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SITE LEASE AGREEMENT NO. 1005.340.RC/4-2011
FIVE MILE HILL RADIO EQUIPMENT

This Lease Agreement is entered into on the 1st day of July, 2011, between Rim Communications, hereinafter known as Lessor; the Gila County Board of Supervisors and the Gila County Sheriff's Office, hereinafter known as Lessee.

Whereas Lessee wishes to install, operate, and maintain certain 2-way transmitting and receiving equipment (two repeaters) and associated equipment, described in detail in Exhibit A, attached hereto and made a part hereof. The parties hereto agree as follows:

1. Lessor authorizes Lessee to install, operate, and maintain, at Lessee's expense and risk, equipment in Lessor's premises at Five Mile Communication Site, located in Coconino National Forest in Coconino County, Arizona. The placement on the premises and manner in which this equipment is installed must be approved by Lessor. Lessor grants that this approval will not be unreasonably withheld. However, Lessor may require the presence of Lessor during initial and subsequent installations of equipment.
2. Lessee shall have the unrestricted right to enter and leave the premises where equipment is located. Lessee must, however, notify Lessor prior to installing or removing equipment from the site.
3. **TERM:** The initial term of this lease shall be for a period of three year(s) commencing on July 01, 2011. After the initial term, Lessee shall have the option of extending this Lease for two (2) additional renewal terms of one (1) year each. Any renewal shall be made as an addendum in writing, attached hereto and made a part hereof, signed by both parties in this agreement not less than sixty (60) days prior to the end of the then current term. The maximum term of this Lease, if Lessee exercises both renewal options, is five (5) years, terminating on June 30, 2016. If Lessee wishes to continue occupation in Lessor's premises beyond the conclusion of its second renewal option, Lessee shall have the right to either request extending this lease for future terms, or negotiate a new lease with Lessor. Lessee may cancel this agreement, with or without cause, by sending notice to Lessor via

certified mail or courier not more than 30 days prior to the end of a then current lease term. Lessor may cancel this agreement, with or without cause, by sending notice to Lessee via certified mail or courier within 90 days prior to the end of a then current lease term.

4. PAYMENT: The Monthly Rent shall be \$975 per month paid in monthly installments due on the first day of each month starting with the commencement date. Annual Rent (after 12 months) shall increase on the first anniversary date of this agreement by four percent (4%), and on each anniversary date thereafter by four percent (4%) throughout the Initial Term and Renewal Terms of this contract.
5. During the term hereof Lessor will be responsible for all repairs required to premises, except repairs required because of Lessee's negligence or use of premises. At the conclusion of this lease, Lessee will remove all of its property, with the exception of any RF transmission lines, associated connectors, and any mounting hardware that has been permanently affixed to either the building or tower, and will surrender the premises to Lessor in as good order and condition as when received, except ordinary wear and tear.
6. Except for its own acts, Lessor shall not be held liable to Lessee, or to any other person, for any loss or damage due to personal injury, property damage, libel, slander, or imperfect or unsatisfactory communications experienced by Lessee, or customers of Lessee's, for any reason whatsoever. Lessee will indemnify and hold Lessor harmless from any loss, damage, or liability, occasioned by, or arising in connection with this lease, or any act or failure to act by Lessee, its agents, or employees.
7. As this site is located on Forest Service land, the Lessee will be required to pay his assessed share of the annual permit fees as charged by the United States Forest Service. The Lessee will be billed, along with appropriate Forest Service documentation, on November of each year and will be payable in 30 days. This fee is based on type of usage, population covered, and is explained in the United States Forest Service Fee Schedule. (As Gila County is a public entity these fees have always been waived in the past, as they will be for the upcoming 2008 year.)
8. Lessee warrants that its equipment will not cause any interference to any existing equipment installed at this site. Should such interference occur, Lessee will make the necessary repairs to eliminate said interference. Lessee agrees to equip any transmitting equipment with ferrite isolators, bandpass cavities, and any other equipment necessary to accomplish the above, and further agrees to have any modifications necessary to bring its equipment in conformance with good engineering standards, as determined by Lessor's engineer.
9. Lessee shall at its own expense obtain and keep in force during the term of this lease a policy of liability insurance in the amount of not less than \$1,000,000 per occurrence. The limits of the insurance policy, however, shall not limit the liability of the Lessee.
10. Lessor agrees to provide, and pay for, all electrical power usage while this contract is in effect. This would include, but not be limited to, normal electrical usage, emergency backup power and air conditioning.

12. Failure or delay on the part of the Lessor or the Lessee to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.
13. This contract shall bind and inure to the benefit of the parties hereto and to their respective heirs, representatives, successors, and assigns.
14. This lease contains the entire lease of the parties hereto and may not be modified, except by instrument in writing.
15. CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511.

IN WITNESS WHEREOF, The parties have executed and bound this agreement on the _____ day of _____, 2011.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

**Bryan B. Chambers, Chief Deputy County Attorney
 for Daisy Flores, County Attorney**

GILA COUNTY SHERIFF'S OFFICE:

John R. Armer, Gila County Sheriff

LESSOR:

RIM COMMUNICATIONS

Steve Bingham

Lessor Signature

Steve Bingham, DBA

Print Name *Rim communications*