



Contract Number: CTN. PW-14 X 175  
Effective Date : 5-20-14  
Term Date : 6-30-15  
Cost : \_\_\_\_\_  
Revenue : ✓ \_\_\_\_\_  
Total : \_\_\_\_\_ NTE: \_\_\_\_\_  
Action 4-1-15  
Renewal By : \_\_\_\_\_  
Term : 6-30-15  
Reviewed by: [Signature]

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: May 20, 2014

**ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

Pima County ("County") owns that certain 1.26 acre parcel (APN 304-18-9750) known as the Continental Community Center Property located at 530 E. Whitehouse Canyon Road, Continental, AZ 85622 (the "Property"). The Arizona Board of Regents, for and on behalf of the University of Arizona ("ABOR") is a body corporate of the State of Arizona that wishes to utilize a portion of the Property to provide cooperative extension programming for rural youth in the Green Valley, Sahuarita and Continental local area.

County wishes to enter into a Lease Agreement with ABOR as the benefits to the public accruing from the proposed uses under the Lease Agreement would include an opportunity for rural youth in Pima County to learn, participate in and perform greenhouse and gardening activities; the provision of volunteer service opportunities to a number of County residents involved in the cooperative extension program; and the maintenance and improvement of the Property. The term of the Lease will be approximately 1 year [the Lease expires June 30, 2015], at which time the parties will renegotiate the terms of the Lease if ABOR wishes to continue to lease a portion of the Property.

ABOR will pay County \$-0- rent for the lease term, and will pay \$-0- to County to reimburse County for utility expenses. However, ABOR shall provide custodial services for its immediate rental premises as well as for the main bathrooms on the Property which ABOR acknowledges are open to the general public. ABOR will provide programs consistent with its current operations and will not use the Property for any other purpose nor engage in any other business activity on the Property. The below fair rental value lease was published for 4 consecutive weeks in the Daily Territorial as required by A.R.S. Section 11-256.01(B).

**STAFF RECOMMENDATION(S):** *Staff recommends that the Board of Supervisors approve and execute the Lease Agreement with ABOR for the County-owned Continental Community Center Property at 530 East Whitehouse Canyon Road in Continental, Pima County, Arizona.*

Page 1 of 2

Ver. 1  
Vendor 1  
Pgs 17  
To: CoB - 5.7.14  
Agenda 5.20.14  
(3)

PIMA COUNTY COST: \$-0- and/or REVENUE TO PIMA COUNTY: \$-0-

FUNDING SOURCE(S): Not Applicable.  
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

YES       NO

**Board of Supervisors District:**

1     2     3     4     5     All

**IMPACT:**

**IF APPROVED:** County will enter into the Lease Agreement with the ABOR for the Continental Community Center Property at 530 E. Whitehouse Canyon Road in Continental, Arizona, and the public will benefit from the provision by ABOR of its cooperative extension program public services to the local youth community as well as its maintenance of the Property.

**IF DENIED:** County will not enter into the Lease Agreement with the ABOR for the Continental Community Center Property at 530 E. Whitehouse Canyon Road in Continental, Arizona, and the public will not benefit from the provision by ABOR of its cooperative extension program public services to the local youth community as well as its maintenance of the Property.

DEPARTMENT NAME:  Real Property Services  
CONTACT PERSON: Michael D. Stofko TELEPHONE NO.: 520-724-6667

<b>PIMA COUNTY DEPARTMENT OF NATURAL RESOURCES, PARKS &amp; RECREATION</b>  <b>PROJECT: Continental Community Center Lease</b>  <b>TENANT: Arizona Board of Regents, a body corporate, for and on behalf of the University of Arizona</b>  <b>AMOUNT: \$-0-</b>  <b>TERM: Fifteen (15) Months</b>	<b>CONTRACT</b>
	<b>NO. CTN.PW-14000000000000000000175</b> <b>AMENDMENT NO. _____</b> This number must appear on all invoices, correspondence and documents pertaining to this contract.

**LEASE**

1. **Parties.** This lease ("**Lease**") is entered into by and between Pima County, a body politic and corporate of the State of Arizona (hereinafter "**Landlord**" or "**County**"), and the Arizona Board of Regents, a body corporate, for and on behalf of the University of Arizona, (hereinafter "**Tenant**"). This Lease shall be effective (the "**Effective Date**") on the date it is signed by Landlord and Tenant.

2. **Background & Purpose.**

2.1. Landlord owns the real property described on **Exhibit A** attached hereto (the "**Property**"). The common address for the Property is 530 E. Whitehouse Canyon Road, Continental, Arizona 85614. The Property includes a kitchen, classroom, office storage, office, multipurpose room, restrooms, garden and garden storage shed (the "**Premises**").

2.2. Tenant is a body corporate of the State of Arizona that wishes to utilize the Property and Premises to provide cooperative extension programming to the Continental community.

2.3. Landlord has the authority, under A.R.S. § 11-256.01, to lease real property to an instrumentality of the State of Arizona at less than fair market value. Landlord has previously published notice of its intent to enter into this Lease as required by law.

2.4. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the portion of the Property depicted on **Exhibit B**, and identified as **room numbers 6 and 7, restrooms 12 and 13, storage rooms 1, S1, and S2**, as the "**Premises**".

2.5. In furtherance of its stated purposes, Tenant also desires to locate a greenhouse on that portion of the Property depicted on **Exhibit B** as the "**Greenhouse**".

3. **Lease of Premises.** Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, under the terms and conditions and for the purposes set forth herein.

4. **Term.**

4.1. **Term.** The term of this Lease shall commence on the Effective Date and shall terminate on June 30, 2015 (the "**Term**").

4.2. **County's Right to Cancel.** Notwithstanding any other provision of this Lease, County shall have the absolute right to cancel this Lease without cause upon ninety (90) days' written notice to Tenant.

5. **Possession.** From and after the Effective Date, Tenant shall have possession of the Premises and may make improvements to the Premises, provided that Tenant has complied with the provisions of section 8 of this Lease.

6. **Rent; Utilities; Maintenance Expenses.** Tenant shall pay no rent to Landlord, nor shall Tenant be required to reimburse Landlord for Tenant's share of the cost of utilities and Building expenses for the Premises.

7. **Tenant's Obligations.** Tenant shall comply with the following obligations during the term of this Lease:

7.1. **Permitted Activities.** Tenant may use the Premises to provide office space, program space and storage for a variety of programs on a daily basis (the "**Permitted Activities**"). Tenant recognizes that the Premises are shared space, utilized by other agencies on a schedule coordinated by County's Recreation Program Coordinator (the "**Coordinator**"). Tenant shall conduct its daily activities primarily in the office and garden, as set forth in Section 7.5 below. Additional use of the Premises or other areas of the Property by Tenant may be granted by the Coordinator, on an as-needed basis, as requested by Tenant in writing, in person, or via telephone, not less than two weeks in advance of any planned activity. Tenant shall use the Premises solely for providing the Permitted Activities and shall conduct the Permitted Activities continuously during the Term of this Lease.

7.2. **Third Party Contract.** Tenant may not contract with a third party to conduct the Permitted Activities without Landlord's prior written consent, which shall be at Landlord's sole discretion. Any such contractor must comply with all provisions of this Lease.

7.3. **Expenses of Tenant.** Tenant shall conduct all of its operations at the Premises at its own expense and without contribution from Landlord. Tenant shall 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.

7.4. Compliance with Laws. Tenant shall 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.

7.5. Hours of Operation. Tenant shall provide the Permitted Activities at a minimum during the following hours:

Monday to Friday, 8 a.m. to 5 p.m. Upon prior consent by Landlord, Tenant may also utilize the Premises one Sunday per month for up to 3 hours for the purpose of hosting a 4H Club meeting.

7.6 Schedule Changes. Schedule changes to the Tenant's program, or schedule changes to accommodate any new program or special performance, shall require approval in writing from County's NRPR Director or his designated representative. Such schedule changes shall be at no additional cost to Tenant for the duration of this Lease.

8. **Alterations and Improvements to Premises.** Tenant shall provide all furnishings and equipment necessary to establish a functional and effective program.

8.1. Consent Required. Tenant may not make any improvements, alterations, additions, or changes to the Premises (collectively the "**Alterations**") without obtaining prior written consent from:

8.1.1. County's NRPR director or designee if the cost of the Alterations is less than \$15,000.00;

8.1.2. County's Administrator or his designee if the cost of the Alterations is greater than \$15,000.00 and less than \$100,000.00; and

8.1.3. County's Board of Supervisors if the cost of the Alterations is more than \$100,000.00.

8.2. Plans and Specifications. Tenant shall provide County with plans and specifications developed by an Arizona registered architect or engineer for County's review prior to initiating any work. County shall have forty-five (45) days after receipt of the Notice of Alterations to approve or reject the proposed Alterations. Failure of County to respond to the Notice of Alterations within forty-five (45) days after receipt of the Notice of Alterations by County shall be deemed approval.

8.3. Consent Withheld. County shall not unreasonably withhold consent to proposed Alterations; provided, however, it shall be reasonable for County to withhold consent if, among other reasons, the Alterations:

8.3.1. Adversely affect the integrity of any structural, mechanical, or electrical system of any portion of the Premises or affect the integrity of the Premises or

the Premises' features or its infrastructure;

8.3.2. Result in County being required to perform any work that County could otherwise avoid or defer;

8.3.3. Result in an increase in the premiums for any hazard or liability insurance carried by County or result in an increased risk of liability or pose a safety hazard; or

8.3.4. Result in an increase in the demand for utilities or services (including wastewater treatment) that County provides to the Premises.

8.4. No County Liability for Approval of Alterations. County's review of the plans and specifications shall be solely for County's purposes and shall not imply that County has reviewed the plans and specifications for quality, design, laws, compliance or other like matters. Accordingly, notwithstanding that any construction drawings are reviewed by any County architects, engineers, or consultants, County shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in any construction drawings. County's review shall be to determine that the proposed Alterations are consistent with the purposes of this Lease.

8.5. Construction of Improvements.

8.5.1. *Compliance with Law.* All improvements shall comply with all applicable federal, state and local statutes, codes, ordinances, rules and regulations.

8.5.2. *Indemnification.* All construction contracts shall include an indemnification provision requiring the contractor to indemnify, defend and hold harmless County from all losses, claims, suits, demands, expenses, attorney's fees or actions of any kind or nature arising from the contractor's negligent or intentional acts, errors or omissions.

8.5.3. *Insurance.* Tenant shall cause said contractors to obtain insurance coverage of a type and amount acceptable to County and to name Tenant and County as additional insureds with respect to liability arising out of the performance of said contracts. Within thirty (30) days after completion of any buildings or improvements, Tenant shall deliver to County a complete and reproducible set of the plans and specifications of the improvements or buildings as built.

8.6. This paragraph is deleted.

8.7. Property of County. All improvements placed upon the Premises shall become the property of County at the time they are placed thereon, and shall be surrendered to County upon the termination of this Lease, free and clear of all liens and encumbrances of every kind, and in good and operable condition, excluding reasonable wear and tear.

## 9. Maintenance & Repairs.

9.1. Maintenance and Repairs by Tenant. Tenant shall provide custodial services for the Premises, which for purposes of this Section 9.1, include the main bathrooms in the Premises, at Tenant's sole expense Tenant acknowledges that the Premises are open to the general public and that members of the general public use the bathrooms within the Premises.

9.2. Landlord Repairs. Landlord shall maintain and repair the exterior portion of the building, including the roof, exterior walls, parking lot, parking lot lighting, and sewer, water and electrical lines outside of the building, and landscaping.

10. **Signs.** Tenant may affix and maintain upon the Premises such signs relating to the services provided on the Premises as Tenant deems appropriate; provided, however, if such signs are visible outside of the Premises, such signs must first received the written approval of Landlord as to type, size, color, location, copy nature and display qualities; provide further, however, that all signs utilized by Tenant on or about the Premises, whether visible outside the Premises or not, shall at all times comply with the Pima County Sign Code and shall be installed and maintained at Tenant's sole cost. Any and all signs placed by Tenant on the Premises shall be immediately removed by Tenant upon termination of this Lease for any reason, and any damage resulting from such removal shall be repaired immediately by Tenant at its sole cost. Tenant shall pay all costs for construction, erection, installation, maintenance, and repair of any sign either currently in existence or to be erected or installed or otherwise placed on the Premises.

## 11. Environmental.

11.1. Hazardous Material. 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) defined as a "hazardous waste" under NRS 459.400 *et seq.*, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1321), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.* (42 U.S.C. 6903), (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.* (42 U.S.C. 9601) or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. 6991 *et seq.*

11.2. Hazardous Materials Prohibited; Clean Air Act. Tenant shall 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 County, other than such Hazardous Materials which are necessary or useful to Tenant's business and 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 shall comply with applicable provisions of the Clean Air Act, 42 U.S.C. 7401 *et seq.* and Arizona Revised Statutes, Title 49, Chapter 3. Tenant will remediate and clean up, at its sole cost and expense, any contamination of the Premises occurring during the term of this Lease that is caused by Tenant or its agents, employees, contractors or invitees.

11.3. 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 shall promptly notify County in writing and take all actions, at Tenant's sole cost and 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 County's approval of such actions shall first be obtained, which approval shall 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.

11.4. Pre-existing Contamination. County agrees that any Hazardous Materials contaminating the Premises prior to possession of the Premises by Tenant shall not result in liability for Tenant under this Section 11 except to the extent such contamination is aggravated by the action or inaction of Tenant.

11.5. Notices Regarding Environmental Conditions. Tenant shall, within ten (10) business days following receipt thereof, provide County 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.

11.6. Survival. Tenant's and County's obligations under this Section 11 shall survive the expiration or earlier termination of this Agreement and vacation of the Premises.

12. **Entry by Landlord.** Landlord may enter the Premises at reasonable times to inspect the Premises and Tenant's operations thereon.

13. **Security.** Tenant shall be responsible for securing the Premises and preventing

any unlawful or unauthorized use thereof. When the Premises are not open to the Public, they shall be secured in order to prevent unsupervised use or entry into the Premises. Tenant shall contact law enforcement authorities when it appears necessary to protect the Premises and any persons or property thereon, and it shall assist in any resulting prosecution.

14. **Insurance.** The Parties recognize that Tenant, as User, is insured by its participation in the Arizona State Risk Management Program under Arizona Revised Statute Section 41-621 and any liability insurance coverage provided by Tenant shall be that coverage available under Arizona Revised Statute Section 41-621.

14.1. Injury Reports. By the 15<sup>th</sup> of each month, Tenant shall provide to Natural Resources, Parks & Recreation whose address is provided in Section 17, a report listing any incident involving injury to persons or damage to property occurring at the Premises. If any such injury to persons requires emergency medical treatment, Tenant shall contact County within one (1) business day of such incident. County shall have the right to investigate any incident involving injury to persons or damage to property occurring at the Premises and Tenant shall provide County with all information available to Tenant about such incident.

14.2. Waiver of Subrogation. Each party waives its claims and subrogation rights against the other for losses typically covered by property insurance coverage.

14.3. Changes to Insurance Requirements. County retains the right to reasonably increase the limits or types of coverage from time to time as determined in the best interests of County by Pima County Risk Management.

15. This paragraph is deleted.

16. **Tenant Not an Agent of Landlord.** Tenant is not an agent of Landlord for any purpose under this Lease or otherwise. Tenant shall control activities on the Premises, and Landlord shall not control those activities. Tenant's employees and servants shall not be under the control of Landlord.

17. **Notices.** Any notices required hereunder shall be delivered personally or by certified mail, directed as follows:

If to Landlord:

Chris Cawein, Director  
Natural Resources, Parks & Recreation  
3500 W River Rd  
Tucson, AZ 85741-3600  
Phone: (520) 877-6262

If to Tenant:

Real Estate Administration  
Attn: Director  
University of Arizona  
1125 N. Vine Avenue  
Tucson, AZ 85721  
(520) 621-1813

With a copy to:

Stephen H. Husman, Pima County Extension Director  
4210 N. Campbell Avenue  
Tucson, AZ 85719  
Phone: (520) 626-5848

18. **Conflict of Interest.** This Lease is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Lease on behalf of County is, at any time while this Lease or any extension of the Lease is in effect, an employee or agent of any other party to the Lease with respect to the subject matter of the Lease.

19. **Non-Discrimination.** Tenant agrees that during the duration 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. Tenant shall comply with the provisions of Arizona Executive Order 75-5, as amended by Executive Order 99-4 and 2009-09 issued by the Governor of the State of Arizona, which is incorporated into this Lease as if set forth in full herein.

20. **Choice of Law.** The laws of the State of Arizona shall apply to any action relating to this Lease and any court action shall be brought in a court in Pima County, Arizona.

21. **Default/Termination.**

21.1. Termination by Landlord Without Notice. In addition to and notwithstanding County's right to terminate this Lease without cause upon ninety (90) days' written notice to tenant pursuant to paragraph 4.3, this Lease may be terminated immediately by Landlord without advance notice to Tenant for any of the following:

21.1.1. failure of Tenant to carry the required insurance;

21.1.2. violation of any law by Tenant, or any unlawful activities carried out on the Premises;

21.1.3. any action or omission by Tenant that, in County's sole judgment, causes a threat to the health or safety of the general public or the users of the facility;

21.1.4. any actions or omissions by Tenant that unduly interfere with activities of Landlord, or which unduly disturb the quiet enjoyment of neighboring property owners/occupants;

21.1.5. Tenant creates or permits any waste or nuisance on the Premises;

21.1.6. Tenant commits three (3) defaults in a twelve (12) month period, regardless of whether or not Tenant timely cured such defaults as provided below;

21.1.7. Tenant permits the consumption of alcohol on the Premises; or

21.1.8. any other activity or omission that in Landlord's reasonable judgment is not a condition subject to "cure".

21.2. Breach and Opportunity to Cure. Either party may present written notice of default or non-performance to the other party. For any default other than those listed in section 21.1, the non-breaching party may terminate the Lease only if the breaching party fails to cure the default within thirty (30) days of receiving the notice from the non-breaching party. Both parties may pursue any other remedies provided by law for the breach of this Lease. No right or remedy conferred or reserved is intended to be exclusive of any other right or remedy, and each shall be cumulative and in addition to any other right or remedy conferred or reserved in this Lease.

22. **Personal Property.** Tenant shall maintain a current inventory of all items of personal property owned by Tenant and placed or kept on the Premises by Tenant. Any items of personal property left on the Premises upon expiration or earlier termination of this Lease shall become the property of Landlord and may be sold or otherwise disposed of by Landlord without liability to Tenant.

23. **Liens.** Tenant shall timely pay all contractors, subcontractors, mechanics, laborers, or materialmen providing materials or services with respect to the Premises, and shall not permit any lien to attach to the Premises or any interest therein, and shall indemnify and defend Landlord against all legal costs and charges resulting from any such lien.

24. **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, shall 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.

25. **Assignment/Subletting.** Any attempted assignment of this Lease by Tenant without prior written consent from Landlord shall be void. Because of the special nature of this Lease, such consent may be withheld by Landlord in Landlord's sole and unfettered discretion. Such an assignment or sublease, if permitted, does not constitute a release of any obligations of the Tenant due under this lease. This Lease shall be binding on any and all successors and permitted assigns. Tenant shall not sublet any portion of the Premises without the prior written consent of Landlord, which consent shall be at Landlord's sole discretion.

26. **Entire Agreement.** This Lease shall constitute the entire contract between Landlord and Tenant with respect to the Premises and no modification hereof shall be binding unless in writing and signed by both parties.

27. **Exhibits.** The following exhibits to this Lease are fully incorporated herein as if set forth at length:

**Appendix A Description of the Property**

**Appendix B Depiction of the Premises**

28. **Destruction of Premises.** If at any time during the Term of this Lease the Premises becomes partially or totally destroyed by reason of any damage by fire, flood, hurricane, windstorm or other casualty or act of God and the Landlord cannot or does not fully repair the Premises within ninety (90) days through no fault of the Tenant then the Tenant will be relieved of any further obligation, duty or liability under this Lease. If the Premises can be and are repaired fully in ninety (90) days, then the Lease will continue in full force and effect while the repairs are being made, and the Tenant Reimbursement Amount will be abated by the percentage of the total space which is unavailable or not reasonably useful to the Tenant.

29. **Condemnation.** If all or any part of the Premises are taken under the power of eminent domain or sold under the threat of exercise of that power, this lease may be terminated by the Landlord or the Tenant without further obligation on the part of either party.

30. **Quiet Enjoyment.** Landlord warrants that Landlord owns the Property and has the full right to make this Lease. Landlord further covenants that Tenant shall have quiet and peaceful possession of the Premises during the entire Term as against lawful acts of third parties and as against the acts of all parties claiming title to, or a right to possess, the Premises.

31. **Interpretation of Lease.** The parties acknowledge that each has had the opportunity to review this agreement with counsel of its or their choice. This lease shall not be construed most strongly in favor nor most strongly against either of the parties but shall be interpreted fairly and equitably to effectuate the intent of the parties. All provisions contained in this lease shall bind and inure to the benefit of the parties hereto, their successors and assigns.

32. **Non-appropriation of Funds.** The parties recognize that the performance by both Tenant and Landlord may be dependent upon the appropriation of funds by the State Legislature of Arizona, the Board of Supervisors of the County, or the availability of funding from other sources. Should the relevant governing body fail to appropriate the necessary funds, if either party's appropriation is reduced during the fiscal year, or if funding becomes otherwise not legally available to a party hereunder, that party may reduce the scope of this Lease if appropriate or terminate the Lease without further duty or obligation. Each party agrees to notify the other party as soon as reasonably possible after the unavailability of said funds comes to its attention.

**Remainder of this page intentionally left blank**

The parties hereto have executed this Lease on the day, month and year written below.

**TENANT: ARIZONA BOARD OF REGENTS, a body corporate, for and on behalf of the University of Arizona**



\_\_\_\_\_  
Bruce M. Vaughan, Director  
Real Estate Administration

4-17-14

\_\_\_\_\_  
Date

**LANDLORD: PIMA COUNTY, a body politic and corporate of the State of Arizona:**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Robin Brigode, Clerk of the Board

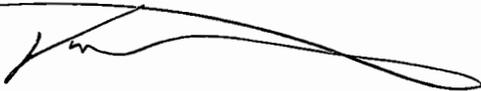
\_\_\_\_\_  
Date

APPROVED AS TO CONTENT



\_\_\_\_\_  
Chris Cawein, Director, Natural Resources, Parks & Recreation

APPROVED AS TO FORM:



\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney, Civil Division

EXHIBIT A

CONTINENTAL COMMUNITY CENTER

530 E. Whitehouse Canyon Road, Continental, AZ 85614

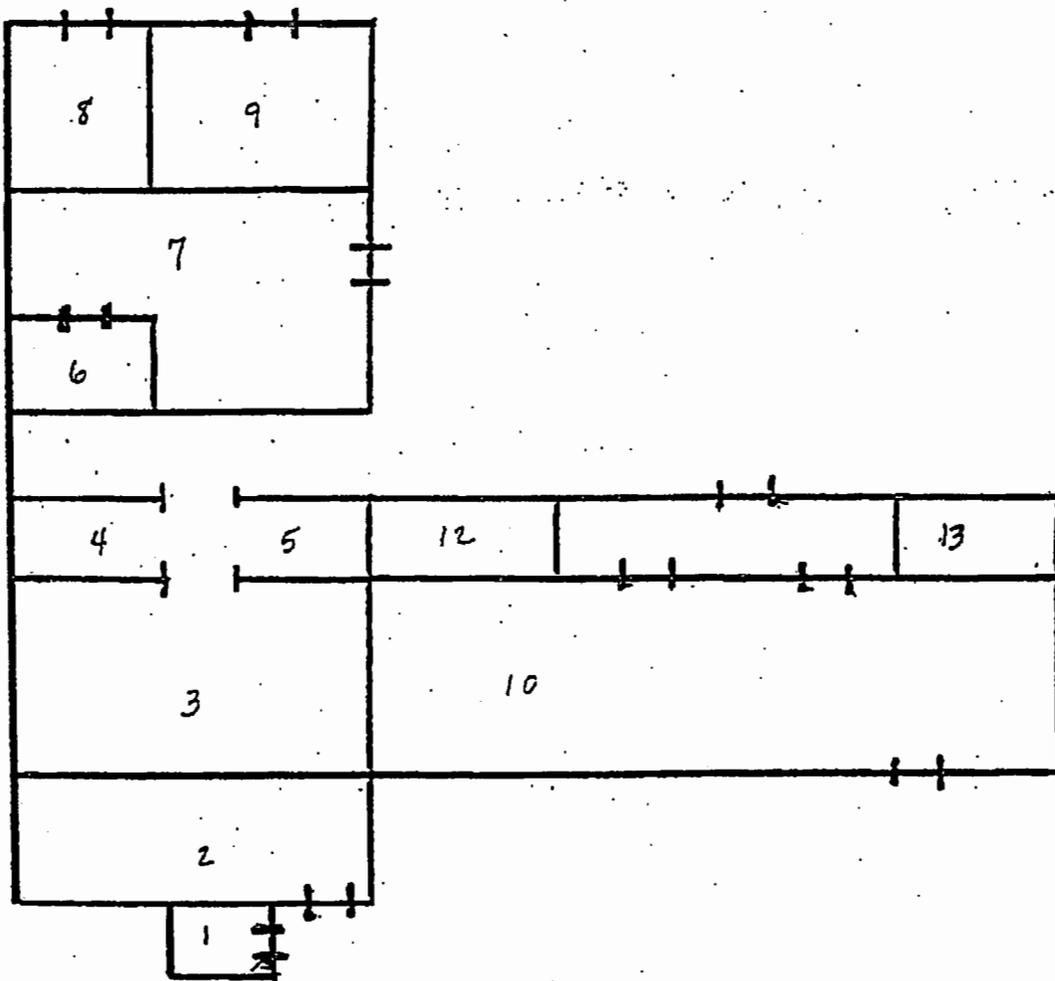
IRR PCL LYG S & W OF WHITE HOUSE CANYON RD  
& E OF SPRR IN CONTINENTAL CANOA LAND GRANT  
1.26 AC SEC 24-18-13

Map, Book, Parcel 304-18-9750

Continental Community Center Exhibit "B"

S1

GH



S2