personnel.

The LESSEE shall develop its Sites in a manner that will facilitate the improvement of wireless communications services and enhance the safety and efficiency of the State's transportation systems and facilities. The LESSOR and the LESSEE agree that the State will benefit from the introduction and enhancement of telecommunications services that may include, but are not limited to, the possible introduction of general mobile telephone service, 911 or 311 emergency telephone service, vehicle identification service, a surveillance and guidance system, personal communications services, standard paging services and the emergency paging services useful to firefighters and EMS personnel.

Notwithstanding anything herein, LESSEE makes no representation, warranty or covenant concerning the possible enhancement of safety or efficiency to the State's transportation systems and facilities that may arise out of the development and operation of the Sites.

LESSOR covenants that upon LESSEE'S paying rent and performing all of the covenants and conditions set forth in this Lease and the applicable Individual Site Agreement, LESSEE shall peaceably and quietly have hold and enjoy the Premises unless otherwise provided in this Lease.

6. <u>Maintenance of Premises</u>

LESSEE shall maintain the Premises and any access across LESSOR property in good repair and condition during the term of the Lease and the applicable Individual Site Agreement. LESSOR shall have the right to enter the Premises, except for LESSEE'S equipment shelters and cabinets, at reasonable times for the purpose of making necessary inspections, repairs and performing maintenance of LESSOR equipment, if any. LESSEE acknowledges LESSOR shall have no responsibility for LESSEE'S Facility in the event of an emergency or any other condition that may arise. The LESSEE shall provide detailed plans to LESSOR describing how the Facility will be maintained, including a proposed schedule for both routine and emergency maintenance.

LESSOR will not participate in any costs for maintenance of the Premises, unless otherwise stated in writing. In the event that LESSEE, its agents, representatives, employees or invitees, damages any property or facilities owned or maintained by LESSOR, LESSEE shall immediately pay for the costs of repairing or replacing the

damaged property or facilities. Should the Facility extend outside the Premises, and be damaged by another entity during excavation and/or maintenance of another **Facility LESSEE will be responsible for all costs of repair or replacement of its damaged property. Except under emergency conditions, LESSEE shall give at least forty-eight (48) hours notice of its intent to enter the right of way for installation or maintenance of the Facility. LESSEE shall complete all emergency repairs immediately.**

LESSEE shall maintain the Premises in a neat, clean and orderly condition at all times and shall not permit debris to accumulate at any time. LESSEE shall not commit, suffer, or permit any waste of said property or any acts to be committed in violation of any laws or ordinances. LESSEE shall provide adequate weed and dust control on the Premises. LESSEE shall close and lock all gates whenever entering or exiting the Premises.

7. Additional Leases

LESSOR reserves the right to lease any of the Premises subject to this Lease to other entities for installation of additional facilities. LESSEE shall make no claim against LESSOR for damages or for the prevention of such additional leases. Notwithstanding the foregoing, LESSOR shall not permit the installation of any future equipment, which results in radio frequency interference to LESSEE or with LESSEE'S access and operation of the then existing equipment of LESSEE'S Facility.

Additionally, LESSEE shall exercise reasonable effort to co-develop Facilities with qualified, compatible users, or allow collocation on their already constructed Facilities unless collocation will result in interference with the operations, communication systems, microwave antennas or other equipment of the LESSOR, other government agencies or the LESSEE. LESSEE'S standard collocation application process shall be used to determine feasibility and compatibility. The LESSEE may charge a fee for collocation, under written agreements, but not sublease. Copies of the agreements between the LESSEE and the third parties shall be provided to the LESSOR. Any collocation or co-development of Facilities by LESSEE shall be subject to prior approval by LESSOR. Any collocating entity must have its own lease with LESSOR. Notwithstanding the foregoing, LESSEE shall not collocate or co-develop a Site unless LESSOR has selected a third party for collocation pursuant to a competitive bid process. More than one compatible third party may be selected to occupy the Premises. All third party leases shall be subject to the same terms, conditions, and renewal periods as the original LESSEE. The Lease rental rate shall be determined through the bid process, but in no event shall be less than current Fair Market Value as of the date of collocation.

Notwithstanding anything herein, however, LESSEE shall obtain the prior written consent of LESSOR, and any ADOT permits that may be required, for modification or upgrades that change the size, function, or operation of the Facility, which approval shall not be unreasonably withheld or delayed. LESSEE shall additionally be responsible for obtaining any zoning or building department approvals or permits required of the local municipality that result from a material change to the site plan or elevations resulting from said modification at LESSEE's sole expense.

8. Lessor Use of the Facility

LESSEE agrees to allow the LESSOR to install equipment, for LESSOR'S use, on LESSEE'S Facility. It is acknowledged by both parties that the LESSOR shall not be required to pay to the LESSEE any rental, license or other fee in exchange for the right to occupy such a Facility. It is also acknowledged by both parties: 1) the LESSOR'S use must be compatible with and not create technical interference problems with the

LESSEE'S then existing use; 2) the LESSOR shall obtain LESSEE'S comments regarding equipment compatibility in writing prior to installation of any such equipment, which comments shall not be unreasonably withheld or delayed. LESSEE reserves the right to review the ADOT list of contractors pre-qualified to perform the equipment installation; and 3) all costs of all such installations, maintenance and removal will be the sole responsibility of the LESSOR.

The LESSOR may seek to provide the traveling public with wireless telephone access to traveler information lines. If the LESSOR does so, the LESSEE shall make reasonable efforts to provide the traveling public with wireless telephone access to information lines. The LESSEE shall create a cost-free access line identified as 911, 311, or a similar designation.

9. Cancellation Clause

This Lease and attendant Individual Site Agreements are subject to cancellation by the Governor pursuant to A.R.S. §38-511.

10. Improvements to Premises

Except as authorized by the Lease, no permanent structures or facilities of any kind shall be erected or moved upon or within the Premises by the LESSEE without the express written prior permission of the LESSOR. Any such structure/facilities erected or moved upon or within the Premises without the express written consent of the LESSOR may be immediately removed by LESSOR at the expense of LESSEE.

LESSOR, at its option, upon termination or expiration of the Lease or an Individual Site Agreement, may require removal of the improvements from the applicable Site. If removal of the improvements damages the Premises, LESSEE, at LESSEE'S expense shall replace or repair any such damage prior to the termination or expiration of this Lease or an Individual Site Agreement. At LESSOR'S option, if LESSEE does not require the removal of the improvements, the improvements, excluding the electronics and other technical equipment, shall become the property of LESSOR upon termination or expiration of this Lease.

11. Performance

LESSEE shall complete the construction of any improvements on a Site within six (6) months after obtaining all necessary permits and authorizations. If LESSEE fails to complete said construction within the six (6) month time period, LESSOR shall have the option of terminating the Lease or the applicable Individual Site Agreement or extending the time frame for construction. If the improvements are not timely completed, LESSEE shall be liable for any damages, which may arise due to such failure to timely complete the Facility.

12. Zoning and Permits Required

If required, LESSEE shall obtain proper zoning clearance and/or building permits from all governmental agencies having jurisdiction over the Premises and the intended use, including ADOT District approval, prior to the start of construction of any Facility. LESSEE shall diligently pursue the issuance of all required permits and approvals pursuant to this Lease.

LESSEE shall obtain all permits and authorizations within ninety (90) days after execution of an Individual Site Agreement unless otherwise agreed to in writing by LESSOR. ADOT District personnel must be notified prior to performing any Facility work on the Premises. LESSEE shall have maintenance plans approved by the LESSOR and

make them a part of this Lease, which approval shall not be unreasonably withheld or delayed. ADOT Permits will be issued for each job site upon application by LESSEE and approval by LESSOR'S District personnel. LESSEE shall, upon receipt of said zoning approval or permits provide copies to LESSOR evidencing receipt of said zoning or building department approvals.

The LESSEE shall provide construction plans and specifications for each Site or Site type to the LESSOR for approval, which approval shall not be unreasonably withheld or delayed. The LESSEE shall submit "as-built" plans for the Facility to ADOT within six (6) months of its completion.

ADOT may rely exclusively on the as-built plans to locate the Facility in conducting any excavation in the Premises for transportation purposes. The LESSOR and Federal Highways Administration specifically reserve the right to enter the Premises, except for LESSEE'S equipment shelters and cabinets, at any and all reasonable times for survey or preliminary engineering studies.

13. Mechanics Liens

LESSEE shall keep the Premises free from any liens arising from work performed, materials furnished or obligations incurred by LESSEE and shall indemnify, hold harmless and defend LESSOR from any liens and encumbrances arising from any work performed or materials furnished by or at the direction of LESSEE by any employee, representative, contractor, or agent of LESSEE. Upon completion of any construction activity, copies of signed lien waivers shall be supplied to LESSOR.

14. Untenantable Premises Due to Damage

In the event the Premises are partially or completely destroyed by flood, accident or acts of God, LESSOR shall have the option to allow repair or restoration, if reasonably practicable, of said Premises or terminate the applicable Individual Site Agreement by delivering written Notice of Immediate Termination to LESSEE. At LESSOR'S option, and at LESSEE'S sole expense, the LESSEE may relocate the Facility to a new location within close proximity to the original location, provided such relocation does not interfere with any existing or planned use on the Premises.

15. Liability

LESSEE shall indemnify, defend and hold harmless the State of Arizona, LESSOR, and their elected or appointed officials, agents, boards, commissions, employees and representatives (collectively "LESSOR") from all lawsuits, including without limitation attorneys' fees and costs of litigation, actions, loss, damage, expense, cost, claims or liability of any character or any nature (including without limitation punitive damages) arising out of or in connection with (i) any act or omission of the LESSEE, its agents, employees, representatives, invitees, successors and assigns (collectively "LESSEE"), and of any subcontractor of LESSEE, its agents and employees, in any way arising out of or resulting from any activity of LESSEE on the leased Premises which results directly or indirectly in the injury to or death of any person or persons or the damage of any property of any person, persons, or entity, or (ii) the failure of the LESSEE or those acting under LESSEE to conform to any statutes, ordinances, regulations, executive orders, laws or court decrees, or this Lease, or (iii) any mechanics', material man's liens and/or liens of a like nature, or any other liens or encumbrances. It is the intent of LESSEE and LESSOR that LESSOR shall, in all instances, except for loss or damage resulting from the sole active negligence of LESSOR, be indemnified by LESSEE against all liability, losses and damages of any nature whatever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any

person arising out of or in any way connected with LESSEE'S activity on the Premises, or this Lease. LESSEE shall give to LESSOR prompt notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect LESSOR, and LESSOR shall have the right to compromise and defend the same to the extent of its own interest. LESSOR shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of LESSOR'S selection without relieving LESSEE of any obligations hereunder. LESSEE'S obligations hereunder shall survive any termination of this Lease or LESSEE'S activities on the Premises.

16. Insurance

a. INDEMNIFICATION:

Lessee 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 Lessee or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Lessee's occupancy and use of the Leased Premises. 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 Lessee from and against any and all claims. It is agreed that Lessee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the Lessee is/are an agency, board, commission or university of the State of Arizona.

b. INSURANCE REQUIREMENTS:

Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Lease. Should the Lessee fail to maintain continuous liability insurance, this Agreement shall terminate.

The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. The State of Arizona in no way warrants that the minimum limits contained herein is sufficient to protect the Lessee from liabilities that might arise out of this Lease. Lessee is free to purchase such additional insurance as Lessee determines necessary.

1. MINIMUM SCOPE and LIMITS of INSURANCE: Lessee shall provide coverage with limits of liability not less than those stated below.

(a) Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Blanket Contractual Liability – Written and Oral	$1,000,000
Fire Damage (Any one fire)	$ 500,000

(1) The policy shall be endorsed to include the following 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 insured's with respect to liability arising out of the use and/or occupancy of the property subject to this Lease.

(2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

(b) Property Insurance – coverage on the building is only required if the lessee is the sole occupant/owner of the building.

Coverage on Lessee's Personal Property	Replacement Value
Coverage on building (if Lessee is sole occupant)	Replacement Value

(1) Property insurance shall be written on an "all risk, replacement cost coverage, including coverage for flood and earth movement.

(2) If property coverage on the building is required, "the State of Arizona (and the respective agency or university) shall be named as a loss payee".

(3) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Lessee.

This agreement is made upon the expressed condition that Lessor does not protect or insure against loss of personal property or improvements owned by Lessee and Lessee waives the right to claim damages form Lessor for any damage resulting to said property in the event that property is damaged or destroyed by fire or any other perils which is not a direct result of negligence by Lessor.

(c) Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

(1) The policy shall be endorsed to include the following 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 insured's with respect to liability arising out of the activities performed by or on behalf of the Lessee, involving automobiles owned, leased, hired or borrowed by the Lessee."

(2) Policy shall contain a waiver of subrogation against the State of

Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

(d) Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory Employers' Liability
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

(1) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the use and/or occupancy of the property subject.

2. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

(a) The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Lessee, even if those limits of liability are in excess of those required by this Lease.

(b) The Lessee's insurance coverage shall be primary insurance with respect to all other available sources.

(c) Coverage provided by the Lessee shall not be limited to the liability assumed under the indemnification provisions of this Lease.

3. NOTICE OF CANCELLATION: With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

4. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less that A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Lessee from potential insurer insolvency.

5. VERIFICATION OF COVERAGE: Lessee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. 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 lease term commences. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the

Agreement and must remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of the Agreement.

All certificates required by this Agreement shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona Department, lease agreement number and location description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

6. APPROVAL: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

7. EXCEPTIONS: In the event the Lessee is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Lessee is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Lessee or Lessee's Insurance Company shall furnish Lessor with a "Certificate of Insurance" for the above-mentioned amounts, upon execution of this agreement. This certificate should state ADOT'S Parcel Number _____ and Rental Agreement Number _____.

17. Compliance with Environmental Laws

LESSEE shall, at LESSEE'S own expense, comply with all present and hereinafter enacted Environmental Laws and any amendments thereto, affecting LESSEE'S operation on the Premises. LESSEE shall immediately notify LESSOR should it receive any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or LESSEE'S operation on the leased Premises. LESSOR shall immediately notify LESSEE should it receive any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or LESSEE'S operation on the leased Premises. Any environmental assessments, studies, or audits known by LESSOR, may be disclosed to third parties as a result of public disclosure laws, and will be disclosed to other state and federal agencies that are concerned with the enforcement of environmental laws and regulations.

a. "Environmental Laws" mean any one or all of the following as the same may be amended from time to time: The Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.0; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300 h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act 42 U.S.C. Section 7401 et seq.; the Arizona Environmental Quality Act, A.R.S. Section 49-201 et seq.; the Arizona Hazardous Waste Management Act, A.R.S. Section 49-921 et seq.; the Arizona Underground Storage Tank Regulation statute, A.R.S. Section 49-1001 et seq.;

and the regulations promulgated under each of the above laws and any other laws, regulations and ordinances (whether enacted by the local, state, or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including substrata land.

18. Environmental Waste Indemnification by Lessee

LESSEE shall indemnify and hold harmless LESSOR, its officials, employees, boards, commission, agents and representatives from and against any and all loss, damage, and expense (including, but not limited to, reasonable investigation, legal fees and costs) including but not limited to any claim or action for injury liability, or damage to persons or property, and any and all claims or actions brought by any person, firm, governmental body, or other entity, alleging or resulting from or arising from or in connection with contamination of or adverse effects on the environment, or violation of an Environmental Law or other statute, ordinance, rule, regulation, judgment, or order of any government or judicial entity, and from and against any damages, liabilities, costs, and penalties which arise or result from LESSEE'S use, activity, omission or operation on the Premises during the term of this Lease. LESSEE'S obligations and liabilities under this paragraph shall continue so long as LESSOR bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises. LESSEE'S failure to abide by the terms of this paragraph shall be subject to restraint by injunction. The term "LESSEE" shall include LESSEE'S agents, employees, representatives, invitees, successors and assigns.

19. Sale of Premises by Lessor

In the event LESSOR desires to sell the Premises, LESSEE will make no claim to prevent such sale. The sale shall be subject to the terms and conditions of the Lease, including the applicable Individual Site Agreements. Any transfer of ownership of, or rights in, the Premises by the LESSOR to any other governmental agency shall be subject to this Lease. LESSOR shall advise LESSEE in writing of any such sale.

20. Assignment

LESSEE may assign all of its rights, duties and obligations under this Lease and the applicable Individual Site Agreement associated with the Premises: (I) to any entity controlled by, controlling, or under common control with (LESSEE NAME), (ii) to any other entity now or in the future listed in the "(LESSEE NAME)" corporation directories, (iii) to any entity which acquires all or substantially all of LESSEE'S assets in the area of the Premises by reason of a merger, acquisition or other business reorganization, provided, for section (iii) only, that LESSEE obtains LESSOR'S consent, which consent shall not be unreasonably withheld or denied. In the event of any assignment of the Lease by LESSEE, LESSEE shall NOT be relieved of liability under any and all of its covenants and obligations contained in or derived from the Lease.

Additionally, LESSEE may, with the consent of LESSOR, mortgage or grant a security interest in this Lease (including the Individual Site Agreements) and LESSEE'S equipment, and may assign this Lease (including the Individual Site Agreements) and LESSEE'S equipment to any mortgagees, deed of trust beneficiaries, or holders of security interest, including their successors or assigns, (hereinafter collectively referred to as "Mortgagees" and individually as "Mortgagee"), provided such Mortgagees agree to be bound by the terms and provisions of this LEASE and provided that such mortgage or security interest is subordinate to the interests of LESSOR. Prior to consenting to any such mortgage or grant of a security interest, LESSOR shall have the opportunity to review all relevant documentation relating to the proposed transaction. Such review

shall be completed within sixty (60) days of LESSOR'S receipt of such documentation. During the course of its review, LESSOR shall have the right to request additional relevant documentation it reasonably believes is necessary to complete its review. In addition, LESSOR agrees that a Mortgagee shall have the same rights and obligations as LESSEE under this Lease to cure any default and, with the consent of LESSOR, to remove any property of LESSEE or Mortgagee located on the Premises.

21. Nondiscrimination Regulations

The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land:

a. That no person shall, on the grounds of race, color, creed, sex, religion, age, or national origin, be excluded from participation in, denied the benefits of, or be other wise subjected to discrimination in the use of said facilities;

b. That in connection with the construction of any improvements on, over or under such land, and the furnishings of any services thereon, no person on the grounds of race, color, creed, sex, age, or national origin shall be excluded from participation, denied the benefits of, or otherwise be subjected to discrimination.

c. LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of Civil Rights Act of 1964, and as said Regulation may be amended. In the event of breach of any of the above nondiscrimination covenants, LESSOR shall have the right to terminate this Lease and to reenter and repossess the Premises and remove LESSEE therefrom.

d. That the Lessee shall use the Premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, part 8 (15 C.F.R., Part B), and as said Regulations may be amended.

22. Default by Lessee; Lessor's Remedies

a. Default. Each of the following occurrences shall constitute an event of default hereunder ("Default"):

(1) LESSEE shall fail to pay any rent, additional charges or any sum within fifteen (15) days after same are due hereunder or under the applicable Individual Site Agreement, unless a different time period is otherwise specified herein or in the applicable Individual Site Agreement.

(2) The failure or refusal of LESSEE to observe or perform any of the non-monetary covenants, terms and conditions of this Lease and attendant Individual Site Agreements and such failure shall continue for a period of thirty (30) days after delivery by the LESSOR of written notice thereof, unless a different time period is otherwise specified herein, or approved by LESSOR, if LESSEE commences action to cure the Default within such thirty (30) day period and proceeds with due diligence to fully cure the Default.

(3) In the event collocated equipment and facilities of any entity with a valid lease of the premises with LESSOR are rendered inoperable based upon LESSOR's actions or inactions resulting in said collocated entity terminating its lease with LESSOR, LESSEE shall be deemed in Default.

b. Remedies. In addition to any other rights and remedies LESSOR may have or has by present or future law or hereunder, LESSOR shall have the following rights and remedies upon any default of LESSEE.

(1) LESSOR shall have the right, at its election, to re-enter the Premises or any part thereof, either with or without process of law, and to expel, remove and eject LESSEE and all persons occupying under LESSEE. No re-entry by LESSOR shall be deemed an acceptance of a surrender of this Lease, nor shall it absolve or discharge LESSEE from any liability under this Lease. Upon such re-entry, all rights of LESSEE to occupy or possess the Premises shall cease and terminate at LESSOR'S option.

(2) LESSOR shall have the right, at its election, with or without re-entry as provided in subparagraph 1 above, to give written notice to LESSEE stating that this Lease shall terminate on the date specified by such notice. Upon such termination, LESSEE shall quit and peacefully surrender to LESSOR the Premises. This notice need not be given prior to re-entry under subparagraph 1 above.

(3) No re-entry or termination shall relieve LESSEE of its liability and obligations under this Lease; and all such liability and obligations shall survive any re-entry or termination. In the event of any re-entry, whether or not the Premises, or any part thereof, shall have been re-let. LESSEE shall pay to LESSOR the entire rent and all other charges required to be paid by LESSEE up to the time of such re-entry of this Lease.

(4) With respect to Paragraph 22, subparagraph a (3), if LESSEE defaults, as described in said paragraph and subparagraph, resulting in collocated entity abandoning or terminating its occupancy and vacating its LEASE with LESSOR, LESSEE shall, be obligated to pay damages to LESSOR for lost income related to said collocator's lease.

23. Return of Premises to Lessor

Upon vacating the Premises, LESSEE agrees to leave the Premises in as good a condition or better than existed on the first day of occupancy, allowing for ordinary and normal usage, and to reimburse LESSOR for any damage done to said Premises caused by LESSEE'S occupation or tenancy, other than due to normal use. LESSEE acknowledges that this tenancy is temporary by reason of the fact that LESSOR has acquired the Premises for transportation purposes. LESSEE, at LESSEE'S expense, shall vacate the Premises within one-hundred eighty (180) days after receipt of a notice to vacate or sooner, if necessary in LESSOR'S discretion. Nothing herein shall be deemed a waiver of LESSOR'S right to demand and obtain possession of the Premises in accordance with the law in the event of a violation on the part of LESSEE of any of the terms or conditions hereof.

This Lease agreement shall not establish prior rights benefits for the LESSEE, or their assigns. Alterations to the Facility shall be at LESSEE'S sole expense. All Leases are subject to cancellation at will by the Department, after reasonable notice, to provide for

use of the area for highway purposes. Relocation costs shall be the sole responsibility of the LESSEE.

24. Addenda

Any changes or modifications of this Lease and any applicable Individual Site Agreement shall be made by a written addendum and signed by authorized officials. Any addenda to this Lease and any applicable Individual Site Agreement are by this reference made a part hereof as though fully set forth herein.

25. Subsequent Legislation, Regulations, Procedures

It is foreseeable that additional legislation pertaining to the leasing of right of way may be passed after the date of this Lease, or that LESSOR may adopt regulations or additional procedures pertaining to the leasing of right of way. Should any of these events, or any combination of them occur, all of the relevant statutory provisions, regulations, or procedures, including subsequent amendments thereto, will become part of this Lease. If any of these events or any combination of these events occurs, any language or terms now in this Lease inconsistent with the relevant new statues, regulations, or procedures will be void immediately upon their effective date.

26. A.R.S. Section §28-7048

LESSEE is aware of the statutory requirement of A.R.S. §28-7048 requiring policy to be adopted by the State Transportation Board. In order to comply with A.R.S. §28-7048, the Board passed policy, dated November 17, 1995, governing the Lease of Highway Rights-of-Way. LESSEE will not raise the lack of any procedures as a defense or objection to any demands of LESSOR under this Lease, or in any litigation involving any of the terms of this Lease. Should a formal Attorney General opinion, or a court decision invalidate this Lease for lack of sufficient procedures, or any other reason, the LESSEE will in one-hundred eighty (180) days vacate the leased Premises and restore it to an appropriate condition as described hereunder.

27. Termination for Convenience

LESSOR reserves the right to terminate this Lease whole or in part at anytime for the convenience of the State without penalty or recourse. The LESSOR shall give written notice by certified mail, return requested, to the LESSEE of the termination at least one-hundred eighty (180) days before the effective date of the termination. Upon receipt of the written notice, the LESSEE shall stop all work and immediately notify all applicable third parties to do the same.

28. Termination by Lessee

LESSEE may elect not to renew this Lease and any applicable Individual Site Agreement by providing written notice to LESSOR on or before sixty (60) days prior to the termination of the first five (5) year term of the Lease or any applicable Individual Site Agreement. Thereafter, LESSEE may terminate this Lease or any applicable Individual Site Agreement at anytime and for any reason by providing a minimum one-hundred eighty (180) day written notice to LESSOR. However, any obligation pertinent to the indemnification and environmental sections of this lease shall survive the termination, and LESSEE shall be obligated to pay the annual rent when due. Rent will be prorated up to and including the date ADOT inspects and accepts the condition of the vacated Site.

29. Address of Lessor and Lessee

Any notice required or permitted by the Lease may be delivered in person or sent by registered or certified mail, hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

TO LESSOR AT:	
Arizona Department of Transportation	
Right of Way Operations Section	
205 South 17th Avenue, Mail Drop 612E	
Phoenix, Arizona 85007	
Attention:	
(602) 712-7587	Monday-Friday 8am-5pm
(602) 712-	Fax

TO LESSEE AT:	
Name:	
Address	
City, State, Zip	

or elsewhere, as either party may from time to time designate by written notice to the other.

_____
LESSEE Name

BY: _____/_____
Representing LESSEE (Type Name Here) Date

ARIZONA DEPARTMENT OF TRANSPORTATION

ACCEPTED BY:

_____/_____
Chief Financial Officer Date

APPROVED BY:

_____/_____
State Engineer Date

APPROVED BY:

_____/_____
Transportation Board Chairman Date

To Return to This Section Exhibits ~ **Click Here**

INDIVIDUAL SITE AGREEMENT SUMMARY
FOR LIMITED ACCESS RIGHT OF WAY

LESSOR STATE OF ARIZONA by and through its ARIZONA DEPARTMENT OF TRANSPORTATION	
LESSEE:	
Individual Site Agreement No.:	**XM-**

1. Site Description
2. Term
3. Rental Rate
4. Security Deposit
5. Structures and Facilities
6. Lessee - Special And Additional Conditions
7. Special Limitations and Requirements
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ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION/RIGHT OF WAY GROUP
PROPERTY MANAGEMENT SECTION

INDIVIDUAL SITE AGREEMENT
In Accordance With The
MASTER LEASE AGREEMENT FOR LIMITED ACCESS RIGHT OF WAY

Individual Site Agreement No.:	**XM-**	Lessee:	
Highway:		GPS:	
Mile Post:		District:	
Parcel:		County:	
Assessor No.:		Rental Payment:	**$**
Location:			

The Arizona Department of Transportation, LESSOR, and _____, LESSEE, do hereby enter into this Individual Site Agreement pursuant to Master Lease No. XM_____, dated _____, and approved by the State Transportation Board on _____. LESSOR hereby leases to LESSEE the following Premises for a Facility to be installed and operated in accordance with the terms of this Individual Site Agreement and Master Lease No. _____. In the event of a conflict between this Individual Site Agreement ("ISA") and the existing Master Lease Agreement ("MLA"), this Individual Site Agreement shall control.

1. Site Description

See and by this reference made a part hereof Exhibit **A**: Premises, Exhibit **B**: Facility, Exhibit **C:** ADOT Approved Site Plan, and Exhibit **D**: The Master Lease Agreement attached hereto.

2. Term

In accordance with the Terms of the Master Lease and the following special and additional conditions apply to the Site described above.

The Initial Term of this Agreement shall begin based upon the mutual execution of this Agreement and terminate five (5) years thereafter. In the event the date of mutual execution of the Agreement falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). Lessee shall have the right to three (3) renewal periods of five (5) years each, which shall be automatic unless Lessee delivers written notice of its intent not to renew to Lessor prior to the end of the then-current term.

The initial payment of rent will be due and payable within thirty (30) days of the Commencement Date. All subsequent payments shall be due and payable annually on the Commencement Date. This Individual Site Agreement shall attach to and be made a part of the Master Lease.

3. Rental Rate

In accordance with the terms of the Master Lease, the Lessee shall make annual payments to the Arizona Department of Transportation in the amount set forth below:

$_____ per month payable annually ($annual amount) in advance! The rent shall be increased by 20% on the 5th anniversary of the Commencement Date and each five (5) year anniversary of the Commencement Date thereafter.

The initial payment of rent will be due and payable within thirty (30) days of the Commencement Date. All subsequent payments shall be due and payable annually on the Commencement Date. This Individual Site Agreement shall attach to and be made a part of the Master Lease.

4. Security Deposit

Pursuant to the terms of the Master Lease Agreement, provided with the first pro-rated annual rental payment, a sum equal to one month's rent shall be paid by Lessee as a security deposit. The sum required for this site is $_____. The Security Deposit shall additionally be due and payable on the date of the initial payment.

5. Structures and Facilities

The LESSEE may, pursuant to the terms and conditions set forth in the Master Lease, use the above referenced Site for installation and operation of the following Facility components:

A. The subject property of this Lease is approximately, but not greater than _____ by _____, as outlined in Exhibit A and Exhibit C.

B. Lessee plans to construct, maintain, repair and operate a communications facility, as depicted on Exhibit B and Exhibit C. It shall consist of a security fencing method acceptable to ADOT Permits Section. It is herein noted that Maricopa County has waived its right to zoning approval and shall only require building permits in this instance. ADOT Permits Section will determine at its discretion which, if any ADOT permits are required prior to construction.

6. Lessee - Special And Additional Conditions

The following special and additional conditions apply to the use, construction, maintenance and operation of the Site, structures and Facilities. Except as noted below, the Site, structures and Facilities shall be used, constructed, maintained and operated in a manner consistent with the terms and conditions of the Master Lease.

A. There are no special considerations other than those enumerated in this Individual Site Agreement.

7. Special Limitations and Requirements

The following special limitations and notice requirements apply to the LESSEE'S access to the Site. Except as noted below, they shall have access to the Site in the manner set forth in the Encroachment Permit to be issued by the ADOT District Permits Office.

A. There are no special limitations or requirements related to this Individual Site Agreement other than those enumerated herein.

8. Termination by Lessee

LESSEE may elect to terminate this Individual Site Agreement by providing written notice to LESSOR at least a minimum of one-hundred eighty (180) days prior to Termination.

9. Representatives

THE LESSEE SHALL SEND ALL NOTICES AND REQUESTS TO:	
Arizona Department of Transportation	
Right of Way Property Management Section	
205 South 17th Avenue, Mail Drop 612E	
Phoenix, Arizona 85007	
Attention:	
(602) 712-	, Cellular Leasing Agent
(602) 712-3070	Fax

ADOT SHALL SEND ALL NOTICES AND REQUESTS TO:	
Name:	
Address	
City, State, Zip	
	Telephone **(Number provided for convenience only. Contacting this number does not constitute legal notice)**
	Fax
	E-Mail

10. Parcel Leased "As Is"

Lessee makes use of the Parcel "as is" and Lessor makes no express or implied warranties as to the physical condition of the Parcel.

11. Mechanics' Liens

11.1 Payment; Indemnity:

Lessee shall be responsible for payment of all costs and charges for any work done by or for it on the Premises or in connection with Lessee's occupancy thereof, and Lessee shall keep the Premises free and clear of all mechanics' liens and other liens and encumbrances resulting from work done for Lessee or persons claiming under it; provided however, that Lessee may in good faith, and with reasonable diligence, contest or dispute any such lien claims in any appropriate forum so long as this Individual Site Agreement or the Leased Parcel are not actually in danger of levy or sale. Lessee expressly agrees to and shall indemnify and save Lessor harmless against liability, loss, damages, costs, attorney's fee and all other expenses on account of claims of lien or other encumbrances of laborers or material men or others for work performed or materials or supplies furnished to Lessee or persons claiming under it.

11.2 Notice:

Should any such claims of lien or other encumbrances be filed against the Leased Property, or any action affecting the title to the Leased property be commenced, the party receiving notice of such lien or action shall immediately give the other party written notice thereof.

12. Holding Over

Prohibition: There shall not be any holding over by Lessee or any assignee or sublessee, upon the expiration or cancellation of this Lease without Lessor's prior written consent.

13. Amendment to Master Lease Agreement

It is herein understood that the Lessor will be updating through Amendment its Master Lease Agreement during the first year of this Individual Site Agreement. Upon execution by both parties of the Amended Master Lease Agreement, the Master Lease and said Amendment shall thereby constitute the entire Master Lease Agreement until further amended; provided, in the event of a conflict between the Amendment Master Lease Agreement and this ISA, this ISA shall control.

14. Reservations

Lessor excepts and reserves from the Parcel all oil, gases, water, water rights, geothermal resources, coal, ores, limestone, minerals, fossils, artifacts, and fertilizers of every name and description that may be found in or upon the Parcel. Drilling of wells or mining activities are strictly prohibited without prior written permission from Lessor.

15. Insurance Requirements And Commercial General Liability - Occurrence Form

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 insured's with respect to liability arising out of the use and/or occupancy of the property subject to this Individual Site Agreement, 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 Lessee.

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 Lessor'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.

Note that the State of Arizona in no way warrants that the minimum limits contained herein is sufficient to protect the Lessee from liabilities that may arise out of this Lease.

All other Terms and Conditions of the Master Lease Agreement not amended herein shall remain in full force and effect.

Acceptance and Agreement:

_____
LESSEE Name

BY: _____/_____
Representing LESSEE (Type Name Here) Date

ARIZONA DEPARTMENT OF TRANSPORTATION

ACCEPTED BY:

_____/_____
State Engineer or Authorized Designee Date

To Return to This Section Exhibits ~ **Click Here**

Exhibit 17.81 Proposed Sites

PROPOSED SITES

Northeast Corner of I-10 and 119TH Avenue
The proposer desires to construct a new monopole and equipment shelter. Collocation may be possible on this site and therefore multiple bids may be accepted.

I-10 @ Ehrenberg Rest Area
The proposer desires to collocate on an existing AT&T monopole and construct an equipment shelter. Additional collocation may be possible on this site and therefore multiple bids may be accepted.

Northwest Corner SR 51 and Glendale Avenue
The proposer desires to collocate on an existing QWest monopole and construct an equipment shelter. Additional collocation may be possible on this site and therefore multiple bids may be accepted.

Northeast Corner SR 60 and Ellsworth Road
The proposer desires to collocate on an existing QWest monopole and construct an equipment shelter. Additional collocation may be possible on this site and therefore multiple bids may be accepted.

Northwest Corner SR 60 and Recker Road
The proposer desires to collocate on an existing Verizon monopole and construct an equipment shelter. Additional collocation may be possible on this site and therefore multiple bids may be accepted.

Southeast Corner SR 101 and Broadway Road
The proposer desires to collocate on an existing Sprint monopole and construct an equipment shelter. Additional collocation may be possible on this site and therefore multiple bids may be accepted.

Southeast Corner SR 101 and W. Cactus Road
The proposer desires to construct a new monopole and equipment shelter. Collocation may be possible on this site and therefore multiple bids may be accepted

Proposed Sites
Updated 06/2014

SAMPLE

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Exhibit 17.82 Site Location Map (Sample)

To Return to This Section Exhibits ~ **Click Here**