When recorded mail to:

Pinal County Development Services
P.O Box 749
Florence, AZ 85232

(The above space reserved for recording information)

AMENDMENT TO LEASE AGREEMENT

DOCUMENT TITLE

The following document is being presented for recordation:

Lease Amendment between Pinal County Services ("Landlord) and Superstition Fire and Medical 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.

AMENDMENT
TO
LEASE AGREEMENT

This Amendment to Lease Agreement ("**Amendment**") is effective April 1, 2025, and is made by and between PINAL COUNTY, a political subdivision of the State of Arizona ("**Landlord**") and SUPERSTITION FIRE AND MEDICAL DISTRICT, a political subdivision of the State of Arizona, fka Apache Junction Fire District ("**Tenant**").

RECITALS

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement made and entered into the April 2, 2003, (collectively, the "Lease"), in connection with the property located at 565 N Idaho Rd, Apache Junction, AZ 85119; and

WHEREAS, Landlord and Tenant desire to amend the Lease to reflect the change in Tenant's name to SUPERSTITION FIRE AND MEDICAL DISTRICT, a political subdivision of the State of Arizona, revising the legal description for the Premises and revising the insurance language.

WHEREAS, Landlord and Tenant desire to amend the Lease to add the ability to sign in Counterpart.

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

1. INCORPORATION OF LEASE. All provisions of the Lease not expressly amended herein are incorporated by this reference into this Amendment. The provisions of the Lease shall continue in full force and effect except as specifically amended and/or supplemented by this Amendment.

2. NAME CHANGE. The Lease is hereby amended by changing the name of the Tenant in the Lease to SUPERSTITION FIRE AND MEDICAL DISTRICT, a political subdivision of the State of Arizona.

3. REVISED LEGAL DESCRIPTION. The Lease is hereby amended by revising the legal description for the Premises, as shown in Exhibit A.

4. INSURANCE. The paragraph 11 Lease is hereby amended by revising the insurance language to read in its entirety as follows:

11. INSURANCE: Prior to the effective date of this Lease Agreement, Lessee shall procure and maintain the following insurance from an insurer satisfactory to Lessor:

a. General Liability Insurance, including provision 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.

(1.) Lessee shall require insurance coverage, in the same amounts set forth above, from each and every organization using the Premises for any purpose.

(2.) The insurance coverage required by this LEASE AGREEMENT shall name Lessor, its agents, representatives, directors, officials, employees and officers as Additional Insureds, and each policy shall specific 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 provides by Lessee. The insurance policy or policies required by the LEASE AGREEMENT shall not be cancelled without thirty (30) days prior notice to Lessor.

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

b. Property insurance, written on Special Causes of Loss form, at replacement cost value amount. Coverage shall include flood coverage if property is in A or AO flood zone or required by any other agreement.

(1.) Lessor must be named as Loss Payee.

(2.) If improvements are partially or totally destroyed by a casualty loss, Lessor may terminate the Lease or use the insurance proceeds to replace all improvements.

12. LEASE EXECUTED IN COUNTERPARTS. This Agreement may be executed in any numbers of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. Each of the Parties may sign any number of copies of this Agreement. Each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.

(SIGNATURE PAGES FOLLOW)

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

"Landlord"

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

"Tenant"

SUPERSTITION FIRE AND MEDICAL DISTRICT, a political subdivision of the state of Arizona.

By: _____

Name: JOHN A. WHITNEY IV

Title: FIRE CHIEF

Dated: 4-28-25

State of ARIZONA)
) ss
County of Pinal)

The foregoing Lease Agreement was acknowledged before this 28th day of April, 2025 by John Whitney IV, the Fire Chief of Superstition Fire and Medical District, a political subdivision of the State of Arizona.

ALENA SAMPSON
Notary Public - Arizona
Pinal County
Commission # 679147
My Comm. Expires Dec 20, 2028

Alena Sampson

Notary Public

My Commission Expires: 12/20/2028

EXHIBIT A - LEGAL DESCRIPTION

A PORTION OF THE PARCEL OF LAND DESCRIBED AS THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 01 NORTH, RANGE 08 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA IN UNITED STATES OF AMERICA PATENT 02-67-0037 WHICH IS RECORDED IN DOCKET 491, PAGE 87 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21;

THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, SOUTH 00 DEGREES 10 MINUTES 28 SECONDS EAST, A DISTANCE OF 760.67 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 88 DEGREES 11 MINUTES 20 SECONDS EAST A DISTANCE OF 82.03 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 71 DEGREES 01 MINUTES 51 SECONDS EAST A DISTANCE OF 160.18 FEET;

THENCE ALONG THE FOLLOWING COURSES AND DISTANCES:

SOUTH 57 DEGREES 10 MINUTES 31 SECONDS EAST, 20.86 FEET;

SOUTH 58 DEGREES 03 MINUTES 17 SECONDS EAST, 27.54 FEET;

SOUTH 51 DEGREES 41 MINUTES 37 SECONDS EAST, 11.98 FEET;

SOUTH 38 DEGREES 50 MINUTES 48 SECONDS EAST, 6.17 FEET;

SOUTH 48 DEGREES 39 MINUTES 12 SECONDS WEST, 37.24 FEET;

SOUTH 41 DEGREES 13 MINUTES 27 SECONDS EAST, 30.42 FEET;

NORTH 48 DEGREES 56 MINUTES 17 SECONDS EAST, 44.41 FEET;

THENCE SOUTH 41 DEGREES 03 MINUTES 43 SECONDS EAST A DISTANCE OF 52.16 FEET TO THE INTERSECTION WITH NORTHERLY RIGHT OF WAY LINE OF ARIZONA STATE ROUTE 88 (ALSO KNOWN AS APACHE TRAIL) AS SHOWN ON ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) "RIGHT OF WAY PLANS OF THE APACHE TRAIL SUPERSTITION BLVD INTERSECTION 088 PN 196 H8308 088-A(201)T D-11-T-496"

THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 49 DEGREES 27 MINUTES 57 SECONDS WEST A DISTANCE OF 154.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 40 DEGREES 46 MINUTES 55 SECONDS EAST AT A DISTANCE OF 2914.79 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THOUGH A CENTRAL ANGLE OF 01 DEGREES 49 MINUTES 06 SECONDS A DISTANCE OF 92.50 FEET TO THE BEGINNING OF A PORTION OF ADOT RIGHT OF WAY TRANSITION BETWEEN SAID NORTHERLY LINE OF STATE ROUTE 88 RIGHT OF WAY AND THE EAST LINE OF THE IDAHO ROAD RIGHT OF WAY FOR ALSO SHOWN ON SAID ADOT RIGHT OF WAY PLANS;

THENCE ALONG SAID RIGHT OF WAY TRANSITION, NORTH 71 DEGREES 56 MINUTES 33 SECONDS WEST A DISTANCE OF 115.98 FEET TO THE INTERSECTION WITH SAID EAST LINE OF THE IDAHO ROAD RIGHT OF WAY;

THENCE ALONG SAID EAST LINE OF THE IDAHO ROAD RIGHT OF WAY BEING PARALLEL WITH AND 50 FEET EAST OF SAID WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, NORTH 00 DEGREES 10 MINUTES 28 SECONDS WEST A DISTANCE OF 138.83 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 88 DEGREES 11 MINUTES 20 SECONDS EAST A DISTANCE OF 32.01 FEET;

THENCE ALONG A LINE PARALLEL WITH AND 82.00 FEET EAST OF SAID WEST LINE, NORTH 00 DEGREES 10 MINUTES 28 SECONDS WEST A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING:

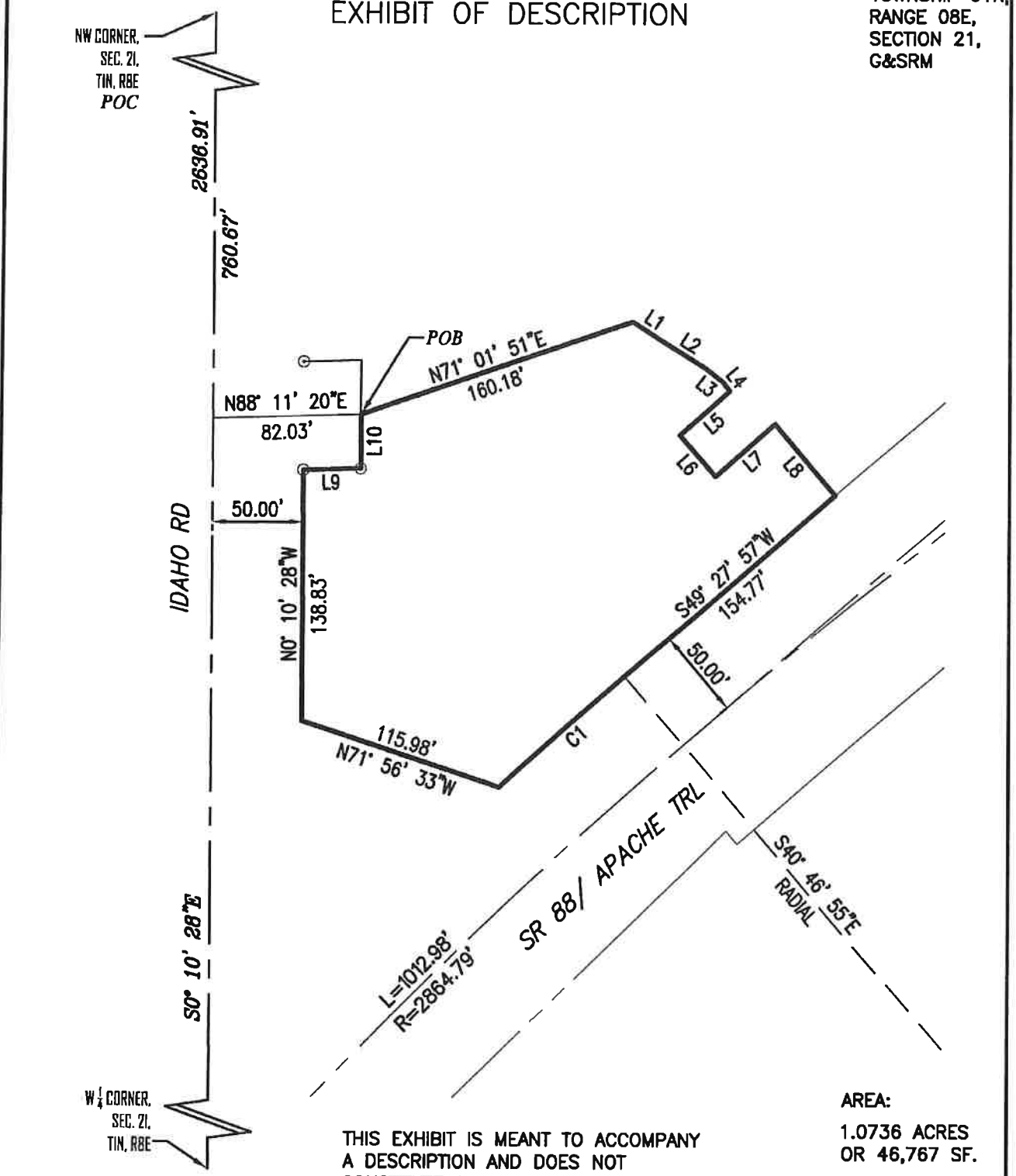
1.0736 ACRES OR 46,767 SQUARE FEET, MORE OR LESS.



Exp. 3 / 31 / 2027

EXHIBIT OF DESCRIPTION

TOWNSHIP 01N,
RANGE 08E,
SECTION 21,
G&SRM



THIS EXHIBIT IS MEANT TO ACCOMPANY A DESCRIPTION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.

AREA:

1.0736 ACRES
OR 46,767 SF.

SHEET 1 OR 2

PINAL COUNTY DEPARTMENT OF PUBLIC WORKS

SURVEY

COST CENTER #: 3111664	
FILE: AJ COMPLEX fire lease.dwg	
DATE: 7/30/2024	

EXHIBIT OF DESCRIPTION

Line Table		
Line #	Direction	Length
L1	S57° 10' 31"E	20.86
L2	S58° 03' 17"E	27.54
L3	S51° 41' 37"E	11.98
L4	S38° 50' 48"E	6.17
L5	S48° 39' 12"W	37.24
L6	S41° 13' 27"E	30.42
L7	N48° 56' 17"E	44.41
L8	S41° 03' 43"E	52.16
L9	N88° 11' 20"E	32.01
L10	N0° 10' 28"W	30.00

Curve Table			
Curve #	Radius	Delta	Length
C1	2914.79	1° 49' 06"	92.50

PINAL COUNTY DEPARTMENT OF PUBLIC WORKS

SURVEY

COST CENTER #: 3111664	
FILE: AJ COMPLEX fire lease.dwg	
DATE: 7/30/2024	