

LEASE EXTENSION AGREEMENT

THIS LEASE EXTENSION AGREEMENT (“Extension”) dated November 30, 2016, is made by and between PINAL COUNTY, a political subdivision of the State of Arizona (“Lessor”) and THUNDERBIRD FIRE DISTRICT, a political subdivision of the State of Arizona (“Lessee”).

RECITALS

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement made and entered into the 10th day of February, 2010 (“Lease”), in connection with the premises described and depicted in the attached Exhibit A; and

WHEREAS, pursuant to Section 3 of the Lease, upon the termination of the initial five-year term of the Lease, the Lease is renewable for subsequent five-year terms upon agreement of the parties for a term not to exceed twenty five years; and

WHEREAS, Lessor and Lessee desire to renew the Lease for an additional five-year term pursuant to the terms and conditions set forth herein.

WHEREAS, Lessee is a Special Taxing District established within Pinal County and is therefore authorized to enter into a lease of property owned by lessor for an amount less than the fair rental value of the property pursuant to A.R.S. § 11-256.01; and,

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor the Premises legally described

WHEREAS, Lessee intends to utilize the Premises for a fire station and or administration; and, shall continue to make the Premises available for use as a Community Building.

WHEREAS, the Lessee intends to use the Property to store firefighting equipment and related apparatus; and, may utilize Premises for administration for the Fire District (offices).

AGREEMENT

NOW, THERFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **TERM:** The term of the Lease is hereby extended for an additional term of five years commencing February 10, 2015 and ending February 10, 2020.

2. **RENEWAL OF LEASE AGREEMENT:** Upon termination of the initial five (5) year term of this LEASE AGREEMENT, the LEASE AGREEMENT shall be renewable for subsequent five (5) year terms, upon agreement of the parties.

3. **CANCELLATION:** The parties acknowledge that this Extension is subject to cancellation pursuant to A.R.S. § 38-511.

4. **USE:** It is agreed by the parties that the Premises shall be used by Lessee for storage of fire equipment, vehicles, and for office use as deemed necessary provided the Premises remain available to local residents as a Community Building. The Premises does not include management of the roping arena. Interested parties will have to contact the Pinal County Parks and Fairgrounds Department to arrange use of the roping arena. Lessee will coordinate the use of the Community Building among local residents.

5. **REPAIRS AND REPLACEMENTS:** Lessee shall accept the Premises in an “as is” condition. Lessee shall, at Lessee’s sole cost and expense, keep and maintain the premises, and every part thereof, in adequate condition and repair. Lessee shall, upon the expiration or sooner termination of this Lease, surrender the Premises in as good a condition as existed at the commencement of this Lease, ordinary wear and tear excepted.

6. **SERVICES AND FACILITIES:** Lessee shall be solely responsible for the connection of and operating expenses for any and all services and facilities, including but not limited to telephone, gas, water, electricity, sewage and removal of trash, garbage or refuse from the Premises. Lessor shall not be required to furnish any facilities or services of any kind to the Lessee during the term of this Lease.

7. **IMPROVEMENTS:** Lessee shall receive prior approval from the Lessor before any improvements are constructed and fixtures installed on the premises. Any improvements or fixtures by Lessee prior to or during the leased term shall be Lessee’s property and shall not become part of the Premises, and may be removed by Lessee from the Premises at or before the end of the leased term if Lessee is not then in default under this Lease. Lessee shall, at its own cost and expense, clean up the Premises after removing all of its property.

8. INSURANCE: Prior to the effective date of this LEASE AGREEMENT, Lessee shall procure and furnish a copy to the Lessor the following insurance from an insurer satisfactory to Lessor: General Liability Insurance, including provisions insuring against contracted liability, bodily injury, and property damage in the minimum amount of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) General Aggregate Limit.

The insurance coverage required by this LEASE AGREEMENT shall name Lessor, its agents, representatives, directors, officials, employees, and officers as Additional Insured, and each policy shall specify that said insurance shall be primary insurance and that any insurance coverage carried by Lessor, its agents, representatives, directors, officials, employees, and officers shall be excess coverage to that provided by Lessee. The insurance policy or policies required by this LEASE AGREEMENT shall not be cancelled without thirty (30) days prior notice to Lessor. Lessee shall furnish Lessor a copy of the insurance policy annually. A copy of the insurance policy shall be mailed to:

Pinal County
Attn: Special Services
PO Box 729
Florence, AZ 85132

In the event any insurance policy required by this LEASE AGREEMENT is written on a claims-made basis, coverage shall extend for two (2) years past the termination of this LEASE AGREEMENT.

9. SUBLEASE: Lessee may not sublease Community Building or area around the building without prior permission of the Lessor.

IN WITNESS WHEREOF, the parties hereto, have executed this Extension as of the day and year set forth below.

“Lessor”

PINAL COUNTY, a political subdivision of the
State of Arizona

By: _____
Chairman of the Board of Supervisors

Dated: _____

ATTEST:

Clerk/Deputy Clerk of the Board of Supervisors

Deputy County Attorney

“Lessee”

THUNDERBIRD FIRE DISTRICT, a political
subdivision of the State of Arizona

By:_____

Name:_____

Title:_____

Dated:_____

Exhibit A

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA. SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PINAL COUNTY BRASS CAP MARKING THE WEST QUARTER CORNER OF SAID SECTION 13 FROM WHICH A BRASS CAP MARKING THE CENTER OF SAID SECTION 13 BEARS SOUTH 89 DEGREES 52 MINUTES 23 SECONDS EAST AT A DISTANCE OF 2636.66 FEET;

THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89 DEGREES 52 MINUTES 23 SECONDS EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89 DEGREES 52 MINUTES 23 SECONDS EAST A DISTANCE OF 337.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 29 DEGREES 27 MINUTES 53 SECONDS EAST AT A DISTANCE OF 230.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28 DEGREES 41 MINUTES 23 SECONDS A DISTANCE OF 115.17 FEET;

THENCE SOUTH 31 DEGREES 50 MINUTES 43 SECONDS WEST A DISTANCE OF 148.53 FEET TO THE BEGINNING A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 220.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45 DEGREES 09 MINUTES 35 SECONDS A DISTANCE OF 173.40 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY THE RADIUS POINT OF WHICH BEARS NORTH 12 DEGREES 59 MINUTES 42 SECONDS WEST AT A DISTANCE OF 33.00 FEET;

THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE 103 DEGREES 17 MINUTES 38 SECONDS A DISTANCE OF 59.49 FEET;

THENCE ALONG A LINE PARALLEL WITH AND 50 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER, NORTH 00 DEGREES 17 MINUTES 57 SECONDS EAST A DISTANCE OF 271.78 FEET TO THE POINT OF BEGINNING.

CONTAINING;

1.4386 ACRES OR 62,666 SQUARE FEET MORE OR LESS.

