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Lease Agreement

DOCUMENT TITLE

The following document is being presented for recordation:

**Lease Agreement between Pinal County (“Landlord”) and
Thunderbird Fire District (“Tenant”)**

**DO NOT DISCARD THIS PAGE. THIS COVER PAGE IS RECORDED AS PART OF YOUR
DOCUMENT. THE CERTIFICATE OF RECORDATION WITH THE FEE NUMBER IN THE UPPER
RIGHT CORNER IS THE PERMANENT REFERENCE NUMBER OF THIS DOCUMENT IN THE
PINAL COUNTY RECORDER'S OFFICE.**

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is dated this 1st day of July, 2024 ("Effective Date"), by and between PINAL COUNTY, a political subdivision of the State of Arizona ("Landlord"), and THUNDERBIRD FIRE DISTRICT, a political subdivision of the State of Arizona ("Tenant"). Landlord and Tenant are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. Landlord is the owner of certain property described in attached **Exhibit A** (the "Property").

B. Landlord desires to lease to Tenant a portion of the Property (the "Premises"), described in attached **Exhibit B**, for use as a fire station administration and/or a temporary safe zone for livestock from active fire properties (Firewise Program); and for use as a Community Building.

C. Tenant desires to lease from Landlord the Premises for use as a fire station administration and/or a temporary safe zone for livestock from active fire properties (Firewise Program); and, shall continue to make the Premises available for use as a Community Building.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

AGREEMENT

1 PURPOSE OF THE LEASE

Tenant shall lease the Premises for the sole purpose and use as a fire station administration and/or a temporary safe zone for livestock from active fire properties (Firewise Program); and, shall continue to make the Premises available for use as a Community Building. Any other use by the Tenant shall be a breach of this Lease.

For the purposes of this Agreement, "Use as a Community Building" means: holding community meetings, polling, spay and neuter events, FireWise meetings, Irrigation District Meetings, Fire District Meetings, and other such meetings and events approved by Tenant that are consistent with the foregoing examples and public nature and purpose of the Property.

2 TERM

The initial term of this lease shall be for a period of one (1) year commencing on the Effective Date.

3 RENEWAL TERM

This Lease shall automatically renew for successive one (1) year terms for a maximum term of ten (10) years, unless terminated by either Party.

4 RENT

Tenant shall pay to Landlord as rent for the Premises the sum of one dollar (\$1.00) annually. Payment shall be made on or before the first day of each annual term.

5 FIRE COVERAGE

As additional consideration, Tenant shall provide at no cost to the County emergency Fire Response and Suppression services at the County's Hidden Valley Maintenance Yard, located at 43910 W. Meadow View, Maricopa, Arizona, in the event of a fire as provided in the Subscription Agreement attached herein as **Exhibit C**.

6 SECURITY DEPOSIT

The Landlord does not require a security deposit from the Tenant under this Lease.

7 UTILITY EXPENSES

Tenant agrees to promptly pay, as the same become due and owing, all charges for, electricity, telephone, water, garbage, sewer and janitorial services used by Tenant or supplied to the Premises, and shall not allow the payment therefor to become delinquent or allow any lien or assessment to be placed against the Property for the payment of same.

8 TENANT'S RESPONSIBILITIES

8.1 During the term of this Lease, Tenant shall perform the following responsibilities, at Tenant's sole cost and expense:

8.1.1 Maintain and pay the premiums on all property and liability insurance policies on the Premises required herein. Tenant shall furnish Landlord a current Certificate of Insurance and additional insured endorsement on the Effective Date of this Lease and on or before the first day of each annual term.

8.1.2 Protect the Premises from waste or nuisance of any kind.

8.1.3 Promptly repair, at Tenant's sole expense, any damage or destruction of the Premises caused by any acts, omissions or negligence of the Tenant, its agents, customers, employees or invitees, or caused by any breach by Tenant of the terms of this Lease.

8.1.4 Return the Premises to Landlord in the same condition as on the Commencement Date, in a clean and orderly condition, ordinary wear and tear excepted.

8.2 Insurance Policies

8.2.1 **Property Insurance:** Tenant shall be responsible for procuring and maintaining property insurance covering any building contents owned by Tenant including, but not limited to, furniture, fixtures, equipment, window coverings, and decorator items.

8.2.2 **Liability Insurance:** Tenant 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. Landlord shall be named additional insured on such liability insurance policy.

8.2.3 **Minimum Scope and Limits of Insurance:** Tenant shall provide coverage with limits of liability not less than those stated below.

Commercial General Liability – Occurrence Form

• Each Occurrence	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• General Aggregate	\$2,000,000

Pinal County shall be named as an additional insured with respect to liability arising out of the use and/or occupancy of the property subject to this Lease.

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

8.3 **Additional Insurance Requirements:** Commercial general liability insurance coverage shall be primary and non-contributory with respect to all other available sources.

8.4 **Notice of Cancellation:** Each insurance policy required by this Lease shall provide that coverage shall not be suspended, voided, canceled, reduced except after thirty (30) days prior written notice has been given to the County.

8.5 **Acceptability of Insurers:** Insurance is to be placed with insurers duly

licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A- VIII. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Lessee from potential insurer insolvency.

8.6 Verification of Coverage: Tenant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) and copies of additional insured endorsements as required by this Lease. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure to maintain the insurance policies as required by this Lease or to provide timely evidence of renewal will be considered a material breach of the Lease. The County reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Lease at any time.

If Tenant shall fail to procure and maintain the insurance required by this lease, Landlord may, but shall not be required to, procure and maintain the same at the expense of Tenant.

9 ADDITIONS AND ALTERATIONS TO PREMISES

Tenant may make no changes, alterations, additions or improvements to the Premises without the Landlord's prior written consent. All costs, fees and expenses pertaining to any such change, alteration, addition or improvement shall be paid by Tenant, including all permits and licenses required in connection herewith. Tenant will not permit any mechanic's lien or materialman's lien, or other liens, to be filed against the Property for any labor or material furnished in connection with such change, alteration, addition or improvement; provided, however, that Tenant shall have the right to protest and defend against any improperly filed mechanic's lien so long as Tenant posts such bond or surety for the payment of the lien as provided by the statutes of the State of Arizona. Tenant shall repair any damage caused by any such removal.

10 TENANT'S PROPERTY

- 10.1** All supplies, movable furniture and equipment and personal property owned by Tenant and not attached to the Premises are to remain Tenant's sole and separate property.
- 10.2** All fixtures installed on the Premises by Tenant shall be the sole and separate property of Landlord, regardless of the manner or mode of attachment and Tenant shall not be entitled to any payment for those changes, alterations, additions or improvements made to the Premises during the term of this Lease.

11 ASSIGNMENT AND SUBLETTING

Tenant, shall not either voluntarily or by operation of law, assign, transfer, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Premises, or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof. Any such assignment or subletting shall be void, and shall, at the option of the Landlord, constitute and event of default by Tenant under the terms of this Lease.

12 ACCESS AND USE BY LANDLORD

Landlord, its agents and employees, shall have access and the right to enter upon the

Premises at any reasonable time during normal business hours and after providing 24 hours notice to Tenant to examine the condition thereof, or to make any repairs that Landlord deems necessary. Notwithstanding the foregoing, in the event of an emergency, Landlord, its agents and employees, shall have access and the right to enter upon the Premises at any time without notice. Landlord shall have the right to show the Premises to any prospective purchaser and for any other purpose deemed reasonable by Landlord and shall show the same at a time that is not disruptive to the business of Tenant.

- 12.1** Upon written request, Landlord shall have the right to use the Premises for County use(s) from time to time as needed with Tenant's prior written approval. Such approval shall not be unreasonably withheld.

13 END OF TERM

- 13.1** Either party may terminate this Lease upon sixty (60) days written notice to the other Party.
- 13.2** Upon the termination of this Lease, Tenant shall quietly and peaceably leave and surrender the Premises to the Landlord in as good condition as when received, ordinary wear and tear, permitted alterations, additions and improvements made by Tenant in accordance this Lease, excepted.

14 LIMITATIONS ON LANDLORD'S LIABILITY

- 14.1** **Limitation on Liability.** Landlord shall not be liable to Tenant or any other person, for direct or consequential damages, or otherwise, for any failure to supply any heat, air conditioning, elevator, cleaning, lighting or other service which Landlord has agreed to supply during any period when Landlord uses reasonable diligence to supply such services. Landlord shall not be responsible for any electrical current surges. Landlord shall not be responsible for any damage caused to Tenant, its employees, agents, servants and invitees, for any exposure to hazardous substances on the

Premises. Landlord shall not be liable to Tenant or any other person or entity for direct or consequential damages resulting from the admission to, or exclusion from, the Premises of any person. Landlord shall not be liable for damages for injury to persons or property or interruption of business.

14.2 Limitation on Recovery. In no event shall Landlord at any time be liable to Tenant for any damages, costs or expenses in excess of Landlord's interest in the Premises. All judgments against Landlord shall be enforced only against such interest and not against any other present or future asset of Landlord. In no event shall Tenant make any claim against, or seek to impose any personal liability upon, Landlord's officers, employees or agents. Tenant hereby waives any rights Tenant may now or hereafter have of recourse against any such person or against any present or future asset of such person.

15 INDEMNITY

15.1 Except for Landlord's gross negligence or willful misconduct, Tenant shall indemnify and hold Landlord harmless against and from any and all claims, demands, liabilities, actions and damages and all costs and expenses related thereto (including reasonable attorney's fees, court costs, and other expenses of litigation) and all damages and liabilities of any kind or nature whatsoever for or attributable to (i) the injury, death disability or illness of any person or persons, or damage to any property occurring in, on or about the Premises or arising from Tenant's use of the Premises, from the conduct of its business or from any activity, work or other things done, permitted or suffered by Tenant in or about the Premises; or (ii) any breach or default in the performance of any of Tenant's obligations under this Lease, or arising from any act or negligence of the Tenant.

15.2 Landlord shall not be liable to Tenant or Tenant's employees, contractors, customers, invitees or agents or any other person whomsoever for any injury to said person or damage to their property occurring on the Premises arising, or alleged to arise, from any act or omission of Tenant or Tenant's employees, contractors, customers, invitees or agents or by any other persons entering upon the Premises under the express or implied invitation of Tenant.

15.3 Tenant agrees to hold harmless and to indemnify Landlord from all claims (including all costs, expenses, liabilities and reasonable attorney's fees) arising or alleged to arise from any act or omission of Tenant or of Tenant's employees, contractors, customers, invitees or agents or by any other persons entering upon the Premises under the express or implied invitation of Tenant, or arising from any injury or damage to any person, or the property of any person, occurring during the term of this Lease, and any renewal thereof, in or about the Premises.

15.4 In any such action or proceeding against Landlord by reason of any claim for which Tenant has indemnified Landlord hereunder, if Landlord elects, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Landlord or its agents shall not be liable for any loss or damage to persons or property in the Premises resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place or resulting from dampness, or any such injury or damage from any other cause whatsoever, unless caused by or due to the gross negligence or intentional misconduct of Landlord or its employees. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage from any other cause other than Landlord's gross negligence or intentional misconduct; Tenant hereby waives and releases all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises. Landlord and his agents and employees shall not be liable for interference with light or air or for any latent defect in the Premises. Landlord shall have no obligation to provide security guards, patrols, devices or systems for the Premises, building or other property, and shall not be liable for any failure to provide such security services.

16 DEFAULT BY TENANT

16.1 Any of the following events shall constitute an "event of default" by Tenant:

16.1.1 Failure to make the rental payments on the due date and to cure such failure within 10 days after the due date thereof.

16.1.2 Filing of any voluntary or involuntary petition by or against the Tenant under any provision of the Federal Bankruptcy Act.

16.1.3 Petition or other proceedings by or against Tenant for the appointment of a trustee, receiver or liquidator of Tenant or of any of Tenant's property.

16.1.4 Attachment or execution levied upon Tenant's property or interest under this Lease, if such attachment or execution remains outstanding for 30 days or more, unless Tenant posts adequate surety or bond to guarantee the payment thereof.

16.1.5 Failure in the performance or observance of any covenant, Lease or obligation to be performed by Tenant under the terms and provisions of this Lease (other than a failure to pay rent due hereunder), and Tenant does not cure said failure within thirty (30) days after receiving written notice of such failure from Landlord.

17 LANDLORD'S REMEDIES UPON TENANT'S DEFAULT

17.1 Time is of the essence hereof. Upon the occurrence of any event of default by Tenant, Landlord shall have the right, at Landlord's election, then or at any time thereafter, to exercise any one or more of the following remedies:

17.1.1 Cure by Landlord. Upon an event of a non-monetary default by Tenant and the cure not being undertaken by the Tenant after written notice thereof, Landlord may, at Landlord's option, but without the obligation to do so, and without releasing Tenant from any obligations under this Lease, make any payment or take any action as Landlord may deem necessary or desirable to cure such non-monetary default. Tenant covenants and agrees to pay to Landlord, within 30 days after demand, all advances, costs and expenses of Landlord in connection with the making of any such payment or the taking of any such action, including reasonable attorney's fees, together with interest at the rate set forth below, from the date of payment of any such advances, costs and expenses by Landlord.

17.1.2 Termination of Lease and Damages. Upon an event of default by Tenant, Landlord may terminate this Lease, effective as such time as may be specified by written notice to Tenant.

17.1.3 Repossession. Upon an event of default, Landlord may reenter and take possession of the Premises or any part thereof, without demand or notice, and repossess the same and expel Tenant and any party claiming by, through or under Tenant and remove the effects of both, with or without process of law, and using such force for such purposes as may be necessary, without being liable for prosecution on account thereof or being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or right to bring any proceeding for breach of covenants or conditions.

17.2 Remedies Cumulative. Exercise of any of the remedies of Landlord under this Lease shall not prevent the concurrent or subsequent exercise of any other remedy provided for in this Lease or otherwise available to Landlord at law or in equity.

18 COMPLIANCE WITH LAWS AND REASONABLE USAGE

Tenant shall comply with all federal, state, municipal and other laws, ordinances, rules and regulations applicable to the Premises and the business conducted therein by Tenant; will not engage in any activity other than the permitted uses of the Premises which would cause Tenant's insurance to be canceled; will not commit any act that is a nuisance or annoyance to the Landlord or to other tenants, or which might, in the reasonable judgment of Landlord, damage Landlord's reputation, or tend to injure or depreciate the Premises; and will not commit or permit waste on the Premises.

19 NON-WAIVER OF REMEDY

The waiver by Landlord or Tenant of any breach or default of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition of this Lease. Any waiver must be in writing and signed by the Party against whom it is sought to be enforced in order to be effective.

20 NOTICES

All notices and other communication required or permitted under this Lease shall be in writing and shall be, as determined by the person giving such notice, either hand delivered, mailed by registered or certified mail, return receipt requested, to the other Party at the addresses provided below.

LANDLORD: Pinal County
Real Property Section
P.O. Box 749
Florence, Arizona 85132
E: pwrealproperty.sharedmailbox@pinal.gov

TENANT: Thunderbird Fire District
Attn: Chief Allen Allcott
12356 N Ralston Road
Maricopa, AZ 85139
E: thunderbirdfirechief@gmail.com

For convenience, the Parties may also send notices and other communications via email, in addition to, but not in lieu of, the requisite registered/certified mail notices/communications. Notice shall be deemed delivered at the time of personal delivery or when certified-mailed to the required party. Any party may change its address by given written notice of a change of address to the other Party in the manner above provided.

21 MISCELLANEOUS

- 21.1 Headings.** Headings of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part thereof.
- 21.2 Binding Effect.** The covenants and conditions herein contained shall inure to the benefit of and bind to the successors and permitted assigns of the Parties hereto.
- 21.3 Tenant's Authority.** The individual executing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Tenant, in accordance with the bylaws and other corporate documents, partnership Lease, trust Lease or other governing instruments or documents of Tenant, and further represents and warrants that this Lease is

binding on Tenant in accordance with its terms.

- 21.4 **Entire Lease**. This written Lease contains the entire and only Lease between Landlord and Tenant and there are not any prior or contemporaneous oral or other statements, Leases or representations other than those expressly contained in this Lease between said parties. Landlord and tenant recognize and agree that the Special Use Permit dated January 15, 1979 to tenant is void. This Lease shall not be modified or amended in any manner except by written instrument signed by all the parties hereto.
- 21.5 **Applicable Law**. This Lease is entered into in the State of Arizona and be governed by and construed in accordance with the laws of the State of Arizona.
- 21.6 **Attorneys' Fees**. Notwithstanding any other provision herein, it is agreed is any such action is brought in a court of law by either party to this Lease as to the enforcement, interpretation or construction of this Lease, or any document provided for herein, the prevailing party in such action shall be awarded reasonable attorney's fees as well as all costs incurred in the prosecution or defense of such action.
- 21.7 **Hazardous Materials**. Tenant will not store, use or dispose of any hazardous materials in, on or about the Premises. Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its officers, agents and employees harmless from and against all claims, costs and liabilities including reasonable attorney's fees, court costs and other expenses of litigation (i) arising out of or in connection with Tenant's breach of its obligations contained in this Section 21.7, (ii) arising out of or in connection with the removal, clean-up and restoration work and materials necessary to return the Premises to the condition existing prior to the appearance of Tenant's hazardous materials in the Premises or Property, and/or (iii) arising out of or in connection with Tenant's use of the Premises. Tenant's obligations under this Section 21.7 will survive the expiration or other termination of this Lease.
- 21.8 **Force Majeure**. "Force majeure" delay shall be defined for the purposes of this Lease as an event or circumstance where an act or failure to act by either Party hereunder which would otherwise be a breach or default where such act or failure to act is due to events outside the control of the Party claiming an extension including, without limitation the following: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; act of God; acts of the public enemy, including terrorism; epidemics; quarantine restrictions; freight embargoes; or government delays; unusually severe weather; inability to secure necessary labor; materials or tolls; delays of any contractor; subcontractor or supplier.
- 21.9 **Conflict of Interest**. The Parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511, Arizona Revised Statutes, as amended.

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

“Landlord”

PINAL COUNTY, a political subdivision of the State of Arizona

By: _____
Chair of the Board of Supervisors

Dated: 08/07/2024

ATTEST:



Clerk / Deputy Clerk of the Board
of Supervisors

APPROVED AS TO FORM:

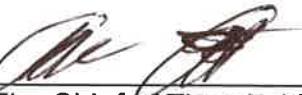
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Deputy County Attorney

"Tenant"

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

By:


Fire Chief of Thunderbird Fire District

July 9, 2024

Date

State of ARIZONA)
County of Pinal) ss

The foregoing Lease Agreement was acknowledged before this 9th day of July, 2024 by Allen Alcott, the Fire Chief of Thunderbird Fire District, a political subdivision of the State of Arizona.



Alicia M. Lasher

Notary Public

My Commission Expires: October 15, 2024

EXHIBIT A (Property)

DKT96PAGE401

A PARCEL OF LAND SITUATED IN SECTION THIRTEEN (13), TOWNSHIP FIVE (5) SOUTH, RANGE TWO (2) EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA:

FROM THE NORTHWEST CORNER OF SAID SECTION THIRTEEN (13), RUN SOUTH EIGHTY-NINE DEGREES, FIFTY-FOUR MINUTES EAST ($S89^{\circ}54'E$), FOLLOWING THE NORTH SECTION LINE, ONE THOUSAND EIGHTY-FIVE AND FIVE ONE-HUNDREDTHS FEET (1085.05') TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE RUN SOUTH TWO-DEGREES, THIRTY-SIX MINUTES WEST ($S2^{\circ} 36'W$) FIVE HUNDRED, EIGHTY-EIGHT AND NINETY-THREE ONE-HUNDREDTHS FEET (588.93') TO A POINT;

THENCE RUN SOUTH TWENTY-NINE DEGREES, THIRTY-SEVEN MINUTES WEST ($S29^{\circ} 37'W$) TWO HUNDRED FORTY-SIX AND EIGHTY-FIVE ONE-HUNDREDTHS FEET (246'.85) TO A POINT;

THENCE RUN SOUTH FIFTY-NINE DEGREES, TWELVE MINUTES WEST ($S59^{\circ} 12'W$) SIX HUNDRED SIXTY-FOUR AND FIVE ONE-HUNDREDTHS FEET (664.51') TO A POINT;

THENCE RUN SOUTH TWENTY-EIGHT DEGREES, TWELVE MINUTES WEST ($S28^{\circ} 12'W$) SEVEN HUNDRED EIGHTY-SIX AND SIXTY ONE-HUNDREDTHS FEET (786. 60') TO A POINT;

THENCE RUN SOUTH ZERO DEGREES, ELEVEN MINUTES WEST ($S0^{\circ} 11'W$), FOLLOWING THE WEST SECTION LINE, EIGHT HUNDRED THREE AND TWENTY-FIVE ONE-HUNDREDTHS FEET (803. 25') TO A POINT, SAID POINT BEING THE WEST ONE-QUARTER CORNER OF SAID SECTION THIRTEEN (W4 COR. SEC 13);

THENCE RUN SOUTH ZERO DEGREES, SIXTEEN MINUTES WEST ($S0^{\circ} 16'W$), FOLLOWING THE WEST SECTION LINE, ONE THOUSAND ONE HUNDRED FORTY-FIVE AND SEVENTY-TWO ONE-HUNDREDTHS FEET (1145.72') TO A POINT;

THENCE RUN NORTH TWENTY-FOUR DEGREES, FOUR MINUTES EAST ($N24^{\circ} 04'E$) ONE THOUSAND EIGHT HUNDRED THREE AND SEVENTEEN ONE-HUNDREDTHS FEET (1803.17') TO A POINT;

EXHIBIT A (con't)

THENCE RUN NORTH SIXTEEN DEGREES, THIRTY-SIX MINUTES EAST, NINE HUNDRED THIRTY-NINE AND SEVENTY ONE-HUNDREDTHS FEET (939. 70') TO A POINT;

THENCE RUN NORTH FORTY-ONE DEGREES, THREE MINUTES EAST (N41° 03'E) ONE THOUSAND NINETY-FOUR AND NINE ONE-HUNDREDTHS FEET (1094.09') TO A POINT;

THENCE RUN NORTH FIFTY-EIGHT DEGREES, FOUR MINUTES EAST (N58° 04'E), SEVEN HUNDRED SEVENTY-FOUR AND FORTY-SIX ONE-HUNDREDTHS FEET (774.46') TO A POINT, SAID POINT BEING ON THE NORTH SECTION LINE OF SAID SECTION THIRTEEN (13);

THENCE RUN NORTH EIGHTY-NINE DEGREES, FIFTY-FOUR MINUTES WEST (N89° 54'W), FOLLOWING SAID SECTION LINE, ONE THOUSAND TWO HUNDRED EIGHTY AND THIRTY ONE-HUNDREDTHS FEET (1280. 30') TO A POINT, SAID POINT BEING THE POINT OF BEGINNING AND THERE TERMINATE. SAID PARCEL CONTAINING FORTY-EIGHT AND NINETY-SEVEN ONE - HUNDREDTHS ACRES (48.97 AC.) MORE OR LESS.

EXHIBIT B (Premises)

a parcel of land located in the southwest quarter of 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 an aluminum cap marking the southwest corner of said section 13 bears south 00 degrees 17 minutes 57 seconds west at a distance of 2639.30 feet;

thence along the west line of the southwest quarter of said section 13, south 00 degrees 17 minutes 57 seconds west a distance of 399.67 feet;

thence leavings said west line, south 89 degrees 42 minutes 03 seconds east a distance of 50.00 feet to the point of beginning and the beginning of a non-tangent curve concave southeasterly the radius point of which bears south 89 degrees 42 minutes 03 seconds east at a distance of 33.00 feet;

thence northeasterly along said curve through a central angle of 82 degrees 06 minutes 13 seconds a distance of 47.29 feet to the beginning of a reverse curve concave northwesterly the radius point of which bears north 07 degrees 35 minutes 50 seconds west at a distance of 280.00 feet;

thence northeasterly along said curve through a central angle of 50 degrees 33 minutes 27 seconds a distance of 247.07 feet;

thence north 31 degrees 50 minutes 43 seconds east a distance of 159.02 feet to the beginning of a tangent curve concave southerly and having a radius 33.00 feet;

thence northeasterly and southeasterly along said curve through a central angle of 129 degrees 23 minutes 34 seconds a distance of 74.52 feet;

thence south 18 degrees 45 minutes 43 seconds east a distance of 31.75 feet;

thence south 24 degrees 07 minutes 46 seconds west a distance of 654.67 feet;

thence south 33 degrees 30 minutes 44 seconds west a distance of 40.93 feet to the beginning of a tangent curve concave northwesterly and having a radius of 125.00 feet;

thence southwesterly along said curve through a central angle of 28 degrees 55 minutes 18 seconds a distance of 63.10 feet to the beginning of a compound curve concave northwesterly the radial point of which bears north 27 degrees 33 minutes 58 seconds west at a distance of 33.00 feet; hence southwesterly along said curve through a central angle of 117 degrees 51 minutes 54 seconds a distance of 67.89 feet to the intersection with a line parallel with an 50 feet east of said west line of the southwest quarter;

EXHIBIT B (con't)

thence along said parallel line, north 00 degrees 17 minutes 57 seconds east a distance of 383.40 feet to the point beginning.

Together with:

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 to the intersection with a line parallel with an 50 feet east of said west line of the southwest quarter;

thence along said parallel line, north 00 degrees 17 minutes 57 seconds east a distance of 271.78 feet to the point beginning.

EXHIBIT C



SUBSCRIPTION AGREEMENT Thunderbird Fire District

This Subscription Agreement (this 'Agreement') is made effective as of August 1, 2022.

By and between Pinal County, a political subdivision of the State of Arizona ('Owner') for their Hidden Valley Maintenance Yard located at 43910 W Meadow View Road, Maricopa, AZ 85138 ('Property'), and Thunderbird Fire District Managers and Board Members, of P.O. Box 238, Maricopa, Arizona 85139 ('Thunderbird Fire District').

RECITALS

Thunderbird Fire District has entered into an Agreement dated August 1, 2022, (the "Original Agreement") with the Owner. Under this Original Agreement, Thunderbird Fire District has agreed to provide Fire Response and Suppression to the above address at no charge. Thunderbird Fire District and/or Owner may cancel this agreement upon the yearly renewal date, or if the owner becomes an annexed District Member of the Thunderbird Fire District.

AGREEMENT

Therefore, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. **Description of Services.** Beginning on August 1, 2022, Thunderbird Fire District will provide the following services: Fire response and suppression as to the best ability of the Thunderbird Fire District to the Owner that will become a part of dedicated response as if a District Member, although Owner is not a District Member.
2. **Payment for Services.** In exchange for such services, whether "provided or not provided" by the Thunderbird Fire District, Owner will pay Thunderbird Fire District the amount of \$0.00 yearly. Payment will be made on N/A of each year while the contract is in effect, unless Homeowner(s) is annexed into Thunderbird Fire District, or Thunderbird Fire District or Owner discontinue this contract in writing prior to the yearly due date, or Owner does not renew on the yearly contract date.

By signing the following, Owner agrees to the above terms stated in this Agreement. At any time, this Agreement may be subject to change and notice will be sent by Thunderbird Fire District to the Owner.

Owner: Pinal County

Jeffrey McClure
Jeffrey McClure, Board Chairman

Signature

09/28/2022
Date

Telephone No.: 520-866-6058

e-mail address: clerkoftheboard@pinal.gov

Property Address:

43910 W Meadow View Road

Maricopa, AZ 85139

Insurance Company: Arizona County Insurance Pool

Address: 1905 W. Washington St., Suite 200

City and State: Phoenix, AZ 85009

Agent Name: Valerie Porter

Telephone No.: 602-452-4529

"provided or not provided:" We provided service Fire response and/or Suppression; did not provide service, due to no need or necessity for Fire response and/or suppression for the year of service.