



## AMENDMENT NO. 5 to LEASE AGREEMENT

*The following amendments are hereby incorporated into the agreement for the below project*

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### GILA COUNTY AND PAYSON PLACE LLC

Amendment No. 5 to the Lease Agreement made this 16<sup>th</sup> day of March, 2016, by and between Payson Place, LLC, an Arizona limited liability company, hereinafter referred to as "Lessor" and Gila County, Arizona, for the benefit of the Gila County Attorney's Office, hereinafter referred to as "Lessee".

### RECITALS

**WHEREAS**, Landlord leased certain Premises to Lessee in Suite 3 on the attached site plan, in Payson Place located at 616 South Beeline Highway, City of Payson, County of Gila, State of Arizona, pursuant to that certain Lease agreement dated September 20, 2011, hereinafter referred to as the "Lease", in which the Premises are more particularly described; and,

**WHEREAS**, Lessor and Lessee are mutually desirous of amending the terms of the Lease as provided herein below.

**NOW, THEREFORE**, Lessor and Lessee hereby mutually agree as follows:

1. To renew the lease for a term of six (6) months, beginning on April 1, 2016, and expiring September 30, 2016. The monthly rent for this lease shall be at the existing rental rate of Eight Hundred dollars (\$800.00), plus 2.62% (\$20.96) privilege tax. (Privilege tax is comprised of a 0.5% tax charged by the State of Arizona and 2.12% tax charged by the Town of Payson), for the term of April 1, 2016 to September 30, 2016.
2. Lessee will pay rent of \$4,800.00 plus privilege tax of \$125.76 for six (6) months' rent. The Lessor, Payson Place, LLC, 4848 E. Cactus Road, Suite 505, Box 109, Scottsdale, AZ 85254; will send an invoice for the six (6) month period of the term of this lease, as applicable, within thirty (30) days of the due date. In the event this lease is terminated, Lessor will return to Lessee all unexpended prepaid rent.

All other terms and conditions of the Lease Agreement, signed and dated September 20, 2011, unless specifically amended hereby, shall remain in full force and effect through the end of the extended lease term.

**TENANT:**

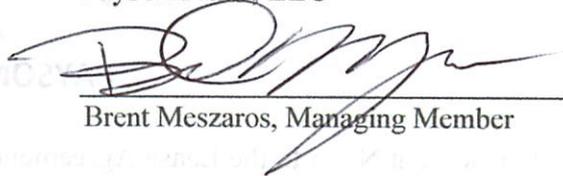
Gila County Arizona



Don E. McDaniel, Jr., County Manager

**LANDLORD:**

Payson Place, LLC



Brent Meszaros, Managing Member



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### **RECITALS**

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