AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lease Agreement; 202 Georgia

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Lease agreement for space at 202 E. Georgia to Belmont Company who is running low-income housing project. Temproray lease for office space as they lease up the units

Fiscal Impact:

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, additional rent income in 2020. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/28/2020

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok. db 8/28/20 (Please see note below.)

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/28/2020 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\emense Discharge Date: 8/28/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 9/1/2020

Revised April 2015

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into on this 26th day of August, 2020, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Lessor") and the Belmont Development Company, LLC whose address is 222 E. Main Street, First Floor, Oklahoma City, OK 73104 ("Lessee").

WHEREAS, Lessor owns the real property located at 202 E. Georgia, Gunnison, Colorado 81230 ("Blue House"); and

WHEREAS, Lessor has determined that it would be in the best interest of the public if a portion of the Blue House, consisting of approximately 225 sq. feet ("Leased Space"), were leased to Lessee for temporary office space; and

WHEREAS, Lessee desires to lease from Lessor the Leased Space, and Lessor desires to lease to Lessee the Leased Space; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, Lessor and Lessee do hereby agree as follows:

1. GRANT OF LEASE.

Lessor hereby leases to Lessee the Leased Space as an office space and to occupy and use the same only as set forth in this Lease Agreement.

2. TERM OF LEASE.

The term of this Lease Agreement shall commence on September 1, 2020 and terminate on December 31, 2020 ("Term"), unless otherwise terminated or extended under the terms of this Lease Agreement or mutual agreement of the Lessor and Lessee.

3. LEASE IS NONEXCLUSIVE.

Lessor expressly reserves the right to enter and use the Leased Space, and construct improvements on it, for any and all purposes that will not substantially interfere with Lessee's use.

4. CONSIDERATION.

In full and complete consideration of the rights granted herein, Lessee shall pay Lessor THREE HUNDRED FIFTY DOLLARS per month during the Term of this Lease Agreement. Said payment shall be payable to the "Gunnison County Finance" and forwarded by US

mail to 200 East Virginia, Gunnison, CO 81230. Payments shall be made in a timely manner and received no later than the 15th of every month during the Term of this Lease Agreement.

5. UTILITIES.

Lessor shall provide and be financially responsible for heating, water, electric and janitorial services for the Leased Space. Lessee shall be responsible and pay Lessor on a quarterly basis for telephone, and internet services and any and all other costs not identified herein that may be associated with Lessee' use of the Leased Space.

6. USE OF PROPERTY.

Lessee shall use the Leased Space exclusively and only for an office space. Lessee shall have all rights and privileges for shared use of the areas within the Blue House known as "Common Areas" (i.e., meeting room, entryway, restroom and kitchen). Lessee shall also be entitled to storage areas located in the basement and garage, to be identified by the Lessor. Lessee agrees to conduct its use of the Leased Space, Common Areas and storage areas in a professional, orderly and good workmanlike manner. Lessee, its agents, and employees, will not discriminate against any person or class of person by reason of race, age, religion, gender, creed, sexual preference or national origin in providing any use of the Leased Space. There shall be no alcohol allowed in the Leased Space or within and/or outside of the Blue House.

7. FURTHER ORDERS, RULES AND REGULATIONS.

Lessor and Lessee agree that, during the Term of this Lease Agreement, in addition to or notwithstanding any terms of this Lease Agreement, Lessor may adopt and enforce such orders, rules or regulations as in the discretion of the Lessor which is reasonably necessary for the administration, protection or maintenance of the Leased Space, Common Areas and storage areas within and/or outside of the Blue House.

8. OPERATIONS.

Lessee agrees to secure all necessary licenses, permits and other approval required by Gunnison County, the State of Colorado, or the United States of America that may be necessary or associated with Lessee's business and/or use of the Leased Space.

9. MAINTENANCE, REPAIRS AND IMPROVEMENTS.

During the Term of this Lease Agreement, Lessor, at Lessor's discretion, shall provide for maintenance, repairs and necessary improvements to the Leased Space.

Lessee shall not modify, alter or reconstruct the Leased Space, Common Areas, storage areas or other areas within and/or outside the Blue House without the prior written consent of Lessor.

All equipment placed by Lessee at its expense in, on or about the Leased Space, including all fixtures temporarily affixed to the Leased Space but which may be removed without damage thereto, shall remain the items of Lessee and Lessee shall have the right at any time during the term hereof or at its termination, to remove all such equipment.

10. TAXES.

Lessor shall keep the Leased Space free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, county, state and federal) which may now or hereafter be imposed.

11. DAMAGE TO OR DESTRUCTION OF PROPERTY.

During the Term of this Lease Agreement notwithstanding anything herein to the contrary, in the event the Lessee Space or any portion of it or any improvements to it are damaged or destroyed, partially or wholly, by fire or otherwise, Lessor shall be under no obligation whatsoever to repair, replace or rebuild the same or to provide substitute Leased Space or improvements.

12. LIABILITY

Lessee agrees to obtain and keep in force, throughout the Term of this Lease Agreement, comprehensive general public liability insurance, including personal injury protection:

a. For any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars ($350,000); and

b. For an injury to two or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars ($990,000).

Additionally, Lessee agrees to obtain and keep in force, throughout the term of this Lease Agreement, personal property insurance coverage on any and all of Lessee's personal property in the Leased Space and storage areas (i.e. Furniture, fixtures, computer equipment, etc.).

Lessee shall provide Lessor with copies of appropriate insurance policies, as described above, within thirty (30) days after the execution of this Lease Agreement, listing Gunnison County as an additional insured. The insurance coverage required pursuant to this paragraph 13 shall remain in force during the term of this Lease Agreement and no cancellation or reduction may be made without thirty (30) days prior, written notice to Lessor. Lessee shall not allow the placement of any lien or other claim against the Lessee

Offices by reason of any improvements placed upon the Leased Space, and shall indemnify, hold harmless and defend Lessor against any claim upon the premises, the Lessee Offices, Leased Space or whatsoever.

Lessor shall maintain in effect fire, casualty and extended coverage from the Colorado Counties Casualty and Property Pool (CAPP) on the structures and improvements of the Leased Space during the Term of this Lease Agreement. Lessee agrees to pay the deductible for each claim for which Lessee is responsible.

Nothing in this Lease Agreement, including but not limited to the required insurance or the existence of the insurance required hereunder, is or shall be construed to be a waiver, in whole or in part, by the Lessor of any defense or claim of governmental immunity, or a waiver of any other provision of law relating to the liability of governmental units or the limits thereof, provided by the Colorado Governmental Immunity Act or otherwise.

13. INDEMNIFICATION.

During the Term of this Lease Agreement, Lessee shall indemnify, hold harmless and defend Lessor, its Board of County Commissioners, its officers, agents and employees, against any claim for injury or damage caused by any act or omission of Lessee or any other person arising from the use of the Leased Space.

14. WARRANTIES.

Lessor makes no warranties, either express or implied, as to any matter whatsoever, including but not limited to, the condition of the Leased Space.

15. OWNERSHIP.

The Blue House and Leased Space within, is and shall at all times be and remain, the sole and exclusive property of Lessor, and Lessee shall have no right, title, or interest therein or thereto.

16. DEFAULT

Lessee shall be considered to be in default of this Lease Agreement upon failing to keep, perform and observe each and every other covenant, term or condition set forth in this Lease Agreement which failure continues for a period of more than 30 days after written notice from the Lessor of such breach or default.

No waiver of default by either party of any of the terms or conditions herein to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms or conditions herein contained to be performed, kept and observed by the other party.

17. TERMINATION.

This Lease Agreement shall be terminated if:

A. Lessee is determined to be in default as set forth in paragraph 16 above; or

B. Lessor determines that the Leased Space is not being used for the purposes as set forth in this Lease Agreement or an alternative use of said Leased Space would be more beneficial to the best interest of the public.

If this Lease Agreement is terminated, it is agreed that Lessor may retake possession of the premises upon thirty (30) days written notice to Lessee and that Lessee shall surrender and return the Leased Space to Lessor in good condition, normal wear and tear excepted.

18. MISCELLANEOUS.

a. SEVERABILITY. If any clause or provision of this Lease Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

b. AMENDMENT. No amendment, alteration, modification of or addition to this Lease Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Lease Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

19. NOTICES

Service of all notices under this Lease Agreement shall be sufficient if sent via certified mail return receipt requested to the following address:

Lessor: Board of County Commissioners
of the County of Gunnison, Colorado
c/o County Manager's Office
200 East Virginia Avenue
Gunnison, CO 81230

Lessee: Belmont Development Company, LLC
222 E. Main Street, First Floor
Oklahoma City, OK 73104

20. PROHIBITION UPON ASSIGNMENT.

Without the prior written consent of Lessor, Lessee shall not (a) assign, transfer, pledge, or hypothecate this Lease Agreement, or any part thereof, or any interest therein, or (b) convey, sublet or lend the Leased Space or any part thereof.

21. GOVERNING LAW, JURISDICTION AND VENUE

This Lease Agreement is entered into in the County of Gunnison, State of Colorado, and it is agreed that the proper jurisdiction and venue of any legal action regarding the interpretation and/or enforcement of this Lease Agreement, or any document related hereto, shall be the County or District Court of the County of Gunnison, State of Colorado and this Lease Agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and be binding upon the parties hereto, their successors and assigns.

22. ENTIRE AGREEMENT

Lessor and Lessee agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications, unless expressly reserved herein, shall be valid unless executed by an instrument in writing by Lessor and Lessee with the same formality as this Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy County Clerk

Belmont Development Company, LLC

By: _____

ATTEST:

_____
Secretary