

## TOWN OF CASTLE ROCK PARKING LEASE AGREEMENT

**DATE:** \_\_\_\_\_, 2023.

**PARTIES:** **DOUGLAS COUNTY SCHOOL DISTRICT RE-1**, a Colorado school district, 620 Wilcox Street, Castle Rock, Colorado 80104 (“Landlord”).

**TOWN OF CASTLE ROCK**, a Colorado home-rule municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Tenant”).

### RECITALS:

**WHEREAS**, Landlord is the fee simple owner of certain real property more particularly described in the attached *Exhibit A* (“Property”); and

**WHEREAS**, the Property includes a parking lot with 122 parking spaces (“Parking Lot”); and

**WHEREAS**, Tenant wishes to enter into this Lease in order to lease 55 parking spots within the Parking Lot in a location more particularly described in the attached *Exhibit B* (“Premises”); and

**WHEREAS**, Landlord is willing to lease the Premises to Tenant and Tenant is willing to lease the Premises upon the terms, covenants and conditions set forth in this Parking Lease Agreement (“Lease”).

**NOW, THEREFORE**, in consideration of the lease of the Premises and the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

**Section 1. Lease of the Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for the purpose of public parking spaces. Tenant shall have the right to govern the parking uses allowed on the Premises, including the right to exclusively allow public parking at certain dates and times. Landlord shall have the right to simultaneously use the Premises for parking as long as said use does not interfere with the Tenant’s use of the Premises, including but not limited to for the purpose of parking for Landlord’s public meetings. Tenant shall have the right to sub-lease all or a portion of the Premises upon prior written approval of Landlord and provided that the terms and conditions of this Lease, including all necessary insurance requirements for such sub-lease, shall be enforced. Tenant is familiar with the condition of the Premises. Landlord makes no representation or warranties as to the physical condition of the Premises or its suitability for Tenant’s intended use.

**Section 2. Term.** The term of this Lease shall be for one (1) year, beginning on the date of execution of this Lease, as extended pursuant to this Section 2, and subject to earlier

termination as set forth herein (“Term”). The Lease shall automatically renew for ten (10) additional consecutive one (1) year terms.

Either Party may terminate this Lease upon thirty (30) days written notice to the other Party. In the event of termination, the Tenant shall remove any signs.

**Section 3. Rent.** Tenant shall pay Landlord, without offset, deduction, or abatement, rent in the amount of fifty dollars (\$50) per parking space per month (“Rent”), for a total of \$33,000 rent per year. Rent shall be payable monthly, in advance, without notice in equal monthly installments of Two Thousand Seven Hundred Fifty Dollars (\$2,750) and shall be paid to Landlord at 701 Prairie Hawk Drive Castle Rock, CO 80109.

**Section 4. Signs.** Tenant, at Tenant’s sole expense, may install and maintain on the Premises reasonable signage to designate the 55 spaces for general public use.

**Section 5. Maintenance.** Landlord shall maintain the Parking Lot in accordance with applicable law and Landlord policy and shall invoice Tenant for its pro rata share of annual maintenances costs (“Tenant’s Pro Rata Share”), including but not limited to snow removal, lighting, paving, striping, and resurfacing costs. Tenant shall pay the Tenant’s Pro Rata Share within thirty (30) days of its receipt of such invoice.

**Section 6. Taxes.** The Premises are currently tax exempt. In the event real property taxes are imposed on the Premises because of this Lease, Tenant shall pay such taxes.

**Section 7. Insurance.** Tenant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to cover the obligations of Tenant imposed by this Lease and naming Landlord as an additional insured, as set forth in the Certificates of Insurance attached as *Exhibit C*.

**Section 8. Indemnification.** To the extent permitted by law, Tenant shall defend, indemnify, and hold harmless Landlord from and against any obligations, claims, losses and damages, including costs and attorney’s fees, resulting from Tenant’s use of the Premises under this Lease.

**Section 9. No Third Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Lease, and all rights of action relating to such enforcement, shall be strictly reserved to the Tenant and Landlord, and nothing contained in this Lease shall give or allow any such claim or right of action by any other third party on such Lease. It is the express intention of the parties that any person other than the Tenant or Landlord receiving services or benefits under this Lease shall be deemed to be an incidental beneficiary only.

**Section 10. Default and Remedies.** In the event either party should default in performance of its obligations under this Lease, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney’s fees and costs in such legal action; provided, however, that no Party will be entitled to lost profits, economic

damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

**Section 11. Colorado Governmental Immunity Act.** The parties understand and agree that the Parties are relying on, and do not waive or intend to waive by any provision of this Lease, the monetary limitations (presently \$424,000.00 per person, \$1,195,000.00 for two or more persons, per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to either Party, its officers, or its employees.

**Section 12. Notice.** Any notice required or permitted by this Lease shall be in writing and shall be deemed sufficiently given for all purposes if sent by electronic mail, certified mail or registered mail, postage and fees prepaid, addressed to the party for whom such notice is to be given at the address set forth on the first page of this Lease, or at such other address as has been previously furnished in writing to the other party. Such notice shall be deemed given when deposited in the United States Mail or when sent via electronic mail.

**Section 13. Entire Agreement.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all the remaining provisions of this Agreement shall continue in full force and effect.

**Section 14. Waiver.** A waiver by any party to this Lease of the breach of any term or provision of this Lease shall not operate or be construed as a waiver of any subsequent breach by either party.

**Section 15. Governing Law and Venue.** This Lease shall be governed by the laws of the State of Colorado and any legal action concerning the provisions hereof shall be brought in the Douglas County District Court.

**Section 16. Reserved.**

**Section 17. Assignment, Subletting, and Sale of Tenant's Interests.** Tenant shall not assign, sublet, or sell Tenant's interest in this Lease or the Improvements without prior written approval of the Landlord.

**Section 18. Counterparts.** This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by electronic mail.

**Section 19. Authority.** The individuals executing this Lease represent that they are expressly authorized to enter into this Lease on behalf of Landlord and Tenant and bind their respective entities. This Lease is executed and made effective on the first date written above.

[Signature Page to Follow]

**TENANT**

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to Form:**

**Approved as to Content:**

\_\_\_\_\_  
Lena McClelland, Assistant Town Attorney

\_\_\_\_\_  
David L. Corliss, Town Manager

**LANDLORD**

**DOUGLAS COUNTY SCHOOL DISTRICT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

**EXHIBIT B**

PREMISES

**EXHIBIT C**

TENANT'S CERTIFICATE OF INSURANCE