

888 COCHISE AVENUE  
P. O. DRAWER 4077  
DOUGLAS, ARIZONA 85607  
(602) 364-7961

GREENWOOD, RYAN & HERBOLICH, LTD.  
ATTORNEYS AT LAW

125 NACO HIGHWAY  
P. O. BOX 4240  
BISBEE, ARIZONA 85803  
(602) 432-8791



RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY  
OF THE CITY OF DOUGLAS APPROVING LEASE OF  
INDUSTRIAL PARK FROM THE CITY OF DOUGLAS

WHEREAS, the CITY OF DOUGLAS, a municipal corporation,  
has acquired land for use as an industrial park, and

WHEREAS, the INDUSTRIAL DEVELOPMENT AUTHORITY OF THE  
CITY OF DOUGLAS, a non-profit corporation, was formed for the  
purpose of promoting the development of industry in and about  
the City of Douglas, and

WHEREAS, it would be in the best interests of both parties  
and the citizens of Douglas for the INDUSTRIAL DEVELOPMENT  
AUTHORITY to develop the industrial park, and

WHEREAS, the CITY OF DOUGLAS is willing to lease the  
industrial park to the INDUSTRIAL DEVELOPMENT AUTHORITY which  
lease the INDUSTRIAL DEVELOPMENT AUTHORITY is willing to accept,

NOW, THEREFORE, be it hereby:

RESOLVED that EVERETT J. JONES, as corporate Presi-  
dent, and LAWRENCE McDONALD, as corporate Secretary,  
or any other two (2) corporate officers in their  
absence, be and they are hereby authorized to exe-  
cute for and on behalf of the corporation that  
certain Lease Agreement by and between the CITY OF  
DOUGLAS, as Lessor, and the INDUSTRIAL DEVELOPMENT  
AUTHORITY as Lessee which Lease attached hereto as  
Exhibit "A" in substantially the same form as con-  
tained in that Exhibit.

DATED this 15th day of August, 1978.

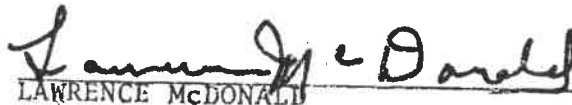
*Lawrence McDonald*  
LAWRENCE McDONALD

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT WAS FILED AND RECORDED  
AT REQUEST OF: *Greenwood, Ryan & Herblich*  
*P.O. Drawer 4077*  
*Douglas, Ariz. (85607)*  
FEE \$3.00  
DATE: *SEP 5 1978* 35 AM  
PAGE: *423* No. *19265*  
424

CERTIFICATION

I, LAWRENCE McDONALD, the duly qualified, elected and acting Secretary of the INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF DOUGLAS, ARIZONA, a non-profit corporation, do hereby certify that the attached RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF DOUGLAS APPROVING LEASE OF INDUSTRIAL PARK FROM THE CITY OF DOUGLAS, was duly adopted by a quorum of the Directors on the 15th day of August, 1978 and that the Resolution is still in full force and effect and has not been changed, modified or amended.

DATED at Douglas, Arizona, this 16th day of August, 1978.

  
LAWRENCE McDONALD

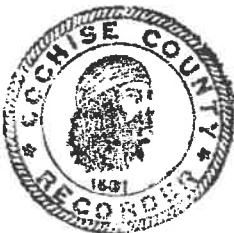
CERTIFICATE OF CITY CLERK

This is to certify that I, Jonathan F. Denney am the duly qualified and acting City Clerk of the City of Douglas, Cochise County, Arizona.

I further certify that the following are excerpts of the minutes of a special meeting of the Mayor and Common Council held on August 28, 1978: "A lease between the City of Douglas, Arizona, and The Industrial Development Authority of the City of Douglas, Arizona, for a tract of land in the N.W. 1/4 of Section 13, T. 24S., R. 27E., G & SRE & M, Cochise County, Arizona, known as the City of Douglas Industrial Park for a period of sixty (60) years was presented. After discussion, motion was made by Alderman Huish, seconded by Alderman Dellow and unanimously passed, to approve the lease and authorize the Mayor to sign on behalf of the City of Douglas." Recorded in Minute Book No. 9 of the City of Douglas and of record in the office of the City Clerk.

Dated at Douglas, Arizona, this 28th day of August, 1978.

*Jonathan F. Denney*  
Jonathan F. Denney  
City Clerk  
City of Douglas, Arizona



LIBRARY CERTIFY THAT THE WITHIN  
DOCUMENT WAS FILED AND RECORDED  
AT REQUEST OF: *Thompson, Ryan & Husbands*  
*P.O. Drawer 4077*  
*Douglas, Ariz (85607)*  
FILE # *3300*  
DATE *SEP 5 '78* H *35 AM*  
1268 DATE *425* NO *10210*

1268 425

JOSÉ M. LERMA  
ATTORNEY AT LAW  
843 F AVENUE  
POST OFFICE BOX 894  
DOUGLAS, ARIZONA 86007

L E A S E

THIS LEASE, made and entered into this 16th day of August, 1978, by and between the CITY OF DOUGLAS, ARIZONA, a municipal corporation, hereinafter called the Lessor, and THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF DOUGLAS, ARIZONA, a non-profit Arizona corporation, hereinafter called the Lessee.

WITNESSETH:

The parties hereto, for and in consideration of the mutual covenants and agreements herein contained do hereby agree as follows:

1. The Lessor does hereby lease to the Lessee, and the Lessee hereby leases from the Lessor, those certain premises hereinafter more particularly described as follows, to-wit:

A tract of land in the N.W. 1/4 of Section 13, T. 24S., R. 27E., G & SRB&M, Cochise County, Arizona, and more particularly bounded and described as follows:

Beginning at the N.W. corner of Section 13; thence S. 0°30' W. a distance of 453.17 feet to a point; thence S. 89°30'E. a distance of 33.00 feet to the true point of beginning; thence S. 73°32'E. a distance of 1351.74 feet to a point; thence S. 16°28' W. a distance of 130.00 feet to a point; thence S. 73° 32' E. a distance of 100.00 feet to a point; thence N. 16°28' E. a distance of 130.00 feet to a point; thence along a line bearing S. 73°32' E. to intersect with the City Limit line; thence S. 17°03' W. along the City Limit line a distance of 854.92' to a point; thence along a line bearing N.73°32' W. to a point; thence N.0°30'E. a distance of 889.25' to the true point of beginning.

TO HAVE AND TO HOLD said premises for a term of sixty (60)

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1 years, commencing on the date of this Lease, and terminating  
2 sixty (60) years thereafter, at a rental sum of ONE DOLLAR (\$1.00)  
3 per year, for each and every year during the term of this Lease.

4 It is expressly understood that part of the consideration  
5 for Lessor leasing said premises to Lessee is that the use there-  
6 of by Lessee for industrial purposes is deemed a benefit to the  
7 CITY OF DOUGLAS, ARIZONA, it environs, and citizenry, and there-  
8 fore a public purpose.

9 2. Lessor hereby acknowledges the receipt of ONE DOLLAR  
10 (\$1.00) representing prepayment of rent in advance.

11 3. Lessee shall not use, or permit said premises or any  
12 part thereof, to be used for any unlawful purpose, for any unstated  
13 purpose other than those reasonable intended for which said prem-  
14 ises are hereby leased.

15 4. Lessee shall comply with all appropriate rules, regula-  
16 tions, ordinances, statutes and laws of the CITY OF DOUGLAS, ARIZ-  
17 ONA, the County of Cochise, and the State of Arizona, now in force  
18 or which may hereafter be in force, pertaining to said premises.

19 5. This Lease, and all of its terms and conditions, shall  
20 be governed by the laws of the State of Arizona.

21 6. All of the terms and conditions of this Lease shall in-  
22 nure to the benefit of and be binding upon the successors and  
23 assigns of both parties hereto.

24 7. The Lessor herein reserves the right to enter upon the  
25 demised premises, with the consent and the presence of the Lessee,  
26 or any sublessee, during reasonable business hours, for the pur-  
27 pose of inspection of water and sewer systems; to make any neces-  
28 sary repairs thereto, and to post notices of non-liability or any

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1 other form of notice reasonably necessary for its protection.

2 8. In the event any legal action is necessary to enforce  
3 any of the terms and conditions, herein contained, whether Court  
4 suit be instituted or not, the prevailing party shall be awarded  
5 a reasonable attorney's fee, Court costs, and all reasonably in-  
6 curred expenses.

7 9. Whenever in this Lease it shall be required that notice  
8 of demand be given or served by either party to this Lease to or  
9 upon the other, such notice or demand shall be given or served, in  
10 writing, only, and not otherwise, and forwarded by registered or  
11 certified mail, postage prepaid, addressed as follows:

12 To the LESSORS and  
13 to the LESSEES at  
14 The City Hall  
Douglas, Arizona

15 or at such other place as the respective parties may from time to  
16 time agree in writing and the service shall be deemed complete  
17 twenty-four (24) hours after deposit of any such notice or demand  
18 in the United States Mail.

19 10. The Lessee hereby agrees to indemnify and save harmless  
20 the Lessors, their successors or assigns from any loss, liability  
21 or expense arising out of the destruction or damage to property  
22 or death or injury to persons in or about the demised premises  
23 during the term hereof.

24 11. If for any reason this Lease is declared to be null and  
25 void by any Court of competent jurisdiction, no liability therefor  
26 shall attach to the said CITY OF DOUGLAS, any of its officers,  
27 agents or employees, in their official or individual capacities,  
28 for further non-performance of the Lease by the Lessor herein.

1 IN WITNESS WHEREOF, the parties hereto have hereunto set  
2 their hand and seal this 28th day of AUGUST, 1978

3  
4 THE CITY OF DOUGLAS, ARIZONA  
5 a municipal corporation,

6 By: Albert Rodriguez  
7 ALBERT RODRIGUEZ, Mayor

8 ATTEST:

9 Jonathan F. Denney  
10 JONATHAN F. DENNEY, City Clerk

11 INDUSTRIAL DEVELOPMENT AUTHO-  
12 RITY OF DOUGLAS, ARIZONA, a  
13 non-profit Arizona corporation,

14 By: Edward J. Jones  
15 PRESIDENT

16 ATTEST:

17 Lawrence McDonald  
18 SECRETARY

19 STATE OF ARIZONA )

: ss.

20 COUNTY OF COCHISE )

21 On this, the 28th day of August, 1978, before me,  
22 the undersigned officer, personally appeared ALBERT RODRIGUEZ,  
23 known to me to be the Mayor of the CITY OF DOUGLAS, County of Co-  
24 chise, State of Arizona, and acknowledged to me that he executed  
25 the same in the capacity therein stated, and for the purposes there-  
26 in contained, after having been duly authorized to do so by the  
27 Common Council of the CITY OF DOUGLAS, ARIZONA.

28 IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Edward J. Jones  
NOTARY PUBLIC

JOSÉ M. LERMA  
ATTORNEY AT LAW  
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DOUGLAS, ARIZONA 86607

858 COCHISE AVENUE  
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126 NAC0 HIGHWAY  
P. O. BOX 4340  
BISBEE, ARIZONA 85801  
(602) 432-5781

1 My Commission Expires:  
2 April 07, 1979

3  
4 STATE OF ARIZONA )  
5 : ss.  
6 COUNTY OF COCHISE )

7 On this, the 16th day of August, 1978, before me,  
8 the undersigned officer, personally appeared EVERETT J. JONES and  
9 LAWRENCE McDONALD, who acknowledged themselves to be the Presi-  
10 dent and Secretary, respectively, of the INDUSTRIAL DEVELOPMENT  
11 AUTHORITY OF DOUGLAS, ARIZONA, a non-profit Arizona corporation,  
12 and that they executed the foregoing instrument for the purposes  
13 therein contained, after having been duly authorized to do so  
14 by the Board of Directors of said corporation.

15  
16 *Martin F. Ryan*  
17 NOTARY PUBLIC

18 My Commission Expires:  
19 12/1/79  
20  
21

STATE OF ARIZONA } ss.  
COUNTY OF COCHISE  
WITNESS MY HAND AND OFFICIAL SEAL  
CHRISTINE RHODES COUNTY RECORDER

*Christine Rhodes*  
COUNTY RECORDER

1. I HEREBY CERTIFY THAT THE WITHIN

2. INSTRUMENT HAS BEEN FILED AND RECORDED

3. IN THE OFFICE OF

4. \$3.00

5. FEB 8

6. DRAFT

7. 1988

8. 430

9. 19211

*Greenwood, Ryan & Herblich*  
*P.O. Drawer 4077*  
*Douglas, A.S. (85607)*

SEP 5 78 11 35 AM  
430 19211