

**When recorded mail to:**

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

Exempt from Affidavit, Pursuant to A.R.S. § 42-1614(A)(1)

**LEASE AGREEMENT**

THIS LEASE AGREEMENT ("**Lease**") is made effective the 10th day of April, 2024, by and between ASSUMPTION OF THE BLESSED VIRGIN MARY ROMAN CATHOLIC PARISH-FLORENCE, an Arizona non-profit tax-exempt corporation, ("**Lessor**") and PINAL COUNTY, a political subdivision of the State of Arizona, ("**Lessee**").

**RECITALS**

A. Lessor owns certain real estate situated in Pinal County, Arizona, described in Exhibit A, (the "**Premises**"), attached hereto and desires to lease Premises to Lessee for vehicle parking purposes.

B. The Lessee is empowered under A.R.S. § 11-201 to lease the Premises from the Lessor.

**AGREEMENT**

1. **TERM:** The term of this Lease shall be for an initial period of five (5) years, commencing on the April 10, 2024, (the "**Effective Date**") and terminating on April 9, 2029. Lessee shall have the right to extend the term of this Lease for an additional term of five (5) years commencing on April 10, 2029 and terminating on April 9, 2034, upon written notice to the Lessor prior to the expiration of the initial five-year term. Either party may terminate the Lease at any time by giving 90 days written notice to the other party and the Rent paid or to be paid shall be prorated and adjusted accordingly.

2. **CANCELLATION:** The parties acknowledge that his Lease is subject to cancellation pursuant to ARS 38-511.

3. **RENT:** As consideration for leasing the Premises from Lessor, Lessee agrees to pay the sum of \$8,063.50 annually in advance, with the first payment due April 10, 2024, and all future payments due on the 10th day of April for all succeeding years. Additionally, such rent shall increase annually at the rate of 3% beginning April 10, 2025 and on each payment due date thereafter for the initial and any extended term of this Lease.

4. **USE AND OCCUPANCY:** Lessee shall, during the term of this Lease, maintain at their sole cost the leased Premises for use as a passenger car paved and striped parking lot, with occasional equipment parking or County event In no event shall the Premises or any part thereof be used for any unlawful purpose or in any manner, which may result in the cancellation of any

insurance policy on the Premises. Lessor shall have the right to utilize the Premises for parking for individuals using the Church for worship on the weekends. Lessor traditionally has services on Saturday afternoons and Sundays, during which time its parishioners may use the Premises for parking.

5. COMPLIANCE WITH THE LAW: Lessee shall not use the Premises or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

6. IMPROVEMENTS, ALTERATIONS AND ADDITIONS: Except as provided for in Paragraph 3 above, Lessee shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of the Lessor. Any alterations, additions or improvements to or of said Premises shall at once become a part of the realty and belong to the Lessor and shall be surrendered with the Premises, and will not be required to be removed upon the termination of this Lease.

7. REPAIRS: Lessee shall at its sole cost and expense, keep the Premises and every part thereof in good condition and repair.

8. LIENS: Lessee shall keep the Premises and the property in which the Premises is situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Lessee.

9. ASIGNMENT AND SUBLETTING: Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein.

10. INDEMNIFICATION: To the extent permitted by law, Lessee shall indemnify, hold harmless and defend Lessor against and from any and all claims or litigation arising from Lessee's use of the Premises or from the conduct of its business or from any activity, work or other things done, permitted or suffered by the Lessee in or about the Premises. Lessee assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any condition existing on or about the Premises and Lessee hereby waives all claims in respect thereof against Lessor. Lessee shall notify Lessor in case of casualty or accidents on the Premises within three (3) working days.

11. INSURANCE:

11.1 Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Lease, General and Premises Liability Insurance coverage in amounts to be mutually agreed upon by the Parties from time to time. Lessee shall also name Lessor as an additional named insured under its policy and shall provide Lessor with certificate of insurance and require that its insurance carrier provide Lessor with thirty (30) days written notice of any cancellation of any insurance policy on this property. Lessee agrees that the insurance that they carry on the property will be deemed primary coverage for any claim that may arise from Lessee's use

of the Premises.

11.2 Lessor warrants that it has now and will continue to maintain insurance for any claim arising of its use, occupancy and maintenance of the Premises prior to the Date of Occupancy set forth herein.

11.3 The parties agree that the insurance limits above do not constitute limits on the liability of either party.

12. QUIET POSSESSION: Upon Lessee observing and performing all of its covenants, conditions and provisions under this Lease, Lessee shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

13. LESSEE DEFAULT: The failure of Lessee to observe or perform any of its covenants, conditions or provisions of this Lease where such failure shall continue for a period of thirty (30) days after written notice thereof by Lessor to Lessee shall constitute a default and breach of this Lease by Lessee. If the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

14. REMEDIES IN DEFAULT: In the event of default or breach by Lessee, Lessor may at any time at its sole discretion, without notice or demand and without limiting Lessor in the exercise of a right or remedy, which Lessor may have by reason of such default or breach, terminate this Lease and terminate Lessee's right to possession of the Premises by any lawful means, in which case Lessee shall immediately surrender possession of the Premises to Lessor.

15. WAIVER: Waiver of any of the terms of this Lease shall not be valid unless it's in writing and signed by all parties. The failure of Lessor to enforce the provisions of this Lease or require performance by Lessee of any of the provisions shall not be construed as a waiver of such provisions or affect the right of Lessor to thereafter enforce the provisions of this Lease. Waiver of any default or breach of this Lease shall not be held to be a waiver of any other or subsequent default or breach of the Lease.

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

**REMAINDER OF PAGE LEFT BLANK – SIGNATURE PAGES FOLLOW**

**LESSOR:**

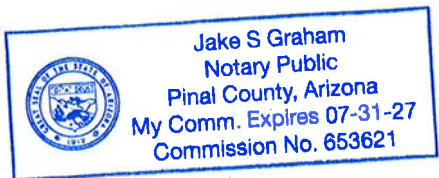
ASSUMPTION OF THE BLESSED VIRGIN MARY  
ROMAN CATHOLIC PARISH - FLORENCE, an  
Arizona non-profit tax-exempt corporation

By: FR. CALLISTUS IYOEMBER  
Its: Pastor and corporate Board President

Callistus Iyember  
Signature

State of ARIZONA )  
County of Pinal ) ss.  
 )

The foregoing was acknowledged before me this 15<sup>th</sup> day of March, 2024,  
by Callistus Iyember, the Pastor of ASSUMPTION OF THE BLESSED  
VIRGIN MARY ROMAN CATHOLIC PARISH - FLORENCE, An Arizona Non-Profit Tax-Exempt -  
Corporation, On Behalf Of The Corporation.



Jake Graham  
Notary Public

My Commission Expires: 07-31-2027

**LESSEE:**

**PINAL COUNTY, ARIZONA**, a political  
subdivision of the State of Arizona

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Chairman of the Board

ATTEST:

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Deputy/Clerk of the Board

APPROVED AS TO FORM:

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Deputy County Attorney

## EXHIBIT A

That part of 11th Street, previously abandoned and recorded in Fee Number 1998-009775 in the Pinal County Recorder's Office, lying west of Florence Street as shown on the Florence Townsite Map, Book 1 of Maps, Page 1, in the Pinal County Recorder's Office and more particularly described as follows:

Beginning at the southeast corner of Block 177 which is also the northwest corner of the intersection of 11th Street and Florence Street and the True Point of Beginning;

Thence, South along the East line of said parcel, a distance of 30 feet to a point,

Thence, West along the South line of said parcel, a distance of 373 feet to a point,

Thence, North along and parallel with the East line of said parcel, a distance of 30 feet to a point,

Thence, East along and parallel with the South line of said parcel, a distance of 373 feet to the True Point of Beginning.

Containing 0.26 acres, more or less.

The south 10 feet of the described parcel to be a public utility easement.