



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

**Requested Board Meeting Date:** July 7, 2015

**or Procurement Director Award** ☐

**Contractor/Vendor Name (DBA):** Larry E. & Clarie B. Klingler, d/b/a First Plaza, LLC

**Project Title/Description:**

Dewhirst Catalina Library new Lease to extend the term of occupying the same premises for the past 11 years.

**Purpose:**

This Lease will allow the Catalina library to continue to provide children's story time, three different book clubs for adults, access to six computers and individual computer assistance by appointment to residents of Catalina and the northern portion of Pima County. The term of this lease is for three years and will expire on April 30, 2018. There are two (2) options to extend the term of the lease, each for three (3) additional years. The Library District may cancel this lease due to insufficient funding at any time by giving as much written notice as possible to the landlord. In addition, the lease can also be canceled for any reason by giving 90 days written notice to Landlord. The Landlord has granted one free month rent in exchange for the Library installing new carpet at their expense in the past year.

**Procurement Method:**

Board of Supervisors Contracts Policy D 26.4.

**Program Goals/Predicted Outcomes:**

The Dewhirst library will providing continuous services for children & adults for three more years unless the lease is canceled sooner.

**Public Benefit:**

Residents in northern Pima County and Catalina will still have access to books, public computers, children's story time and book clubs for adults.

**Metrics Available to Measure Performance:**

Continuous library services for children and adults to the Catalina and northern Pima County community.

**Retroactive:**

May 1, 2015. On April 16th after the Library recommended closing this library as part of their FY 2015 budget, the term of the lease was changed from this original 3 year term to a month to month lease. Since the library's recommendation was recently revised to allow this library to remain open by reducing library hours, the landlord has requested the 3 year lease be processed.

*To: COB. 6-24-15 (1)  
Pgs. - 13*

**Original Information**

Document Type: CT Department Code: LIB Contract Number (i.e., 15-123): 15-469  
Effective Date: 5/1/2015 Termination Date: 4/30/2018 Prior Contract Number (Synergen/CMS): CT LIB 12\*108  
☒ Expense Amount: \$ 172,000.00 ☐ Revenue Amount: \$ \_\_\_\_\_  
Funding Source(s): Library District

Cost to Pima County General Fund: \$0.00. Library District Operating Fund #2051.

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards  
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards  
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

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

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_  
Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Melissa Loeschen

Department: Facilities Management

Telephone: 724-8230

Department Director Signature/Date: \_\_\_\_\_

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: \_\_\_\_\_

(Required for Board Agenda/Addendum Items)

*Handwritten signatures and dates:*  
Department Director: *[Signature]* 5/19/15  
Deputy County Administrator: *[Signature]* 5-21-15  
County Administrator: *[Signature]* 5/21/15

**LEASE AGREEMENT  
FOR  
CATALINA LIBRARY  
15631 N. ORACLE ROAD, SUITE 191**

<b>CONTRACT</b>	
NO. <u>CT-LIB-150000000000000000000000469</u>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

This Lease Agreement is entered into by and between **LARRY E. and CLAIRE B. KLINGLER, d/b/a FIRST PLAZA, LLC** ("Landlord") and **PIMA COUNTY LIBRARY DISTRICT**, a body politic ("Tenant").

**WITNESSETH:**

**WHEREAS**, Tenant has occupied the Premises pursuant to that certain lease between Landlord and Tenant's predecessor in interest, Pima County, Arizona, dated May 1, 2004, which was amended by that certain First Amendment effective May 1, 2009, and by that certain Second Amendment effective May 1, 2012 which expires effective April 30, 2015; and

**WHEREAS**, Landlord and Tenant wish to enter into a new lease for the Premises to allow Tenant to continue its occupancy of the Premises;

**NOW, THEREFORE**, In consideration of the mutual promises contained herein, the parties agree as follows:

**ARTICLE I**

**PREMISES AND TERM:**

**Premises;** Landlord hereby demises and leases to Tenant, and Tenant hereby leases from Landlord that certain space (the "Premises"), more particularly described on Exhibit "A" which is attached hereto and made a part hereof consisting of 2,402.6 sq. ft. in suite # 191 in the building (the "Building") at 15631 N. Oracle Road in Catalina, Arizona, which Building is a part of a shopping center called the First Plaza Center (the "Plaza"). Tenant, and Tenant's employees and invitees, will also have the non-exclusive use of the common areas and parking areas associated with the Plaza. There will be no fewer than sixty (60) parking spaces available in the parking areas. Seven (7) spaces will be reserved exclusively for Tenant's patrons and will be clearly marked "Reserved for Library Patrons Only."

**Term;** The term ("Term") of this Lease and Tenant's obligation to pay rentals is for a period of three (3) years and commences on the first day of May, 2015, and ends on the last day of April, 2018 unless sooner terminated or extended as provided herein.

**Renewal Options:** Tenant has two (2) options to renew and extend the Term of this Lease for three (3) years each, on the same terms and conditions as contained in the Lease. The monthly rental rate for each renewal term will be negotiated, prior to renewal, based on the prevailing market rent at the time of renewal. Each such option is exercisable by Tenant in writing at any time not less than sixty (60) days prior to the expiration of the Term, or the expiration of any subsequent renewal Term

## ARTICLE II

### RENT:

**Base Rent:** Tenant will pay to Landlord as base rent ("Base Rent") for the Premises, the sum as outlined in the schedule of rental payments below, in equal monthly installments in advance on the first day of each month without demand during the Term. Tenant will pay the sum that is due on May 1, 2015 upon execution of this Lease.

<u>Year</u>	<u>\$/Sq. Ft.</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
1	\$19.63	\$3,930.25	\$43,232.78
2	\$20.31	\$4,066.40	\$48,796.81
3	\$21.02	\$4,208.55	\$50,502.65

**Commercial Lease Tax:** In addition to monthly Base Rent payments, Tenant will simultaneously pay all applicable commercial lease taxes.

**Tenant's Share of Operating Expenses:** Tenant will pay, in addition to Base Rent, Tenant's Share (defined below) of the Operating Expenses (defined below).

"Operating Expenses" means all direct costs of operation, repair, and maintenance of the Plaza, as determined by Landlord's standard accounting practices, which includes the following costs by way of illustration, but not limitation: real estate taxes; utilities (including water and sewer charges); premiums for property insurance covering the Premises; maintenance costs for the Plaza, including striping and resurfacing of the parking areas, landscaping; and signage including upkeep of all common areas. Operating Expenses do not include depreciation on the Building or the Plaza, or equipment therein, loan payments, executive salaries, or real estate broker's commissions.

"Tenant's Share" of expenses is that portion of all such expenses which is equal to the ratio of gross floor area occupied by Tenant to the floor area of all the buildings in the Plaza Center which have been completed as of the end of each billing period. Landlord and Tenant agree that, upon the commencement of this Lease, Tenant's Share is 21.6%.

**Statement of Operating Expenses:** Landlord will provide an itemized statement (the "Statement") showing the total Operating Expenses for the previous year, and a calculation of Tenant's Share of those expenses to Tenant by January 31 of each year during the Term. Within thirty (30) days after receipt of the Statement for a given year, Tenant will pay in full the amount due from Tenant for that year, subject, however, to Tenant's inspection and audit rights set forth in ARTICLE XXIV below. If an audit or inspection pursuant to ARTICLE XXIV below reveals that Tenant has paid more than Tenant's Share of the Operating Expenses, Landlord will promptly refund any such overpayment.

**Not-to-Exceed Amount:** Tenant's total monetary obligations under the Lease, including Base Rent and its share of taxes and Operating Expenses, will not exceed \$172,000.00 during the initial term of

the Lease.

### ARTICLE III

#### **LANDLORD'S WARRANTIES:**

Landlord warrants and represents as follows;

**Use:** Neither the present use of the Building, nor the use of the Premises as a library or office, is in violation of any law, ordinance, requirement or regulation of any governmental authority.

**Asbestos:** the Building and the Premises are asbestos free. In the event the Tenant discovers (ACMTs) Asbestos Containing Materials in or on the Premises, such materials will be removed or safely contained at Landlord's sole expense. Under no circumstances will these materials present a hazard to the Building's occupants. In the event such removal is necessary, Tenant's rent will abate in its entirety during the removal process or, at Tenant's option, this Lease will terminate immediately without additional cost or liability to either party.

**Compliance with Laws and Regulations;** The Building and the Premises comply with all present laws, ordinances, requirements and regulations of all governmental authorities affecting the Building or the Premises, and meet the requirements of the Occupational Safety and Health Act.

**Compliance With The Americans With Disabilities Act (ADA):** The exterior of the Premises, including the rest of the Building, and the common areas and parking area, comply with all current, applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. Tenant will be responsible for notifying the Landlord of any ADA discrepancies.

### ARTICLE IV

#### **TENANT'S USE:**

Tenant may use and occupy the Premises as a library, a business office or for any other purpose in keeping with the general character of the Building and permitted by law.

### ARTICLE V

#### **SUBLETTING AND ASSIGNMENT:**

Tenant may not sublet the Premises or any part thereof nor assign this Lease without the prior written consent of Landlord, which consent Landlord agrees it will not unreasonably withhold, provided that the proposed subtenant or assignee has agreed to use the Premises in a manner compatible with the standards of use by other tenants in the Building.

Landlord may not assign any of its interest, rights, liabilities or obligations under this Lease without

prior written permission of Tenant.

## ARTICLE VI

### END OF TERM:

Tenant will, at the expiration of the Term, or at the expiration of any renewal or extension period thereof, surrender the Premises in as good condition as the same will have been at the time possession thereof was delivered to Tenant except for ordinary wear and tear and damage by the elements, by fire or explosion (regardless of how or by whom any such damage may be caused) or by any other casualty or by any unavoidable or unforeseen cause.

## ARTICLE VII

### REPAIRS AND MAINTENANCE:

Maintenance; Landlord will maintain in good repair and keep clean the exterior of the Building including but not limited to the structural walls, roof and exterior lighting, the common areas (including the parking areas) and all driveways and walks in front of or adjacent to the Building.

Landlord further agrees that it will maintain the electrical systems within the Building and the Premises in compliance with the National Electrical Code and any other applicable Federal, State or local electrical codes; that it will modify and maintain the exterior portions of the Premises, Building, and common areas in accordance with ADA, and OSHA requirements as those regulations now exist or may be amended in the future.

Tenant will maintain and repair the interior of the Premises including the HVAC system in good condition and repair, normal wear and tear and damage from causes beyond Tenant's control excepted.

**Repairs:** Landlord will, at its sole cost and expense, make all repairs to the exterior of the Building and Premises, except when the disrepair (exclusive of any disrepair resulting from fire, smoke, steam or explosion) is directly attributable to the sole negligence of Tenant, its servants, agents or employees. In the event of a breakdown or needed repairs to the Premises or equipment associated therewith, Tenant will make a reasonable attempt to notify Landlord or its agent of such breakdowns or needed repairs, and Landlord will immediately cause to be made such repairs or replacements as are necessary to correct such condition within ten (10) days from the date of notice (except that, in the event of any condition requiring repairs of an emergency nature, the period shall instead be limited to one (1) day). Nothing herein restricts Tenant's right to make immediate repairs to correct unsafe or unsanitary conditions or any other condition hazardous to the safety and welfare of Tenant's employees or others and to deduct the cost of such repairs from the next month's rental payment.

**Access to the Premises:** Tenant will permit Landlord and authorized representatives of Landlord to enter the Premises at times convenient to Tenant for purposes of inspection, making any repairs and performing any work therein as may be necessary for Landlord to comply with the provisions of this Article. Landlord, in the performance of any such work, shall cause as

little inconvenience, annoyance, disturbance, or damage to Tenant as may reasonably be possible under the circumstances. Landlord will defend, indemnify and hold Tenant harmless from all loss, damage or claim arising out of Landlord's failure to carry out its responsibilities under this Article.

**Landlord's Liability:** Landlord will be fully responsible for all acts and omissions of all the contractors and subcontractors it employs to perform work hereunder, as well as all persons directly or indirectly employed by the contractors, and of persons for whose acts any of them may be liable, to the same extent that Landlord is responsible for the acts and omissions of persons directly employed by it. Nothing in this Lease creates any obligation on the part of Tenant to pay or see to the payment of any money due any contractor, except as may be required by law.

## **ARTICLE VIII**

### **ALTERATIONS:**

Landlord agrees that Tenant may alter and rearrange the Premises from time to time as may, in the opinion of Tenant, be necessary or desirable, provided, however, that such alterations and rearrangements may not adversely affect the structural soundness of the Building. Landlord further agrees that, at the end of the Term or any renewal or extension period thereof, Tenant may quit and surrender the Premises as altered, subject only to the provisions of Article VI hereof. Tenant may securely attach to the Premises, with screws or otherwise, such fixtures or other articles as may be convenient for the conduct of its business, including, but not limited to, desks, counters, partitions, shelving, lighting fixtures and safes. Said fixtures may be maintained during the continuance of the Term, and any renewal or extension thereof and all such fixtures installed by Tenant remain the personal property of the Tenant and, at its election, may be removed by Tenant at, or prior to, the expiration of the Term or any renewal or extension period thereof, provided that Tenant must repair any material damage caused by such removal.

## **ARTICLE IX**

### **UNSUITABLE USES, TENANT'S RIGHT TO CANCEL:**

If during the Term, or any renewal or extension period thereof, any portion of the Building is used for any purposes which may, in Tenant's opinion, render the Premises unsuitable or undesirable for the Tenant's use, Tenant may, at its option, cancel and terminate this Lease and its obligations hereunder by giving Landlord not less than ninety (90) days' notice of its intention to do so.

## **ARTICLE X**

### **DAMAGE OR DESTRUCTION:**

In case of the total destruction of the Building or of the Premises by any cause whatsoever either

during the Term or prior thereto, or during any renewal or extension period thereof, or in case of such partial destruction thereof as to render the Premises untenable and unfit for Tenant's occupancy, then in any such event, this Lease will cease and terminate as of the date of such damage or destruction, and the Rent and other charges hereunder, including any Rent paid in advance, will be adjusted and apportioned as of the date of such damage or destruction; provided, however, that should the Premises be capable of restoration to its previous good tenable condition within sixty (60) days from the occurrence of such damage, Landlord will enter and, at its sole cost and expense, repair the same with all reasonable speed, and this Lease will continue in full force and effect, but the Rent will abate during the period from the date of such damage until such time as the repairs have been completed. Delay of more than fifteen (15) days by Landlord in commencing repairs in a case in which the Premises is capable of restoration within sixty (60) days will entitle Tenant to declare the Lease terminated as of the date of the occurrence of such damage. In the event of the partial destruction of the Premises (by any cause whatsoever) not rendering the Premises untenable, Landlord will immediately repair or restore the Premises at the sole cost and expense of Landlord, and Rent, until the completion of such repairs or restorations, will abate in proportion of the area of the Premises which is unusable by Tenant.

## ARTICLE XI

### INSURANCE AND INDEMNIFICATION:

**Insurance Requirements:** Each party will maintain the following insurance for the Term of this Lease. Liability coverage will continue for at least two (2) years following the expiration or termination of this Lease.

1. Commercial General Liability insurance with limits not less than \$1,000,000 covering the party's liability for bodily injury, personal injury, and property damage.
2. Workers' Compensation insurance, if required by law.
3. Landlord will maintain Commercial Property and Boiler & Machinery insurance covering not less than the 95% of the replacement value of the building and Tenant will maintain similar coverage with limits not less than 95% of the actual cash value of the contents. Each party waives its claims and subrogation rights against the other for losses typically covered by property and boiler and machinery insurance coverage.

As a political subdivision of the State of Arizona, Tenant may self-insure or pool any insurance requirement as authorized by law.

**Indemnification:** To the extent permitted by law, each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnatee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims result in vicarious/derivative liability to the indemnatee, and are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.



## **ARTICLE XII**

### **QUIET ENJOYMENT:**

As long as Tenant performs and observes all the covenants, agreements and undertakings of this Lease on Tenant's part to be performed and observed, Tenant will have quiet, peaceful and uninterrupted possession, use and enjoyment of the Premises.

## **ARTICLE XIII**

### **CONDEMNATION:**

In the event of the complete or partial condemnation of the Building or the parking area, Tenant has the option to cancel this Lease within ninety (90) days after possession of the land or other property is legally authorized to be taken by the governmental authority. If Tenant has not exercised such option, or if Tenant indicates its intention not to exercise such option in writing to Landlord prior to the expiration of such option periods. Landlord will, at its own expense, and with all reasonable speed, restore the remaining portion of the Premises as nearly as practicable to the same condition as it was in prior to such condemnation or taking, provided, however, that the Rent shall abate during the period from the date of such taking until such time as the restoration has been completed; and after such completion the Rent specified hereunder will abate in an amount proportionate to the area of the Premises so condemned or taken. The rights of Landlord and Tenant to share in the net award payable upon condemnation will be determined according to law and equity on all relevant facts at the time of such condemnation.

## **ARTICLE XIV**

### **COST OF SERVICES:**

In the event of the failure by Landlord to comply in a proper and timely manner with any of its obligations as set forth in this Lease, Tenant is hereby authorized to perform the same on behalf of Landlord. The expenses borne by Tenant in so performing Landlord's obligations will be paid to Tenant by Landlord upon demand or, at the option of Tenant, may be deducted from payments of Rent.

## **ARTICLE XV**

**SIGNS:**

Tenant may letter the doors and windows of the Premises and affix its standard signs and plaques to the Building in keeping with the local zoning and sign codes and ordinances. Such signs and plaques remain the property of Tenant and are removable at its election.

**ARTICLE XVI****HOLDOVER:**

In the event that Tenant remains in possession of the Premises after the expiration of the Term, or of any renewal or extension period thereof, this Lease will automatically extend on a month to month basis upon the same terms and conditions as contained in the Lease. In the event of such extension, either party may terminate this Lease by giving the other party ninety (90) days' prior written notice by mail of its intention to do so.

**ARTICLE XVII****PRONOUNS:**

The use of the neuter singular pronoun in referring to Landlord is a proper reference even though Landlord may be an individual, a corporation, a partnership or a group of two or more individuals or corporations.

**ARTICLE XVIII****CAPTIONS:**

The captions are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Lease or the intent of any provision thereof.

**ARTICLE XIX****SUCCESSORS AND ASSIGNS:**

The covenants and conditions herein contained apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto.

**ARTICLE XX****NON - APPROPRIATION/FUNDING****INSUFFICIENCY:**

Notwithstanding any provision of this Lease, the Lease may be canceled at any time during the Term upon written notice to Landlord, if for any reason sufficient monies for the purpose of maintaining this Lease are not appropriated or available to Tenant. In the event of such

cancellation Tenant shall give Landlord as much notice as is possible. Tenant has no further obligation to Landlord in the event of such cancellation.

#### **ARTICLE XXI**

##### **CANCELLATION;**

Notwithstanding any provision to the contrary contained herein, this Lease may be cancelled at any time, for any reason by Tenant upon ninety (90) days' written notice to Landlord pursuant to Article XXXI of this Lease. In the event of such cancellation, rent shall cease and Tenant will have no further obligation to Landlord

#### **ARTICLE XXII**

##### **CONFLICT OF INTEREST:**

This Lease is subject to cancellation for conflict of interest pursuant to A.R.S. section 38-511, the pertinent provisions of which are incorporated herein by reference.

#### **ARTICLE XXIII**

##### **APPLICABLE LAW:**

Landlord and Tenant will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Lease. The laws and regulations of the State of Arizona govern the rights of the parties, the performance of this Lease and any disputes hereunder. Any action relating to this Lease must be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules and regulations during the terms of this Lease will apply but do not require an amendment.

#### **ARTICLE XXIV**

##### **BOOKS AND RECORDS:**

Pursuant to ARS 35-214, Landlord will retain, and require all subcontractors to retain, for inspection and audit by Tenant and the Arizona Auditor General, all books, accounts, reports, files and other records relating to performance of this Lease for a period of five (5) years after its completion or if later, until any related proceedings initiated during the five (5) year period are completed. Upon request by Tenant or the Auditor General, Landlord will produce a legible copy or the original of all such records at the administrative office of Tenant or the office of the Auditor General.

#### **ARTICLE XXV**

##### **NON-DISCRIMINATION IN EMPLOYMENT:**

The parties will comply with all provisions and requirements of Arizona Executive Order 75-5, as amended by Executive Order 2009-09, which is hereby incorporated into this contract as if set

forth in full herein, including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, neither party will 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.

#### **ARTICLE XXVI**

##### **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 conditions of this Lease to be performed on the part of the other, 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 it at any time will not be construed as an accord and satisfaction.

#### **ARTICLE XXVII**

##### **REMEDIES:**

Either party may pursue any remedies provided by law for the breach of this Lease. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Lease.

#### **ARTICLE XXVIII**

##### **SEVERABILITY:**

If any provision of this Lease is held to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable to the full extent permitted by law.

#### **ARTICLE XXIX**

##### **ENTIRE LEASE AGREEMENT:**

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Lease may not be modified, amended, altered or extended except through a written amendment signed by the parties.

### **ARTICLE XXX**

#### **AUTHORITY:**

Landlord warrants its right and power to enter into this Lease. Tenant has no liability to Landlord or any third party if this Lease is declared null and void in a judicial or administrative proceeding.

### **ARTICLE XXXI**

#### **NOTICES:**

Any notice required or permitted to be given under this Lease must be in writing and served by delivery or by certified mail upon the other party. Notice to Pima County will be addressed and mailed as follows:

Pima County Catalina Library  
c/o Pima County Facilities Management  
150 W. Congress, 3rd Floor  
Tucson, Arizona 85701

Notice to Landlord will be addressed and mailed as follows:

Larry E. and Claire B. Klingler  
3900 W. Moore Road  
Tucson, Arizona 85742  
(520) 742-5510

or to any other address that the parties may from time to time designate pursuant to this Article.

### **ARTICLE XXXII**

#### **CHANGE IN OWNERSHIP:**

If ownership of the Premises or the name or address of the party entitled to rent will be changed, Tenant may, until receipt of written notice of such change, continue to pay rent to the party to whom and in the manner in which the last preceding installment of rent was paid. Tenant will not be subject to double liability for any rent so paid.

#### **IN WITNESS WHEREOF:**

The parties hereto have executed this Lease, to be deemed effective as of the day, month and year first written above.

**TENANT:**

PIMA COUNTY LIBRARY DISTRICT  
A BODY POLITIC

\_\_\_\_\_  
Sharon Bronson, Chair, Board of Supervisors

Date \_\_\_\_\_

**ATTEST:**

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

Date \_\_\_\_\_

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Michael L. Kirk, Director, Facilities Management

Date 5/19/15

\_\_\_\_\_  
Pat Corella, Deputy Director, Library District

Date 4/14/15

**APPROVED AS TO FORM:**

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

Date 4/14/15

**LANDLORD:**

LARRY E. & CLAIRE B. KLINGLER

\_\_\_\_\_  
Larry E. Klingler

\_\_\_\_\_  
Claire B. Klingler

# EXHIBIT A

