

When Recorded Return to
Clerk of the Pinal County
Board of Supervisors
P.O. Box 827
Florence, Arizona 85132

**LEASE AGREEMENT BETWEEN PINAL COUNTY
AND PINAL GILA COMMUNITY CHILD
SERVICES, INC.**

WHEREAS, Pinal Gila Community Child Services, Inc., an Arizona non-profit corporation (hereinafter "Tenant") desires to lease Property from Pinal County, a political subdivision of Arizona (hereinafter "County"); and

WHEREAS, the property to be leased is a portion of Parcel #510-28-0270, located at 44931 W Edwards Cir, Maricopa, AZ 85139 (hereinafter "Property"); and is described on Exhibit A; and

WHEREAS, the County is authorized by A.R.S. §11-256.01 (A) to lease land to a nonprofit corporation without auction; and

WHEREAS, pursuant to A.R.S. § 11-256.01(B) the County has published notice of the proposed lease in a local newspaper of general circulation once a week for four consecutive weeks and no person has bid a lease amount equal to or exceeding the appraised fair market rent value of the Property.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **TERM.** This Lease Agreement shall commence on July 1, 2024, for a period of five (5) years thereafter unless terminated sooner as provided below.
2. **RENEWAL.** This Lease Agreement will auto-renew for successive one (1) year terms unless terminated by either party with 90 days' notice.
3. **RENT.** Tenant agrees to pay County \$1.00 per year beginning July 1, 2024 and on each anniversary date of the Lease thereafter during the term.
4. **USE OF PROPERTY.** The Lessee shall use the Property to provide a pre-school program for the Head Start eligible children in the Maricopa area. Head Start will conduct its programs for the children and families of Maricopa at the site and retains all rights to use of the Site not inconsistent with Head Start's use. Property will be used for the purpose during the lease that is consistent with that authorized by the Head Start Act and applicable regulations.
5. **TERMINATION.** This Lease may be terminated by either party with 90 days' written notice, but all financial and indemnification responsibilities of Tenant shall survive the termination of this Lease.

6. UTILITIES. Tenant shall pay for all light, power, water and sewer charges, relating to the Property, from the date of occupancy.
7. MAINTENANCE. Tenant is responsible for all maintenance and repair of the Property during the term of this Lease and any extension thereof. Upon termination of the Lease, Tenant shall surrender the Property to County in a condition and state of repair of not less than the condition and state of repair in which the Property existed on the date Tenant took possession.
8. TENANT ALTERATIONS. Tenant shall maintain the Property in good condition and shall not alter, repair or change the Property without the prior written consent of the County. Such consent shall not be unreasonably withheld. Unless otherwise provided by written agreement, all alterations, improvements and changes shall be performed either by or under the direction of the County, but at the Tenant's expense. Such alterations, improvements and changes shall remain a part of the Property and be surrendered with it at termination of the Lease or be removed at Tenant's expense at the sole discretion of the County.
9. INSURANCE. Tenant agrees to provide, pay for and maintain, during the term of this Lease and any extensions thereof, at its sole cost and expense, a policy or policies of insurance of the following types:
 - a. Commercial General Liability (CGL) insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate with insurers reasonably acceptable to County, which shall name County as additional insured with respect to liability for bodily injury or property damage arising out of the use or occupancy of the Property. CGL coverage must include Fire Legal Liability sublimit of \$250,000. Coverage must be primary and non-contributory with respect to insurance or self-insurance of the County, and be endorsed for Sexual Abuse/Molestation coverage. Tenant will furnish County with certificates of such insurance and an endorsement on each such policy whereby the insurer agrees to give County at least thirty (30) days written notice, prior to the alteration, cancellation, amendment or other occurrence that in any way affects the coverage provided. The insurance required pursuant to this paragraph is as follows:
 - b. Property insurance covering tenant-owned contents and any improvements made by tenant, with broad form, coverage in a form reasonably acceptable to County. Such insurance shall be in an amount of not less than 100 percent of the full replacement value of the tenant-owned contents and improvements, with the County listed as Additional Loss Payee, with a waiver of subrogation. If the Property or improvements occupied by Tenant are partially or totally destroyed by fire or other casualty such that they are untenable, Tenant may terminate the Lease Tenant will furnish County with certificates of such insurance and an endorsement on each such policy whereby the insurer agrees to give County at least thirty (30) days written notice prior to the alteration, cancellation, amendment or other occurrence that in any way affects the coverage provided.

10. INDEMNIFICATION BY TENANT. To the extent provided by law, Tenant shall indemnify, defend and hold harmless County, its officials, employees and agents from all suits, actions, claims, demands, losses, costs, or damages of every kind and description, including any attorneys' fees, arbitration and litigation expenses, which may be brought or made against or incurred by County on account of injuries, death or damages received or sustained by any person, persons or property on account of any negligent or willful act, omission, neglect or misconduct of Tenant, its employees, agent or anyone acting on Tenant's behalf or under its direction, arising under this Lease. Such indemnity shall not be limited by reasons of remuneration of any insurance coverage.
11. NO WARRANTY. Tenant is familiar with the Property and expressly agrees that County is leasing the Property in an "as is, where is" condition, "with all faults and defects." County has made no representations, warranties or guarantees, whether oral, written or implied to Tenant as to the quality, condition, merchantability, suitability or fitness of the Property, including but not limited to, any improvements thereon, for any of Tenant's purposes or intended uses whatsoever.
12. PRE-EXISTING ENVIRONMENTAL CONDITIONS. Lessee shall not be responsible for any costs, claims, actions or damages caused by the presence of any hazardous materials on the Property to the extent that the hazardous materials were present prior to the beginning of the lease term.
13. ASSIGNMENT OR SUBLETTING. Tenant shall not sublease Property and shall not voluntarily or by operation of law, assign, transfer, mortgage, pledge, or otherwise encumber this Lease or any interest therein.
14. QUIET POSSESSION. Upon Tenant observing and performing all of its covenants, conditions and provisions under this Lease, Tenant shall have quiet possession of the Property for the entire term hereof, subject to all provisions of this Lease.
15. COUNTY'S RIGHT OF ENTRY. County or its agents shall have the right to enter the Property at reasonable times in order to examine it, to show it to prospective tenants, lenders, ground lessors, or purchasers or to make such decorations, repairs, alterations, improvements or additions as County shall deem necessary or desirable. County will give Tenant reasonable notice of its entry, and will conduct such work so as not to impair Tenant's use and enjoyment of the Property.

NOTICE. All notices and other communications connected with this Lease shall be in writing and shall be deemed to have been given when delivered personally, sent via USPS certified mail, or emailed with a confirmation receipt, addressed to the other party to the address provided herein:

County:

For accounting matters:
Pinal County
Finance Section
PO Box 749
Florence, AZ 85132
Publicworksfinance.sharedmailbox.gov

For all other matters:
Pinal County
Real Property Section
PO Box 749
Florence, AZ 85132
pwrealproperty.sharedmailbox@pinal.gov

Tenant:

Pinal Gila Community Child Services
1183 E. Cottonwood Lane, Suite 2
Casa Grande, AZ 85122

16. CANCELLATION. This lease is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.
17. DEFAULT. In the event of a default in the performance of any of the terms and conditions under this Lease herein agreed to, each party shall have all remedies as provided by law and the prevailing party shall be entitled to recover attorneys' fees and costs as the court or arbitrator may determine in any legal action brought forth.
18. APPLICABLE LAW. This Lease and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Arizona. In the event of litigation between County and Tenant involving this Lease, the laws and decisions of the State of Arizona shall apply and any such litigation shall be commenced and prosecuted in the appropriate court of competent jurisdiction within the geographical boundaries of the State of Arizona.
19. ENTIRE LEASE AGREEMENT. This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated into this Lease.
20. PARAGRAPH HEADINGS. The titles of the paragraphs in this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Lease.
21. MODIFICATIONS. This Lease may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.
22. SEVERABILITY. The provisions of this Lease Agreement shall be deemed severable and should any provision of this Lease Agreement be declared or be determined by a Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be

deemed not to be a part of this Lease Agreement, notwithstanding any other provision of this Lease Agreement to the contrary.

23. INCORPORATION BY REFERENCE. All documents referred to in this Lease are hereby incorporated by reference into the Lease.
24. DUPLICATE ORIGINALS. This Lease may be executed in duplicate, each of which shall be an original when executed by all parties.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year written below.

“County”

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

APPROVED AS TO FORM:

Deputy County Attorney

Exhibit A

Being a part of the Northeast Quarter of Section 28, Township 4 South, Range 3 East of the Gila and Salt River Meridian, City of Maricopa, Pinal County, Arizona more particularly described as follows:

Commencing at the Northeast Corner of said Section 28;

Thence S 89°48'06"W, coincident with the North Line of said Northeast Quarter of Section 28, a distance of 1320.29 feet to the Northwest Corner of the Northeast Quarter of the Northeast Quarter (East 1/16th Corner) of said Section 28;

Thence S 0°08'58"E, coincident with the West line of said Northeast Quarter of the Northeast Quarter, a distance of 297.20 to the Northwest corner of those Lands described in Docket 49 at Page 247 of the records of Pinal County, Arizona;

Thence S 53°48'17"E, coincident with the North line of said lands described in Docket 49 at Page 247, a distance of 738.76 feet;

Thence S 36°38'09"W, a distance of 91.99 feet to the Point of Beginning of the parcel herein described;

Thence S 53°57'51"E, a distance of 105.00 feet to a point on the West Line of Lands of the Brock Family Revocable Living Trust as described in Instrument No. 2005-091704 of the records of Pinal County, Arizona;

Thence S 36°38'09"W, coincident with the West line of said Lands of the Brock Family Revocable Living Trust, a distance of 102.93 feet, to a point on the North Line of Lands of the Maricopa Elementary School District No. 20 as described in Docket 135 at Page 292 of the records of Pinal County, Arizona;

Thence N 79°11'31"W, coincident with the North Line of said lands of the Maricopa Elementary School District No. 20, a distance of 116.65 feet;

Thence N 36°38'09"E, parallel to and 105.00 feet Northwesterly of the aforementioned West Line of Lands of the Brock Family Revocable Living Trust, a distance of 152.65 feet to the Point of Beginning.

Containing in Area 13,417 Square Feet or 0.308 Acres more or less.

Description prepared by: William G. Hackathorn, RLS 38001 1861 North Center Avenue Casa Grande, Arizona 85222 Phone: 520-423-2575 Job 04S03E28005, June 2009