

RESOLUTION NO. 343

WHEREAS, the CENTRAL YAVAPAI HOSPITAL DISTRICT, has requested a new lease for ten (10) years of the old Yavapai County Hospital building and site, and

WHEREAS, such a lease requires notice, and public auction to the highest bidder for such lease,

THEREFORE, IT IS RESOLVED that on Monday, the 17th day of January, 1977, at 1:30 o'clock P. M., in the Board of Supervisors chambers in the Yavapai County Court House at Prescott, Arizona, the Board of Supervisors will offer the old Yavapai Hospital building and site for lease for a ten (10) year term to the highest bidder for cash rental upon the terms and conditions set forth in Exhibit "A" attached hereto and made a part hereof.

BE IT FURTHER RESOLVED that notice of auction shall be published once each week for four (4) consecutive weeks in the Courier, a newspaper of general circulation in Yavapai County, Arizona, the dates of publication shall be on December 24, and 31, 1976 and January 7, and 14, 1977.

ADOPTED this 6th day of December 1976.

YAVAPAI COUNTY, ARIZONA

By John Blam
Chairman, Board of Supervisors

ATTEST:

Alice L. L. L. L.
Clerk

NOTICE OF HEARING

NOTICE IS GIVEN that the Board of Supervisors of Yavapai County, Arizona, will, on the 17th day of January, 1977, at 1:30 o'clock p.m., in the Board Room in the County Court House, Prescott, Arizona, offer to the highest qualified bidder for cash, a lease upon the following described property in Yavapai County:

PARCEL I:

A parcel of land and building in the Southwest Quarter of Section 28, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the Northwest corner of said building, from which the Southwest corner of said Section 28 bears South 5°52'20" West distant 1573.53 feet; thence South 14°03' West 47.74 feet; thence South 75°49' East 1.38 feet; thence North 14°03' East, 4.00 feet; thence South 75°49' East 103.25 feet; thence South 1°04' East 26.00 feet; thence North 88°56' East 5.02 feet; thence South 1°04' East 15.05 feet; thence South 88°56' West 94.59 feet; thence South 1°04' East 42.64 feet; thence North 88°56' East 1.38 feet; thence North 1°04' West 3.97 feet; thence North 88°56' East 110.97 feet; thence North 1°04' West, 5.50 feet; thence North 88°56' East, 20.62 feet; thence North 1°04' West 0.97 feet; thence South 88°56' West 3.56 feet; thence North 1°04' West 58.37 feet; thence North 88°56' East 122.29 feet; thence South 1°04' East 40.70 feet; thence North 88°56' East 30.02 feet; thence North 1°04' West 40.63 feet; thence North 88°56' East 82.58 feet; thence North 1°04' West 51.93 feet; thence South 88°56' West 84.45 feet; thence North 1°04' West 54.72 feet; thence South 88°56' West 31.06 feet; thence South 1°04' East 54.67 feet; thence South 88°56' West 34.21 feet; thence North 1°04' West 10.33 feet; thence South 88°56' West 15.13 feet; thence North 1°04' West 32.75 feet; thence South 88°56' West 15.75 feet; thence North 1°04' West 16.83 feet; thence South 88°56' West 35.82 feet; thence South 1°04' East 66.39 feet; thence South 88°56' West 35.87 feet; thence North 1°04' East 66.39 feet; thence South 88°56' West 35.87 feet; thence North 12°22' East 8.16 feet; thence North 75°49' West 117.93 feet to the POINT OF BEGINNING.

together with the building thereon and all of the hospital furnishings and equipment owned by Yavapai County and situated upon and in said building, upon the following terms and conditions

1. The lease will include such hospital furnishings and equipment as were situate upon the leased premises on December 1, 1962 and any replacements thereof.

2. Lessee shall comply with all applicable laws and regulations of the State of Arizona and Arizona State Department of Health, and the laws and regulations of the United States Department of Health, Education and Welfare and Public Health Service and shall comply with the provisions of the Federal Survey and Construction Act and amendments thereto.

3. Lessee shall provide and pay for the following insurance:

a. Fire and extended coverage insurance upon the leased structure and personal property in an amount sufficient to prevent Lessor or Lessee from becoming co-insurers under the terms of the policies, with loss payable to Lessor for its interest in the insured property.

b. Comprehensive public liability coverage, including property damage, insuring Lessor and Lessee against liability for injury to persons or property occurring in or about the leased premises or arising out of the ownership, maintenance or occupancy thereof, in the amount of not less than \$100,000.00 for any one person injured or killed, and not less than \$300,000.00 for any one accident and not less than \$50,000.00 for personal property damage in any one accident.

4. Lessee shall maintain the interior and exterior of the leased structure and the leased equipment in as good condition as when leased, ordinary wear and tear, actions of the elements, and unavoidable casualty only excepted.

5. Lessee shall:

a. Agree to provide hospitalization and medical care to the indigents of Yavapai County,

b. To maintain a County clinic thereon; and

(c) To contract with the County directly or through a sublessee, satisfactory to the County, to provide such services upon mutually agreeable terms. Failure or refusal to contract for or to provide hospitalization and medical care for the indigent residents of Yavapai County will void the lease.

6. Lessee shall keep the property and premises clear of all liens and encumbrances, and shall provide that any sublessee or person using said property by authority of Lessee shall hold the County harmless from all claims for damage to property or injury to persons arising out of such use or occupancy of the premises.

7. Lessee shall pay all charges for water, gas, electricity, telephone or other services utilized on the premises.

8. Improvements or alterations costing more than \$2,500.00 may not be made without the prior written approval of Lessor.

9. In event of destruction of the leased building by any cause for which insurance is paid, the proceeds of such insurance shall be used to reconstruct the building or provide a replacement upon the site; provided, that if Lessee elects to move the site for reconstruction to another location, County shall not be so obligated and shall retain such insurance funds, and this lease shall be terminated.

10. Failure to pay the agreed upon rent when due will be grounds for termination of the lease by the County.

DATED December 6, 1976.

YAVAPAI COUNTY, ARIZONA

By John Blam
Chairman, Board of Supervisors

ATTEST

Lucile Johnson
Clerk

Publish: December 24, and 31, 1976 and January 7, and 14, 1977.