



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: May 1, 2018

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**
SCRIPPS Media, Inc., a Delaware Corporation LCP-0018

***Project Title/Description:**
Lease Agreement

***Purpose:**
Lease Agreement between Pima County ("County") and SCRIPPS Media, Inc., a Delaware Corporation ("SCRIPPS") for use of a portion of County property tax parcel 103-05-024F ("Property") . The lease property is 15,733 square feet. The parcel is north of Wetmore Road, east of North Kain Avenue, west of Flowing Wells Middle School.

SCRIPPS is the adjacent owner of tax parcel 103-05-024D. The existing radio broadcast tower antenna requires the additional space for supporting the guy wires and guy wire anchors on the County parcel.

The Lease is for 5 years with an additional 5 year renewal. Lease rent is \$4,700.00 per year.

***Procurement Method:**
Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**
The lease will generate rental income of a portion of County's vacant property that is currently unused and not required for any other County purpose.

***Public Benefit:**
SCRIPPS will be able to operate their Radio Station and County will receive rental income.

***Metrics Available to Measure Performance:**
The lease rate is based on a market rent analysis by an outside appraisal.

***Retroactive:**
N/A

To: COB- 4.16.18
Ver. - 1
gjs- 14
(2)

Contract / Award Information

Document Type: CTN Department Code: PW Contract Number (i.e.,15-123): 18*0146

Effective Date: 05/01/2018 Termination Date: 04/30/2023 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* _____ Revenue Amount: \$ 23,500.00

*Funding Source(s) required: General Fund-Transportation Ops

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

*Is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e.,15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required:

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Rita Leon

Department: Real Property Services Telephone: 724-6462

Department Director Signature/Date:  4/9/18

Deputy County Administrator Signature/Date:  4/10/18

County Administrator Signature/Date: C. D. [Signature] 4/11/18
(Required for Board Agenda/Addendum Items)

<p>DEPARTMENT: Pima County</p> <p>TENANT: SCRIPPS Media, Inc.</p> <p>DESCRIPTION/ADDRESS OF PROPERTY: 2401 W. Zinnia Ave., Tucson, AZ</p> <p>REVENUE CONTRACT</p>	<p align="center">(STAMP HERE)</p> <p align="center">CONTRACT</p> <hr/> <p>NO. <u>CTN-PW-18-146</u></p> <p>AMENDMENT NO. _____</p> <p><small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small></p>
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Lease Agreement

1. **PARTIES; EFFECTIVE DATE.** This Lease ("**Lease**") is made by and between SCRIPPS Media, Inc., a Delaware Corporation (hereinafter referred to as "**Tenant**") and Pima County, a political subdivision of the State of Arizona (hereinafter referred to as "**Landlord**"). This Lease is effective (the "**Effective Date**") on the date both parties have signed it. The date Landlord signs this Lease is the date the Chairman of Pima County's Board of Supervisors signs it.

2. **BACKGROUND AND PURPOSE.**
 - 2.1. Landlord owns the property depicted in on **Exhibit A** (hereinafter referred to as the "**Premises**"),
 - 2.2. Tenant desires to use the Premises for the purpose of maintaining guy wires and guy anchors to comply with existing zoning set back requirements in connection with Tenant's operation of a broadcasting antenna structure on adjoining property.
 - 2.3. Landlord has the authority to lease the Premises to Tenant. Landlord has provided notice, appraised the Premises and held an auction in accordance with A.R.S. §11-256. Tenant was the highest responsible bidder at the auction.
 - 2.4. Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord under the terms and conditions set forth in this Lease.

3. **PREMISES.**
 - 3.1. Lease of Premises. In consideration of Tenant's compliance with all the terms and conditions of this Lease, and timely performance of all its obligations under this Lease, Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord.

3.2. Condition of Premises. Tenant acknowledges that it is fully familiar with the physical and legal condition of the Premises and has received the same in good order and condition. LANDLORD MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE CONDITION OR STATE OF THE PREMISES OR ITS FITNESS OR AVAILABILITY FOR ANY PARTICULAR USE, AND LANDLORD IS NOT LIABLE FOR ANY LATENT OR PATENT DEFECT THEREIN. Tenant's use of the Premises is subject to all existing easements, rights-of-way and set-backs existing as of the date of this Lease.

3.3. Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the Rent and performing and observing all of the Tenant's obligations under this Lease, Tenant may peaceably and quietly have, hold and enjoy the Premises for the Term, without hindrance or molestation by anyone claiming paramount title or claims through Landlord.

3.4. Entry by Landlord. Landlord reserves the right to enter the Premises at any time to inspect the same, provided that Landlord shall be responsible for any damage to Tenant's Permitted Activities (as hereinafter defined) caused by Landlord.

4. **TERM.**

4.1. Term. This Lease will commence on the Effective Date and continue for a period of five (5) years (the "**Initial Term**"), unless terminated earlier in accordance with the terms of this Lease.

4.2. Option. Provided that Tenant is in full compliance with the terms and conditions of this Lease, Tenant has the option of renewing this Lease for an additional five (5) year term (the "**Renewal Term**"), which option Tenant may exercise in writing not less than one hundred twenty (120) days prior to the expiration of the Initial Term. The Initial Term, together with the Renewal Term if the renewal is exercised, is referred to in this Lease as the "**Term**."

5. **RENT.**

5.1. **Rent.** Tenant must pay Landlord rent in the amount of Four Thousand Seven Hundred Dollars (\$4,700.00) per year. Rent will be paid quarterly, with first payment due on September 1, 2018 in the amount of One Thousand One Hundred and Seventy Five dollars (\$1,175.00). Tenant will pay rent to Pima County Real Property Services, 201 N. Stone Ave., 6th floor, Tucson, Arizona, 85701. Rent is due in full on or before the first (1st) of each quarter, and is delinquent if the rent is not paid to Landlord by the tenth (10th) day of each month. If Rent remains delinquent on the tenth (10th), Landlord will send a

notice of delinquent rent to Tenant and a \$25.00 late fee will also be due and payable with the rent payment

5.2. **Rental Taxes.** Tenant must pay to Landlord any occupancy tax, rent tax or government property lease excise tax now in effect or hereafter enacted, which Landlord is now or hereafter required to collect from Tenant or to pay with respect to the Premises or this Lease.

5.3. **Other Taxes.** Tenant is responsible for payment of all taxes, whether real property taxes, personal property taxes, income taxes, or any other taxes, if any, that are or may be assessed relating to Tenant's use of the Premises pursuant to this Lease.

6. **USE OF PREMISES.**

6.1. Permitted Activities. Tenant may use and occupy the Premises only for additional space required to supporting and maintaining the guy wires on the premises for the existing radio broadcast tower that is within SCRIPPS property adjacent to Landlord's land. (the "**Permitted Activities**").

6.2. Human Remains. In the event that human remains, including human skeletal remains, cremations, and/or ceremonial objects and funerary objects or archaeological materials are found during excavation or construction, ground disturbing activities must cease in the immediate vicinity of the discovery. State law - ARS 41-865 and ARS 41-844 - requires that the Arizona State Museum be notified of the discovery at (520) 621-4795 so that cultural groups who claim cultural or religious affinity to them can make appropriate arrangements for the repatriation and reburial of the remains. The human remains will be removed from the site by a professional archaeologist pending consultation and review by the Arizona State Museum and the concerned cultural groups

6.3. Expenses of Tenant; Maintenance. Tenant will conduct all of its operations at the Premises at its own expense and without contribution from Landlord. Tenant will not suggest state or imply that Landlord will participate, guarantee or otherwise assist in any financial obligation undertaken by Tenant with respect to its operations on the Premises. Tenant will at all times maintain the Premises in a good, clean, safe and sanitary condition, at its sole cost and expense.

6.4. Hours of Operation. Tenant may conduct the Permitted Activities on the Premises twenty-four (24) hours per day, 7 days per week.

6.5. Compliance with Laws. Tenant will comply with all applicable federal, state, and

local laws, statutes, ordinances, rules, regulations, standards, policies, and executive orders with respect to its operations on the Premises.

- 6.6. Prohibited Activity. Tenant may not permit any unlawful activities on the Premises, or any activities that unduly interfere with activities of neighboring property owners/occupants. Tenant will comply with all local, state and federal laws including but not limited to Pima County Code Chapter 9.30—"Regulation of Excessive, Unnecessary and Annoying Noises". Possession, consumption, or sale of alcoholic beverages is not permitted on the Premises.
- 6.7. Activities not Insured or that Affect Insurance. Tenant will not conduct any activity or permit any activity to be conducted on the Premises which is not covered by the insurance policies provided pursuant to Section 9 herein without first obtaining the written consent of Landlord and without providing additional insurance covering the activity or event and with coverage limits and carriers acceptable to Landlord. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents or cause a cancellation of any insurance policy covering the Premises or any part thereof or any of its contents.
- 6.8. Improvements. Tenant may not make any improvements to the Premises, including fencing or gates, without the prior written consent from (i) the Director of Pima County Transportation if the improvements are less than \$15,000; and (ii) the County's Board of Supervisors if the cost of the improvements is more than \$15,000.00.

7. ENVIRONMENTAL COMPLIANCE.

- 7.1. **Hazardous Materials Defined.** As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Arizona or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) petroleum or petroleum products; or (ii) defined as a Hazardous Material under A.R.S. 26-301(8).
- 7.2. **Hazardous Materials Prohibited; Clean Air Act.** Tenant may not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord, other than such Hazardous Materials as are customarily necessary or useful to the

type of operations permitted under this Lease and actually being carried out by Tenant on the Premises which will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Materials. Tenant's operations on the Premises must comply with applicable provisions of the Clean Air Act, 42 U.S.C. 7401 et seq. and Arizona Revised Statutes, Title 49, Chapter 3 and any other applicable environmental laws or regulations.

7.3. **Indemnity.** If (i) Tenant breaches the obligations stated in the preceding paragraph, (ii) the presence (whether consented to by Landlord or otherwise) of Hazardous Material on the Premises or on or in the soil or ground water under or adjacent to the Premises is caused or permitted by Tenant, its agents, employees, contractors or invitees, (iii) contamination of the Premises or soil or ground water under or adjacent to the Premises by Hazardous Material otherwise occurs for which Tenant is legally liable, or (iv) contamination occurs elsewhere in connection with the transportation by Tenant of Hazardous Material to or from the Premises, then Tenant will indemnify, protect, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities or losses (including, without limitation, diminution in value of the Premises or any part thereof, damages for the loss or restriction on use of usable space or of any amenity of the Premises or any part thereof, damages arising from any adverse impact on marketing of space with respect to the Premises or any part thereof, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arose or arises during or after the term of this Lease as a result of such contamination. The foregoing obligation of Tenant to indemnify, protect, defend and hold Landlord harmless includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, restoration or other response work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present, as a result of any action or inaction on the part of Tenant, its agents, employees, contractors or invitees, in the Premises or the soil or ground water on, under or adjacent to the Premises, or elsewhere in connection with the transportation by Tenant of Hazardous Material to or from the Premises.

7.4. **Clean-up.** Without limiting the foregoing, if the presence of any Hazardous Material on or in the Premises, or the soil or ground water under or adjacent to the Premises caused or permitted by Tenant, or its agents, employees, contractors or invitees results in any suspected contamination of the Premises, the soil or ground water under or adjacent to the Premises, Tenant must promptly notify Landlord in writing and take all actions at its sole expense as are necessary to return the Premises, or such soil or ground

water to the condition existing prior to the introduction of any such Hazardous Material to the Premises, or to such soil or ground water; provided that Landlord's approval of such actions is first obtained, which approval may not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises.

- 7.5. **Pre-Existing Contamination.** Landlord agrees that any Hazardous Materials contaminating the Premises prior to possession of the Premises by Tenant will not result in liability for Tenant under this Paragraph except to the extent such contamination is aggravated by the action or inaction of Tenant.
- 7.6. **Notices Regarding Environmental Conditions.** Tenant must, within ten (10) business days following receipt thereof, provide Landlord with a copy of (i) any notice from any local, state or federal governmental authority of any violation or administrative or judicial order or complaint having been filed or about to be filed against Tenant or the Premises alleging any violation of any local, state or federal environmental law or regulation or requiring Tenant to take any action with respect to any release on or in the Premises or the soil or ground water under or adjacent to the Premises of Hazardous Material, or (ii) any notices from a federal, state or local governmental agency or private party alleging that Tenant may be liable or responsible for cleanup, remedial, removal, restoration or other response costs in connection with Hazardous Material on or in the Premises or the soil or ground water under or adjacent to the Premises or any damages caused by such release.
- 7.7. **Survival.** Tenant's obligations under this Section will survive the expiration or earlier termination of this Lease and vacation of the Premises.
8. **UTILITIES.** Tenant must, at its sole cost and expense, arrange for the furnishing of all utilities, including electricity, gas, water and sewer, and telecommunication services, fire protection lines and hydrants, that are necessary for its operations on the Premises, and Tenant covenants and agrees to pay all charges for such utilities and services directly to the supplier thereof. Landlord will not be liable in any way to Tenant for any failure or defect in the supply or character of utilities or telecommunications services furnished to the Premises by reason of any requirement, act or omission of the provider of such service or for any other reason.
9. **INSURANCE; INDEMNIFICATION.**
- 9.1. **Maintenance of Insurance.** Tenant shall procure and maintain, until all of Tenant's obligations, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Tenant, its agents,

representatives, employees or subcontractors.

- 9.2. **Minimum Requirements.** 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 the Tenant from liabilities that might arise out of the performance of the work under this Lease by the Tenant, its agents, representatives, employees or subcontractors, and Tenant is free to purchase additional insurance.
- 9.3. **Types of Insurance Required.** From the effective date of this Lease until it is terminated, Tenant shall provide coverage with limits of liability not less than those stated below:
- 9.3.1. Commercial General Liability. Commercial General Liability insurance with coverage at least as broad as ISO form CG 00 01 in an amount not less than \$2,000,000.00 covering the Premises and all activities thereon, endorsed to include Pima County as an additional insured.
- 9.3.2. Commercial Auto. Commercial Automobile Liability insurance with coverage at least as broad as ISO form CA 00 01 in an amount not less than \$1,000,000.00 for vehicles actually used in the operations at the Premises (i.e., not used for simple commuting).
- 9.3.3. Workers' Compensation. Workers' Compensation insurance with statutory limits, with Employers' Liability coverage in an amount not less than \$1,000,000 per injury, illness, or disease.
- 9.4. **Certificates.** Tenant must provide Landlord with copies of certificates of insurance showing the status of all insurance policies. Tenant must, in addition, provide full, certified copies of all required insurance policies when requested by Landlord in writing. All certificates of insurance must provide for a guaranteed thirty (30) days written notice of cancellation, non-renewal, or material change. Any modifying language in a certificate of insurance must be deleted. Landlord must be an "additional insured" on all liability insurance policies.
- 9.5. **Waiver of Subrogation.** Each party waives its claims and subrogation rights against the other for losses typically covered by property insurance.
- 9.6. **Changes to Insurance Requirements.** Landlord may review and alter the coverage, form, and amount of insurance required hereunder at any time. Landlord will notify Tenant in writing of any changes to the aforesaid insurance

requirements, and Tenant will have sixty (60) days to comply with the requirements as changed.

9.7. **Indemnification.** Tenant agrees that, to the fullest extent permitted by law, Tenant will indemnify, defend, and hold harmless Landlord, its officers, employees and agents from and against any and all losses, costs, or expenses (including reasonable attorney fees) incurred or suffered by Landlord as a result of any damages to property or injuries to persons (including death), or any suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of or directly related to any act, omission, fault or negligence by the Tenant, its agents, employees, invitees, contractors or anyone under its direction or control or acting on its behalf, or anyone permitted by Tenant to conduct any activity on the Land, or in connection with any use or occupancy of the Land under the terms of this Lease.

10. **DEFAULT/TERMINATION.**

10.1. **Tenant Default.** The occurrence of any one or more of the following events will constitute a default and breach of this Lease by Tenant for which Landlord may terminate this Lease:

10.1.1. Operation of Premises. The vacating or abandonment of the Premises, or cessation of activities thereon, or any portion thereof, by Tenant, that continues for a period of ten (10) calendar days after notice of such default is sent by Landlord to Tenant.

10.1.2. Monetary Obligations. The failure by Tenant to make any payment required to be made by Tenant under this Lease, as and when due, that continues for a period of ten (10) calendar days after notice from Landlord that such payment is due.

10.1.3. Insurance. The failure by Tenant to maintain insurance policies as set forth above for any period of time, in which event Tenant must immediately cease all operations at the Premises until such insurance is obtained. In the event of such a default, Landlord may, in Landlord's sole discretion, obtain necessary insurance coverage in which event Tenant must, within five (5) days of demand, reimburse and pay to Landlord the full amount of any costs and premiums expended by Landlord to obtain such coverage.

10.1.4. Violation of Law. Violation of any law by Tenant, or the conduct of any unlawful activities on the Premises that are permitted by Tenant, either tacitly or explicitly, or that Tenant has not taken reasonable

means to prevent after Tenant becomes or in the exercise of reasonable diligence should have become aware that such activities are being conducted.

10.1.5. Health and Safety Violation. Any action or omission by Tenant that, in Landlord's reasonable judgment, causes a threat to the health or safety of the general public or the users of the Premises or neighboring properties.

10.1.6. Other Covenants. The failure by Tenant to observe or perform any other of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant that continues for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant will not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

10.2. **Landlord Default**. Landlord will be deemed to be in default hereunder if Landlord fails to perform any covenant or condition of this Lease to be performed by Landlord and such failure continues for thirty (30) days after written notice and demand from Tenant, unless the failure is of such a character as to require more than thirty (30) days to cure, in which event Landlord will be in default only if it fails to initiate the cure within thirty (30) days, and thereafter diligently pursue the same to completion.

10.3. **Remedies.**

10.3.1. All Remedies Available. Either party may pursue any remedies provided by law and in equity for the breach of this Lease, including termination of the Lease. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other.

10.3.2. Cure by Landlord. Should Tenant fail to perform in a timely manner any of the covenants or terms of this Lease on its part to be performed, Landlord may (but is not obligated to) perform the same and charge Tenant for the costs thereof, together with interest thereon, at the rate set by statute for interest on judgments, from the date upon which the expense is incurred until paid by Tenant.

11. **NOTICES.** All notices given under this Lease must be in writing and either served personally or sent by certified or registered mail, return receipt requested, to the parties as indicated below or to such other persons, or addressees as either party may designate in writing to the other party:

If to Tenant: SCRIPPS Media Inc.
7280 East Rosewood Street
Tucson, AZ 85710

With a copy to: The E.W. Scripps Company
312 Walnut Street 28th Floor
Cincinnati, OH 45202
Attn: Office of General Counsel

If to Landlord: Director, Department of Transportation
201 N. Stone Ave. 4th floor
Tucson, AZ 85701

With a copy to: Manager, Pima County Real Property Services
201 N Stone Ave, 6th Floor
Tucson, AZ 85701

12. **ASSIGNMENT/SUBLETTING.** Tenant may not, either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and may 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, without first obtaining the written consent of Landlord.

13. **SURRENDER OF PREMISES/HOLDING OVER.** On the last day or earlier termination of the Term of this Lease, Tenant must quit and surrender the Premises, in good condition and repair. Tenant's obligations under this Section will survive the expiration or earlier termination of the Term of this Lease.

14. **SUSTAINABILITY PLAN.** In accordance with the County's Sustainability Plan, Tenant must use all reasonable efforts to use recycled products for its operation within the Premises, and re-use and recycle materials utilized in the Premises.
15. **CANCELLATION FOR CONFLICT OF INTEREST.** This Lease may be cancelled for conflict of interest pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by this reference.
16. **TENANT NOT AN AGENT OF LANDLORD.** Tenant is not an agent of Landlord for any purpose under this Lease or otherwise. Tenant will control activities on the Premises, and Landlord will not control those activities. Tenant's employees and servants will not be under the control of Landlord.
17. **NON-DISCRIMINATION.** Tenant agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Lease as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors**. During the performance of this Lease, Tenant shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
18. **NON-APPROPRIATION.** Notwithstanding any other provision in this Lease, this Lease may be terminated if for any reason, the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Lease. In the event of such termination, County will have no further obligations to Tenant.
19. **CHOICE OF LAW.** The laws of the State of Arizona will apply to any action relating to this Lease and any court action must be brought and maintained in a court in Pima County, Arizona.
20. **NON-WAIVER.** The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Lease to be performed by the other party, or to take any action permitted as a result thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing to it at any time will not be construed as an accord and satisfaction.
21. **INTERPRETATION OF LEASE.** The parties acknowledge that each has had the opportunity to review this Lease with its counsel. This Lease will not be construed

in favor or against either of the parties but will be interpreted fairly and equitably to effectuate the intent of the parties. All provisions contained in this Lease will bind and inure to the benefit of the parties hereto, their successors and assigns.

22. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties and all previous agreements, negotiations, or understandings are superseded by and merged in this Lease.
23. **AMENDMENT.** This Lease may not be amended except by a written instrument duly executed by both parties.
24. **ATTORNEY'S FEES.** In the event any action, suit or proceeding at law or in equity is instituted with respect to this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, expenses and court costs incurred.
25. **AUTHORITY.** The undersigned represent to each other that they have full power and authority to enter into this Lease, and that all necessary actions have been taken to give full force and effect to this Lease. The undersigned further agree to produce all documents reasonably requested by the other party to evidence that the foregoing representation is true and correct, including but not limited to any partnership agreements, trust documents, operating agreements, articles of incorporation, or shareholder agreements.
26. **ATTORNEY'S REVIEW.** Landlord's Attorney is signing as to form only, and represents solely the interests of County. Each party will bear the costs, if any, of their attorney incurred in connection with the negotiation and drafting of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day, month and year written below.

TENANT: SCRIPPS Media, Inc.

By



Date

3-26-18

Title:

VP - GM

LANDLORD: Pima County, a political subdivision of the State of Arizona

Richard Elias, Chairman, Board of Supervisors

Date

ATTEST:

Julie Castaneda, Clerk of Board

Date

APPROVED AS TO CONTENT:



Carmine DeBonis, Deputy County Administrator – Public Works



Ana Olivares, Director, of Transportation



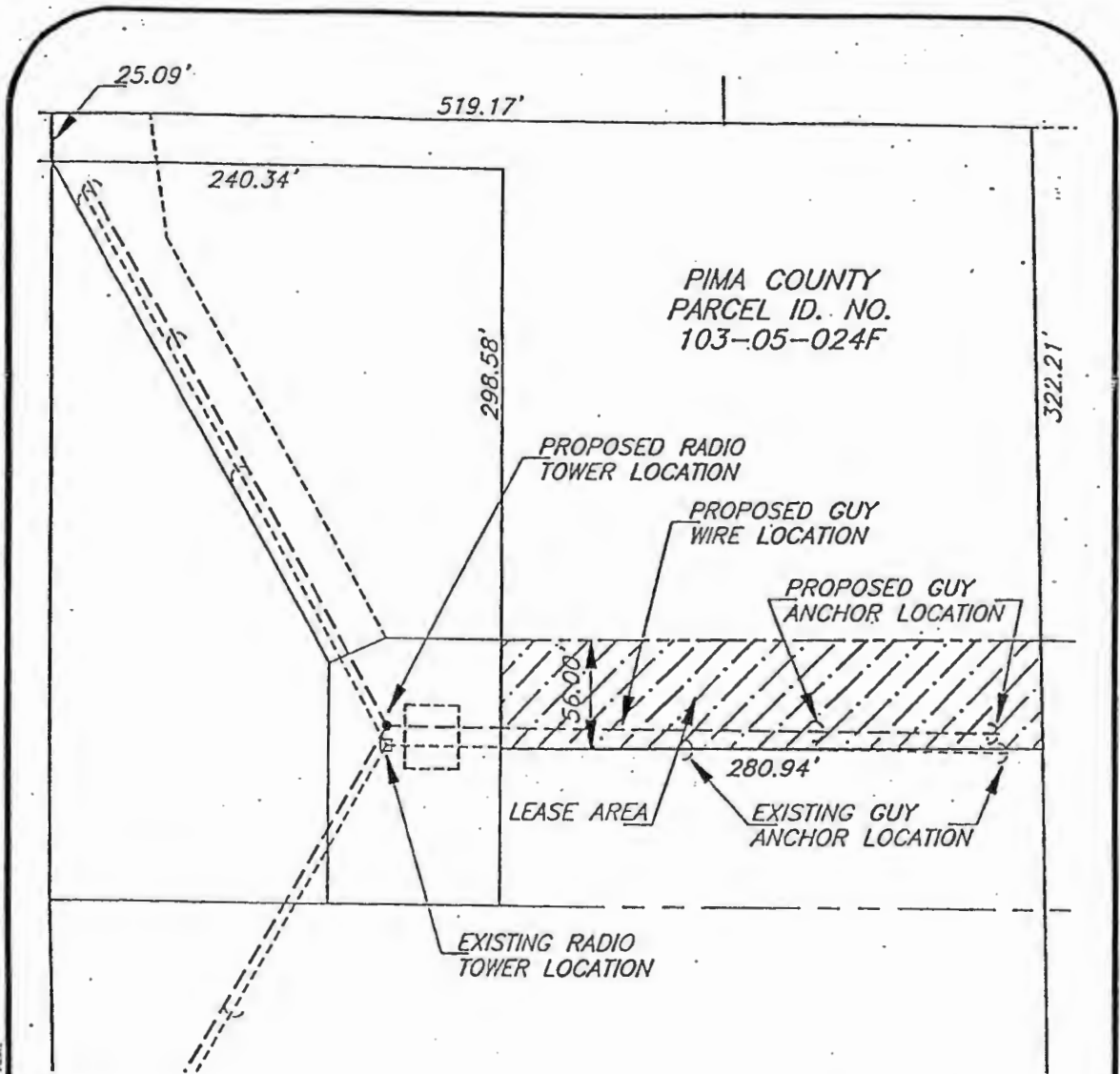
Neil J. Konigsberg, Manager, Real Property Services

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney, Civil Division

EXHIBIT A



P:\111005\Co-lease.dwg, 7/10/2001 at 11:48 AM.

LEASE DESCRIPTION

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 13 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 56.00 FEET OF THAT PARCEL DESCRIBED IN DOCKET 7564, AT PAGE 1050 PIMA COUNTY RECORDERS OFFICE, PIMA COUNTY, ARIZONA.



SCALE: 1"=80'

**PIMA COUNTY LEASE
FOR ZINNIA TOWER
SECTION 21, T13S, R13E**



TETRA TECH, INC.
INFRASTRUCTURE SOUTHWEST GROUP
33 N. Stone Avenue, 14th Floor
Tucson, AZ 85701 (520) 633-7900

DATE: JULY 11, 2001
JOB NO. PJBG 4445