

December 3, 2008

MEMORANDUM
For Meeting of December 9, 2006

TO: Mayor and Councilmembers
THROUGH: Steve Worthington, City Manager
FROM: Kurt Reuter, Parks, Recreation & Community Services Director
SUBJECT: Resolution 1270 Authorizing Ground Lease of Agricultural Property

REPORT IN BRIEF: Request approval of Resolution 1270 authorizing the short-term ground lease of city owned agricultural property to Sterino Farms.

BACKGROUND: The City owns certain agricultural land consisting of:

- a) Parcel 0420181035 – Approximately 10 farmable acres of City-owned farmland west of 70th Avenue East and south of Valley Avenue (a/k/a the “Brookville Gardens Park Property”);
- b) Parcel 0420071018 – Approximately 4.5 farmable acres of City-owned farmland west of 70th Avenue East and south of 20th Street East (a/k/a the “Pump Station 12 Property”);
- c) Parcel 0420082001, 0420082002, 0420082004, 0420082005, 0420082019, 0420082036, 0420053005, 0420053006 – Approximately 40 farmable acres of City-owned farmland east of 70th Avenue East and north of 20th Street East (a/k/a the “Gathering Place Property”);
- d) Parcel 0420201117, 0420202071, 0420202072, 0420202073, 0420202074, 0420202075, 0420202700, 0420202701, 0420202702, 0420202703, 0420202704, 0420202705, – Approximately 35 farmable acres of City-owned farmland north of Levee Road, south of 48th Street East, east of 71st Avenue East and west of 78th Avenue East (a/k/a the “Levee Road Property”).

Until such time that the City determines other uses for these properties, they can best be utilized by leasing them for agricultural purposes and generating revenue. Mr. Sterino is a well known local farmer that has developed a good working relationship with the City. City staff has negotiated a short-term lease through the end of 2009, in which the lessee agrees to pay \$300 per acre farmed. The agreement authorizes the City Manager to negotiate and approve a 12 month or 24 month extension to this lease. The lease also guarantees the City’s right to enter the property for city purposes as long as the crops are not disturbed.

ATTACHMENTS: Proposed Agricultural Ground Lease, Resolution 1270

DISCUSSION: None

FISCAL IMPACT: The lessee intends to farm 85 acres, which would result in lease payments to the City totaling \$25,500 for the initial lease term.

ALTERNATIVE COURSES OF ACTION:

1. Approve Resolution 1270, as written.
2. Amend Resolution 1270, and then approve the amended resolution.
3. Decline to approve Resolution 1270.

SUGGESTED MOTION: Motion to approve Resolution 1270, to authorize the City Manager to enter in to an Agricultural Ground Lease with Jake Sterino Inc.



Kurt Reuter
Parks, Recreation, & Community
Services Director



Approved for Agenda:
Steve Worthington, City Manager

AGRICULTURAL GROUND LEASE

1. Date and Parties. This Agricultural Ground Lease is dated for reference purposes the 1st day of January, 2009, and is entered into by and between Jake Sterino Inc., ("Lessee") and the City of Fife, a Washington municipal corporation ("Lessor").

2. Leased Property. The Lessor hereby leases to the Lessee, subject to the terms and conditions set forth herein, certain agricultural land, all in Fife, Pierce County, Washington. (collectively the "Leased Property"), consisting of:
 - a) Parcel 0420181035 – Approximately ten (10) farmable acres of City-owned farmland west of 70th Avenue East and south of Valley Avenue (a/k/a the "Brookville Gardens Park Property", Exhibit A);
 - b) Parcel 0420082001, 0420082002, 0420082004, 0420082005, 0420082019, 0420082036, 0420053005, 0420053006 – Approximately forty (40) farmable acres of City-owned farmland east of 70th Avenue East and north of 20th Street East (a/k/a the "Gathering Place Property", Exhibit B);
 - c) Parcel 0420201117, 0420202071, 0420202072, 0420202073, 0420202074, 0420202075, 0420202700, 0420202701, 0420202702, 0420202703, 0420202704, 0420202705, – Approximately thirty five (35) farmable acres of City-owned farmland north of Levee Road, south of 48th Street East, east of 71st Avenue East and west of 78th Avenue East (a/k/a the Levee Road Property, Exhibit C).

The Leased Properties consist of the suitable farmland only and does not include any of the houses, structures or outbuildings located on the various properties. The lease is subject to the Lessor's right to enter onto the Leased Property for park planning and other municipal purposes so long as the crops are not disturbed.

3. Lease Term. The term of this Lease is twelve (12) months, commencing on the 1st day of January 2009, and ending on the 31st day of December 2009. At the end of the term, the parties may negotiate a renewal for a 12-month period through December 2010 subject to review and approval by the Fife City Manager, which approval can be withheld in the City Manager's sole discretion.

4. Rent. The rent to be paid for the term of the Lease shall be \$300 per farmable acre per year, for the term of this Lease. The total number farmable acres is agreed to be eighty five (85). The annual rental of twenty five thousand five hundred and no/100 dollars (\$25,500.00) is payable in one (1) installment, due on the first business day of November. Payment is to be made and delivered to City of Fife, 5411 23rd Street East, Fife, Washington, 98424.

5. Taxes. The Lessee shall be responsible to pay any leasehold taxes related to the Leased Property on a monthly basis in addition to the rent. Leasehold taxes are currently charged at the rate of 12.84% of the rent paid. The Lessee shall also be responsible for payment of Storm Utility fees in accordance with the appropriate designation associated with this property. The Lessee shall then have the Storm Utility fees credited back against the amount of rent owed to the City.

6. Use of the Leased Property. Lessee shall have the right to occupy and use the Leased Property throughout the entire term of the lease for agricultural purposes only, and no other purpose without Lessor's prior written consent. Lessee shall have no right to use or possession of any house, structure or outbuilding on the property. Lessee shall not use, or permit the property to be used for any purpose in violation of any municipal, county, state or federal law, ordinance or regulation, or for any purpose offensive to the community of which the property is a part. Lessee shall promptly comply, at its sole expense, with all laws, ordinances and regulations now in force or hereafter adopted.

Lessee shall at all times exercise good farming practices in compliance with industry standards. Portable toilets and waste receptacles shall be provided to workers by the Lessee in compliance with all applicable health regulations. Lessee shall not dispose on the site, any offsite produce. Lessee shall not park or store on the property any vehicles or equipment not used in the onsite farming operation; except that irrigation equipment may be kept and stored in an orderly fashion and out of the way, at Lessee's sole risk.

7. Weed Control. Lessee shall perform discing and weed control on all of the Leased Property at least twice during the lease term, regardless of whether or not they are actually farmed. In addition, and as additional consideration for this Lease, Lessee at Lessee's sole cost and expense, shall perform discing and weed control on the following property at least twice during the lease term:

Parcel 0420071018 – Approximately 4.5 farmable acres of City-owned farmland west of 70th Avenue East and south of 20th Street East (a/k/a the "Pump Station 12 Property", Exhibit D);

8. Condition of Property. Lessee is familiar with the Leased Property and agrees to lease the property in its present condition "**AS IS**" without warranty of any kind from the Lessor. Arsenic has been detected in the northeast section of the Gathering Place Property, outside of the suitable farmland. Lessee acknowledges receipt of the preliminary test results. Lessor shall not be required to furnish Lessee or any other occupant of the property with any facilities, equipment, materials, buildings, potable water, or services of any kind. Lessee shall not use any hazardous or illegal chemicals or sprays on the property. Legally permitted pesticides, fertilizers, or other chemicals shall be applied only in accordance with manufacturers' recommendations. Lessee shall indemnify and hold Lessor harmless from any environmental contamination to the property caused or allowed by Lessee.

9. Payment of Utilities. Lessee shall pay all charges for the furnishing of water, electricity and other utilities to the Leased Property. The Lessor shall provide the Lessee with a copy of the electrical utility billing statement and the Lessee shall remit payment to the City for the invoiced amount within 15 days. The electrical utility bill shall be prorated for any charges for electrical service outside of the lease term.

10. Water Rights and Irrigation. Lessee shall have the right to use the Lessor's water (irrigation) rights for the Leased Property and shall abide by all applicable regulations regarding

the use of such rights. Lessee may use the existing irrigation pumps and pump houses. Acquisition and maintenance of all irrigation equipment are the responsibility of the Lessee.

11. Reservation of Lessor's Rights. Lessor intends to develop the Leased Property for park or other municipal purposes. Lessor, its agents, employees, and assigns may enter the Lease premises at reasonable times for the purpose of planning the future park development or other municipal purposes. However, Lessor shall not interfere with the Lessee's regular farm operations. Lessor reserves the right to modify the Lease at any time to remove from the Lease any portion of the property, if such portion is required for park development or other municipal purposes. Such modification shall be effective upon 60 days written notice to Lessee. Upon such modification, the rental amount shall be reduced prorata, based on the per acre rate set forth in paragraph 4. All other provisions of the Lease shall remain in full force and effect. If crops were planted before the notice was received and will not be harvestable before the effective date of the termination or modification, the City shall pay the lost profits from the crop or extend the period to allow for harvest, at the City's discretion.

12. Redelivery of Leased Property. Lessee shall pay the rent and all other sums required to be paid by Lessee hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all the terms and conditions hereof on its part to be kept and performed and, at the expiration or sooner termination of this Lease, peaceably and quietly quit and surrender to Lessor the Leased Property in good order and condition, subject to the other provisions of this Lease. In the event of the nonperformance by Lessee of any of the covenants of Lessee undertaken herein, this Lease may be terminated as herein provided. Upon the termination of this Lease, Lessee shall execute such deeds or other instruments as may be required to convey any interest which it may have in the Leased Property.

13. Abandonment of Leased Property. Lessee shall not vacate or abandon the Leased Property at any time during the term hereof. If the Lessee shall abandon, vacate or surrender the Leased Property, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the Leased Property shall also be deemed to be abandoned at the option of the Lessor.

14. Insurance. The Lessee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Lessee's operation and use of the Leased Premises.

A. Minimum Scope of Insurance

Lessee shall obtain insurance of the types described below:

- 1. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.

LESSOR

LESSEE

2. Property insurance shall be written on an all risk basis.

B. Minimum Amounts of Insurance

Lessee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

1. The Lessee's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it.
2. The Lessee's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

E. Verification of Coverage

Lessee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Lessee.

F. Waiver of Subrogation

Lessee and Landlord hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

15. Maintenance of Improvements. Lessee shall, throughout the term of this Lease, at its own cost, and without any expense to Lessor, keep and maintain the Leased Property in good, sanitary and neat order, condition and repair, and, except as specifically provided herein. Lessor shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description, whatsoever, to the Leased Property or any improvements thereon. Lessee shall also comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Leased Property, the improvements thereon or any activity or condition on or in such Leased Property. Lessee agrees to be responsible for cleanup of any contamination made by same. Lessor shall have no obligation to repair the property or any part thereof. Lessee shall allow no nuisance to exist on the property and shall not permit any waste to be committed thereon. Upon termination of this lease, or termination of partial use, Lessee shall surrender the property in as good an order as when received. If Lessee fails to maintain the property as provided above, Lessor may, at its option, cause the same to be put in the condition in which it was at the commencement of the lease and in such event, Lessee shall promptly pay the costs thereof. Lessor shall have the right to enter the property to take such actions and to ascertain that the conditions of the lease are upheld.

16. Damage to and Destruction of Improvements. The damage, destruction or partial destruction of any improvement which is a part of the Leased Property, shall not release or diminish Lessee's obligations hereunder, except as hereinafter expressly provided, and in case of damage to or destruction of any such improvement by Lessee, its employees or agents, Lessee shall, at its own expense, promptly repair and restore the same to a condition as good or better than that which existed prior to such damage or destruction. Without limiting such obligations of Lessee, it is agreed that the proceeds of any insurance covering such damage or destruction shall be made available to Lessee for such repair or replacement.

17. Mitigation of Off-Site Impacts.

a) Dust Control. Lessee shall use best industry practices to minimize dust, and will use its best efforts to insure that dust from its agricultural operations does not leave the Leased Property. Lessee shall timely respond to complaints regarding migratory dust.

b) Vehicles and Equipment. Vehicles and equipment shall be reasonably cleaned by Lessee prior to leaving the Leased Property so that dirt is not tracked onto city streets.

c) Irrigation. Lessee shall not allow water from irrigation to contact any building on the Leased Premises either via surface or air. All water from irrigation shall be contained on the Leased Premises. Lessee shall not allow water from irrigation to flow off site either on the surface or via air.

18. Lessee's Duty to Keep Leased Property Free of Liens. Lessee shall keep all of the Leased Property free and clear of any and all mechanic's, materials and other liens for or arising out of or in connection with work or construction, by, for or permitted by Lessee on or about the Leased Property, or any obligations of any kind incurred by Lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify Lessor and all of the Leased Property against all such liens and claims or liens and suits or other proceedings pertaining thereto. Lessee shall be the sole tenant of the property and subleases will not be allowed.

15. Maintenance of Improvements. Lessee shall, throughout the term of this Lease, at its own cost, and without any expense to Lessor, keep and maintain the Leased Property in good, sanitary and neat order, condition and repair, and, except as specifically provided herein. Lessor shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description, whatsoever, to the Leased Property or any improvements thereon. Lessee shall also comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Leased Property, the improvements thereon or any activity or condition on or in such Leased Property. Lessee agrees to be responsible for cleanup of any contamination made by same. Lessor shall have no obligation to repair the property or any part thereof. Lessee shall allow no nuisance to exist on the property and shall not permit any waste to be committed thereon. Upon termination of this lease, or termination of partial use, Lessee shall surrender the property in as good an order as when received. If Lessee fails to maintain the property as provided above, Lessor may, at its option, cause the same to be put in the condition in which it was at the commencement of the lease and in such event, Lessee shall promptly pay the costs thereof. Lessor shall have the right to enter the property to take such actions and to ascertain that the conditions of the lease are upheld.

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19. Indemnification of Lessor. Lessor shall not be liable for any loss, injury, death or damage to persons or property, which at any time may be suffered or sustained by Lessee, or by any person whomsoever, who may at any time be using or occupying or visiting the Leased Property or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, visitor or user of any portion of the Leased Property, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify Lessor against all claims, liability, loss or damage, whatsoever, on account of any such loss, injury, death or damage. Lessee hereby waives all claims against Lessor for damages that are now on the Leased Property and to the property of Lessee in, on, or about the Leased Property, or for injuries to persons or property in or about the Leased Property, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of Lessor, its agents or employees. If it becomes necessary for the Lessor to defend any action seeking to impose any such liability, the Lessee shall pay the Lessor all costs of court and attorneys' fees incurred by the Lessor in effecting such defense in addition to any other sums which the Lessor may be called upon to pay by reason of the entry of a judgment against the Lessor in the litigation in which such claim is asserted. This indemnity and hold harmless shall also include any damages relating to the use of toxic and/or hazardous chemicals on the Leased Property by Lessee, including clean up and disposal costs.

20. Default. If Lessee fails to perform any covenant or agreement in this lease, and such default is not cured within (30) thirty days of Lessor's delivery of written notice to lessee, or in the event of a default other than the payment of money which cannot reasonably be cured within the said thirty day period, if Lessee does not act diligently to cure the default within a reasonable time, Lessor may terminate this lease and re-enter and take possession of the property. Lessor may, but shall not be obligated to, cure any default by the Lessee hereunder, and notify Lessee of the amounts expended. Lessee shall immediately pay such additional amounts to Lessor upon receipt of such notification. All payments by Lessee to Lessor under this agreement shall bear interest at the rate of twelve percent (12%) per annum from the date of default until paid. In addition to the foregoing remedies, Lessor shall be entitled to exercise all other remedies available at law. Lessor's remedies under this lease are cumulative, and Lessor's exercise of any such remedy shall not be deemed a waiver of any other remedy which may be available.

21. Miscellaneous.

a) This lease constitutes the entire agreement of the parties, and is subject to modification or amendment only upon written agreement signed by both parties. The parties are independent and acting solely for their own accounts, nothing in this lease shall cause them to be construed as partners, joint ventures, or as having any other relationship under which either party would be deemed the agent of the other.

b) Upon request, each party agrees it will promptly execute a written instrument certifying any facts relating to the current status of this lease.

c) This lease shall inure to the benefit of and be binding upon the heirs, administrators, executors, devisees, successors, grantees, and assigns of the parties.

d) The validity, performance and enforcement of this lease shall be governed by the laws of the state of Washington.

e) If any term or provision of this lease shall to any extent be invalid or unenforceable, the remaining terms and provisions of this lease shall be valid and enforceable to the fullest extent permitted by the law.

f) Lessee shall not assign, sublet, or transfer this lease, or any interest therein, without the prior written consent of Lessor which may be withheld in Lessor's sole discretion. A consent to an assignment, sublease, or transfer shall not be deemed to be a consent to any subsequent assignment, sublease, or transfer.

g) In the event of any claim or dispute arising out of this lease, the party that substantially prevails shall be entitled to payment of a reasonable sum as enforcement expenses, including attorneys' fees, from the other party. The amount of attorney fees, costs, and related expenses the prevailing party actually incurred shall be presumed to be reasonable. This subparagraph shall apply to expenses incurred with or without suit, and in any judicial, arbitration, or administrative proceeding, including all appeals there from.

22. Notices.

a) All notices, demands or other writings in this Lease provided to be given or made or sent, shall be deemed to have been fully given or made or sent, when made in writing and deposited in the United States Mail, certified and postage prepaid, mailed in Pierce County, Washington, and addressed as follows:

TO LESSOR: City Manager
City of Fife
5411 – 23rd Street E.
Fife, WA 98424

TO LESSEE: Jake Sterino, Inc.
Jake Sterino (253-770-0409)
6116 52nd Street East
Puyallup, WA 98371

b) The address to which any notice, demand or other writing may be given or made or sent, as above provided, may be changed by written notice given by such party to the other party as above provided.

LESSOR:

City of Fife

By: _____
Steve Worthington

Its: City Manager
ATTEST:

Steve Marcotte, City Clerk/Treasurer

APPROVED AS TO FORM:

Loren D. Combs, City Attorney

LESSEE:

Jake Sterino, Inc.

By: _____
Jake Sterino

Its: President

RESOLUTION NO. 1270

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGRICULTURAL GROUND LEASE OF CERTAIN AGRICULTURAL LAND ON TAX PARCEL NUMBERS 0420181035, 0420071018, 0420082001, 0420082002, 0420082004, 0420082005, 0420082019, 0420082036, 0420053005, 0420053006, 0420201117, 0420202071, 0420202072, 0420202073, 0420202074, 0420202075, 0420202700, 0420202701, 0420202702, 0420202703, 0420202704, 0420202705,

WHEREAS, the City owns certain agricultural land consisting of approximately ninety acres on tax parcels 0420181035, 0420071018, 0420082001, 0420082002, 0420082004, 0420082005, 0420082019, 0420082036, 0420053005, 0420053006, 0420201117, 0420202071, 0420202072, 0420202073, 0420202074, 0420202075, 0420202700, 0420202701, 0420202702, 0420202703, 0420202704, 0420202705, (collectively the "Property") which the City intends to develop for park or other City purposes; and

WHEREAS, until the City begins developing the Property it is not needed for City purposes, and can best be utilized by leasing it for agricultural purposes and generating revenue for the City; and

WHEREAS, the Council finds that the Agricultural Ground Lease attached hereto as Exhibit A is in the best interest of the City and represents the true and fair market value of the leased premises; NOW, THEREFORE,

BE IT RESOLVED that the Fife City Council hereby authorizes the City Manager to execute the Agricultural Ground Lease with Jake Sterino Inc., which is attached hereto as Exhibit A, and by reference, incorporated herein.

ADOPTED by the City Council at an open public meeting held on the _____ day of December, 2008.

Barry Johnson, Mayor

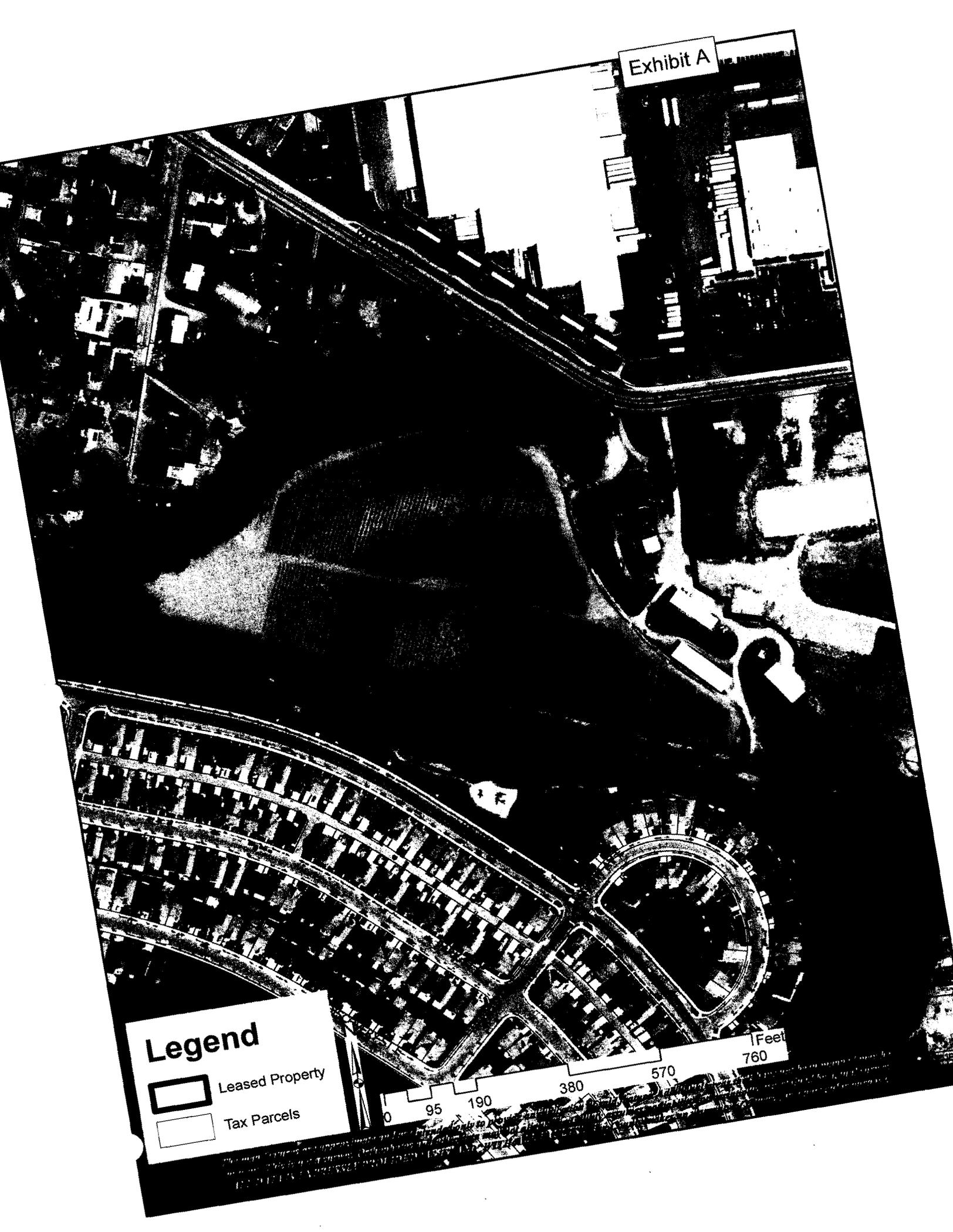
Attest:

Steve Marcotte, City Clerk

Exhibit A

Legend

-  Leased Property
-  Tax Parcels



99

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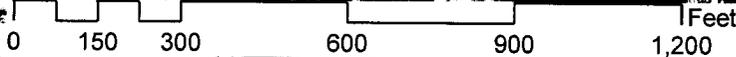
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Gathering Place Property

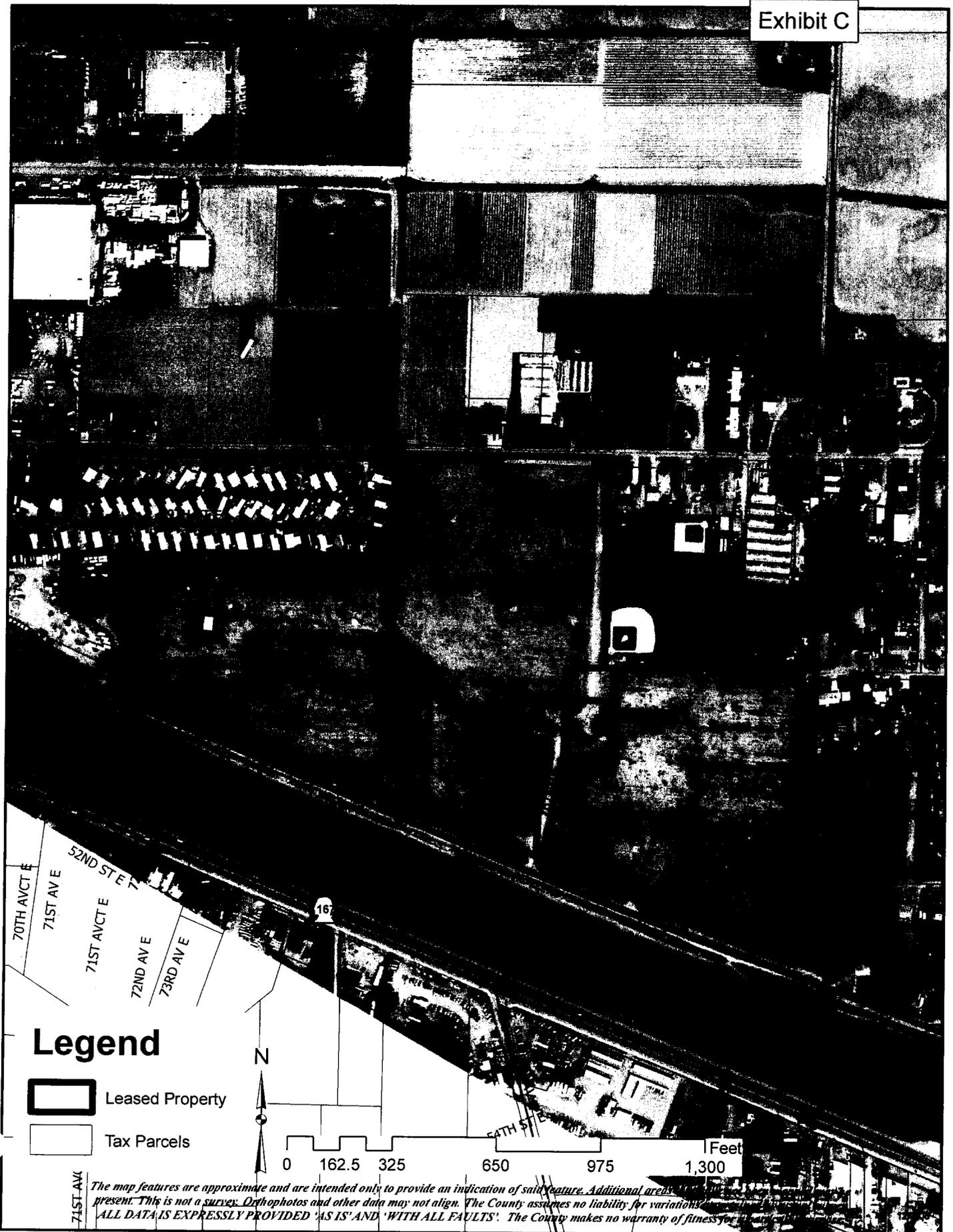
Legend

-  Leased Property
-  Exclusions
-  Tax Parcels

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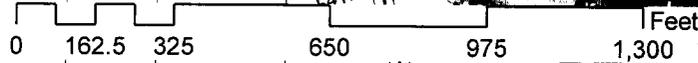
The map features are approximate and are intended only to provide an indication of general location. Additional details that have not been mapped may be present. This is not a survey. Orthophotos and other data may be used. The County assumes no liability for any inaccuracies or omissions. ALL DATA IS EXPRESSLY PROVIDED AS IS AND WITHOUT WARRANTY. The County makes no warranty of course for any particular purpose.



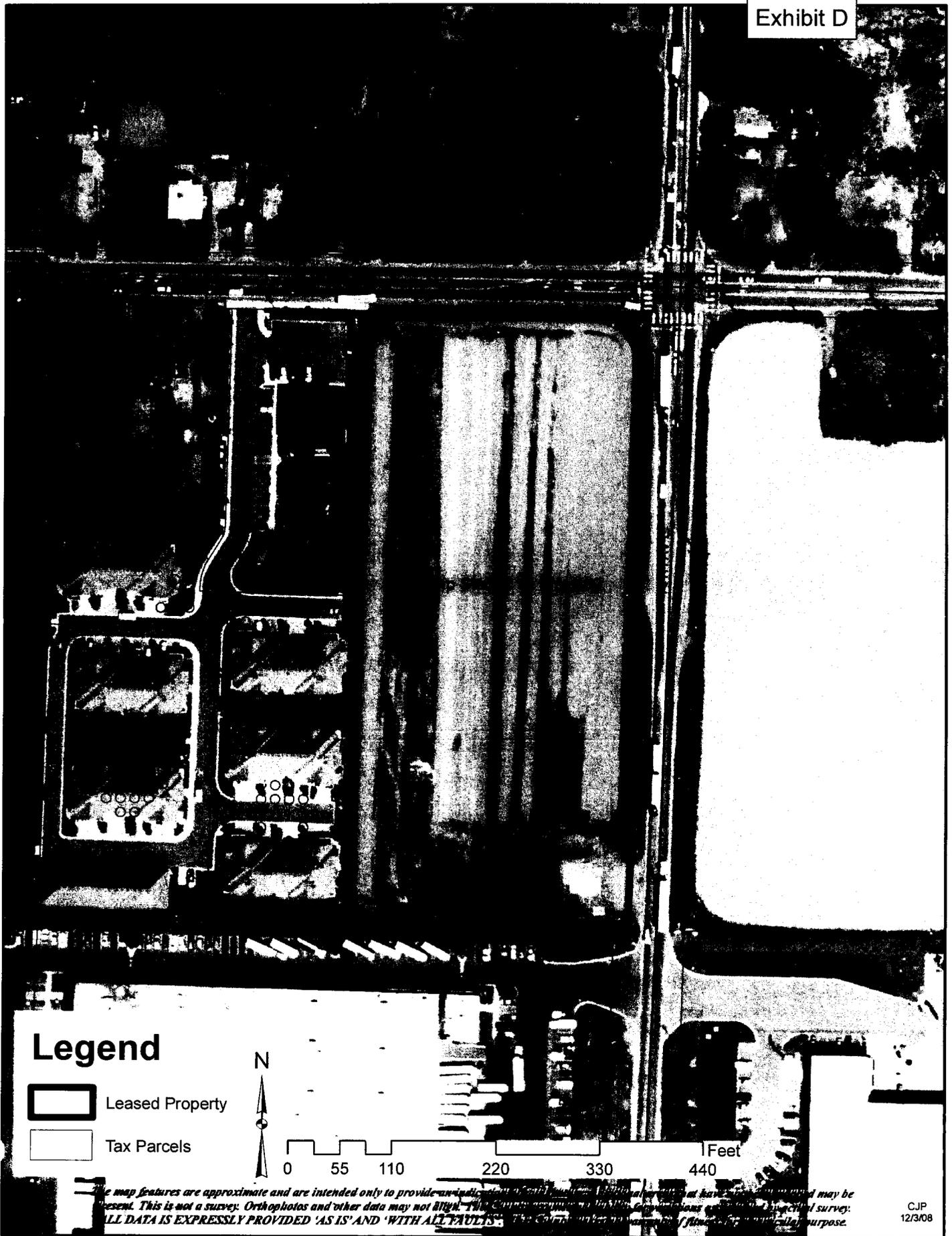
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-  Leased Property
-  Tax Parcels

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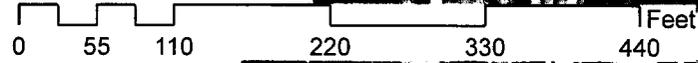


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Legend

-  Leased Property
-  Tax Parcels



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