

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") entered into this 6th day of June, 2013 and between the City of Littleton, a Colorado municipal corporation ("Landlord") and Barbara Superchi ("Tenant").

AGREEMENT:

1. **PREMISES.** Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions as hereinafter set forth, the premises legally described on Exhibit A attached hereto and made a part hereof (the "Premises") and more commonly known and described as 6755 South Santa Fe Drive, Littleton, Colorado 80120, together with any rights of way, easements and any other rights, if any, appurtenant thereto.
2. **TERM OF LEASE.** The term of this Lease shall extend from twelve o'clock noon on the 6th day of June, 2013, and shall continue for the natural life of Tenant or ten years, whichever is less. This Lease shall terminate upon the earlier of death of Tenant, or upon vacating or abandoning of the Premises by Tenant or ten years from the above date, whichever occurs first. Abandonment shall be deemed to have occurred when the Premises shall not be occupied by Tenant for a period of one hundred twenty (120) consecutive days and such failure to occupy the Premises shall not be caused by Tenant's health or any other such event outside of the Tenant's reasonable control.
3. **RENT.** Tenant covenants to promptly and faithfully pay the base rent and any payments of additional rent as may be required elsewhere in this Lease. Tenant has paid to Landlord for the full term hereof the sum of One Hundred and no/100th dollars (\$100.00) (the "Base Rent"), the receipt of which is acknowledged by Landlord. In addition to the Base Rent, Tenant shall be responsible for the payment of all "additional rent" provided in this Lease, and all other expenses associated with the operation of the Premises, at the offices of Landlord located at 2255 West Berry Avenue, Littleton, Colorado 80120, Attention: City Manager.
4. **USE OF PREMISES.** Tenant shall have the right to use and occupy the Premises for residential uses. Tenant covenants throughout the term of this Lease, at Tenant's sole cost and expense, to promptly comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof.
5. **PAYMENT OF TAXES AND ASSESSMENTS.** Tenant shall pay, in addition to the installments of Base Rent, the following:

- a. **Payment of Taxes.** The parties expect the Premises shall be exempt from taxation, provided, however, that if any governmental subdivision with jurisdiction over the Premises determines that this Lease creates an interest in real estate which is taxable, Tenant shall promptly pay any such real property taxes assessed against the Premises as such real property taxes become due. Tenant covenants and agrees to pay all personal property taxes, water rents, sewer rents and charges levied (which are hereinafter collectively referred to as "Taxes") which are assessed, imposed or become a lien upon the Premises or the contents, or become payable during the term of this Lease. Any such Taxes falling due during the year of commencement or termination of the term of this Lease shall be apportioned between Landlord and Tenant as of the date of said commencement or termination.
 - b. **Advance of Payment.** Landlord shall have the right but not the obligation to advance funds necessary for the payment of any Taxes. Any such advance shall in no way affect any other remedy available to Landlord pursuant to the terms of this Lease.
6. **INSURANCE.** During the term of this Lease and for any further time that Tenant shall hold the Premises, Tenant shall obtain and maintain at her expense the following types and amounts of insurance:
- a. Tenant shall keep all buildings and improvements on the Premises, including all alterations, additions, improvements, interior finish, and landlord-owned contents, insured against loss or damage by fire or other casualty. Tenant shall also maintain insurance against liability for bodily injury and property damage, all in amounts and forms of insurance policies as may from time to time be required by Landlord. Landlord shall be named as an additional insured under the foregoing liability coverage. The parties agree that the insurance shall be in the amounts and forms of coverage as identified on the Certificate of Insurance (Travelers/Tag-Stengel & Raisley dated May 12, 2013), which was provided by Tenant to Landlord upon the execution of this Lease.
 - b. Tenant shall, from time to time as requested by Landlord, furnish certificates of insurance, in a form and substance acceptable to Landlord, in Landlord's sole and subjective discretion, specifying that the policies described above are in full force and effect. All insurance required by virtue of this Paragraph 6 shall be written with an insurance company licensed to do business within the State of Colorado and approved by Landlord (which approval shall not be unreasonable withheld). Tenant shall not cancel, terminate, or reduce the coverage required herein without the written consent of Landlord.

7. **ASSIGNMENT AND SUBLETTING.** Neither this Lease nor any interest herein may be assigned by Tenant, voluntarily or involuntarily, by operation of law or otherwise, and neither all nor any part of the Premises shall be subleased by Tenant.

8. **UTILITIES.** Tenant shall promptly pay charges for water, heat, gas, electricity and other public utilities used on the Premises. Landlord shall not be liable for any loss or damage caused by an interruption or failure of utility services serving the Premises.

9. **NET LEASE.** Tenant has inspected and accepts the Premises in their present condition, and acknowledges that the Premises are tenantable and in good condition. This Lease is intended to be a net lease and, Landlord shall have no obligation of any kind to make any expenditures of any nature upon the Premises. Tenant, at its cost, shall maintain in good condition the foundations, bearing walls, subflooring, roof and all other structural parts of the Premises, and the exterior walls (including painting thereof). Tenant shall also, at its own cost and expense, maintain, repair and keep in good order the interior and exterior of the Premises and each and every part thereof and all appurtenances thereof, including but not limited to glass, doors, sidewalks, yard areas, railings, fences, curbs, wiring, plumbing, sewer system, heating, air cooling installations and other parts of the building. Tenant shall not permit, commit or suffer waste, impairment or deterioration of the Premises or the improvements thereon or any part thereof, reasonable wear and tear excepted.

10. **INDEMNITY PROVISIONS.** Tenant agrees to exonerate, hold harmless, protect and indemnify Landlord, its agents, officers and employees, or any owner of the Premises, from and against any all losses, damage, claims, suits or actions, judgments and costs which may arise during the term hereof for personal injury, loss of life or damaged property sustained in or about the Premises or the improvements and appurtenances thereto upon the Premises or upon the adjacent sidewalks and streets; and from and against all costs, counsel fees, expenses and liabilities incurred in any such claims, the investigation thereof or the defense of any action or proceeding brought thereon; and from and against any judgments, orders, decrees or liens resultant therefrom and any fines levied by any authority for violation of any law, regulation or ordinance by virtue of the use of the improvements and appurtenances thereto situated upon the Premises. This indemnity shall include any loss for the filing of mechanics' and/or materialmen's liens.

11. **ENVIRONMENTAL LAWS.** Tenant acknowledges Tenant is leasing the Premises in an "as is" condition and Landlord makes no warranties or representations concerning the existence of hazardous or toxic substances on the Premises or whether such substances were used in the construction, improvement or operation of the Premises. For the purposes of this provision, the term "hazardous or toxic substances" shall include but not be limited to substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the

Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq.*, the Hazardous Materials Transportation Act 49 U.S.C. Section 1808, *et seq.*; or the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*, or in the regulation adopted and publications promulgated pursuant to said laws. Tenant further acknowledges it was associated with the Landlord's predecessor-in-title and Tenant has actual knowledge concerning the physical condition of the Premises. Without limiting the generality of the foregoing statements, Landlord specifically disclaims any knowledge relative to the matters set forth below except as specifically identified in: (1) the Phase I Environmental Site Assessment prepared for Central Construction by Western Environment and Ecology, Inc., dated September 12, 2001; (2) the Phase II Environmental Site Assessment prepared for the City of Littleton by SECOR International, Inc., dated December 2, 2002; and (3) the Phase III Environmental Site Assessment prepared for the City of Littleton by SECOR International, Inc., dated May 5, 2003:

- a. Landlord has no knowledge of asbestos insulation, urea formaldehyde insulation, or any other toxic or hazardous substances which may have been used in the construction of the improvements, if any.
- b. Landlord has no knowledge of hazardous materials, substances or wastes including asbestos and radon gas on the Premises.
- c. Landlord has no knowledge whether the Premises was used for radium refinement or for storage of oils, other petroleum by-products or other hazardous materials, whether spills of any such substances have occurred on the Premises or on any land adjacent to the Premises.
- d. Landlord has no knowledge of prior actions to abate the Premises from asbestos-containing materials or from other hazardous or toxic substances or materials.
- e. Landlord has knowledge of underground storage tanks on the Premises or of the prior existence of any underground tank or tanks to the extent that such information was disclosed to Landlord by Tenant's predecessor-in-title.
- f. Landlord has received no notice of any violation or claimed violation of any law, rule or regulation relating to hazardous wastes, substances, or materials.

Tenant covenants that Tenant shall not bring on to the Premises, store, use or dispose any hazardous or toxic substances as defined above. The indemnity provision set forth in Article 10 of this Lease specifically includes Tenant's obligation to indemnify, protect and hold Landlord harmless against any claim resulting from the storage, use or disposal of such hazardous or toxic substances on the Premises.

12. **ALTERATIONS TO PREMISES.** Tenant shall have the right, at its sole expense, to make changes or alterations to the building on the Premises; provided, however, that in all cases any such changes or alterations shall be made subject to the following conditions, which Tenant agrees to observe and perform:

- a. **No Structural Changes.** No change or alteration shall at any time be made which shall impair the structural soundness or diminish the value of the building on the Premises or disturb or interfere with the quiet enjoyment of any other tenants or lessees.
- b. **Permits.** No change or alteration shall be undertaken until Tenant shall have procured and paid for all required municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction. All plans and specifications relating to any change or alternation shall be submitted to Landlord for its approval, which shall not be unreasonably withheld.
- c. **Compliance With Law.** All work done in connection with any change or alteration shall be done in a good and workmanlike manner and in compliance with all building and zoning laws, and with other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and the appropriate departments, boards and officers thereof.
- d. **Insurance.** At all times when any change or alteration is in progress, there shall be maintained, at Tenant's expense, Worker's Compensation Insurance in accordance with the law or laws now or hereafter enacted governing all persons employed in connection with the change or alteration and general liability insurance for the mutual benefit of Landlord and Tenant, expressly covering the additional hazards due to the change or alteration.
- e. **Security Against Liens.** Prior to the construction of any improvements, the repair or restoration of any improvements, or any work to be done upon the Premises which shall exceed \$10,000.00. Tenant shall furnish to Landlord a bond or insurance protecting against mechanics' and materialmen's liens in an amount

equal to the work which is to be performed at the Premises, together with a performance and completion bond in an amount equal to the proposed cost of any improvements and labor. Landlord retains the right at any time and from time to time to enter upon the Premises in order to inspect the progress of any alterations being made by Tenant and to post any signs or notices disclaiming Landlord's responsibility or liability for the payment of any mechanics' or materialmen's fees or anyone furnishing labor or services to the Premises. Tenant shall not permit any party to file any lien or claim against Landlord or its interest in the Premises on account of any such improvement or alteration for work done or supplies furnished at the insistence of Tenant. In the event a lien or claim is filed against the Premises, Tenant shall immediately cure and pay the amount of such lien or claim (including any costs) or in good faith diligently pursue the defense of any such lien or claim provided that Tenant shall first post with Landlord adequate security (in Landlord's sole judgment) covering 125 percent of the amount of such lien or claim.

13. **CONDEMNATION**

a. **Complete or Partial Taking.** If, during the term of this Lease, the Premises, in whole or in part, shall be taken as a result of the exercise of the power of eminent domain by any other entity other than Landlord, this Lease shall terminate as of the date of vesting of title of the Premises or delivery of possession, whichever event shall first occur, pursuant to such proceeding.

a. **Award.** Any award granted for either partial or complete taking regarding the Premises shall be the property of Landlord. The Base Rent shall be abated in an amount proportional to the remainder of the term.

14. **DESTRUCTION OF PREMISES.** If any building or improvements standing or erected upon the Premises shall be destroyed or damaged in whole or in part by fire or as a result of, directly or indirectly, war or act of God or occurring for any reason whatsoever, this Lease shall terminate. Tenant acknowledges Landlord has no obligation to repair or restore the Premises in the event of a casualty. In the event of such termination, the Base Rent shall be abated in an amount proportional to the remainder of the term.

15. **DEFAULT PROVISIONS.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

a. **Failure to Pay Additional Rent or Other Costs.** Tenant failing to make any payments required to be made by Tenant when due, where such failure shall

continue for a period of thirty (30) calendar days following Tenant's actual receipt of notice from Landlord to Tenant.

- b. **Failure to Keep Covenants.** Tenant failing to perform or keep any of the other terms, covenants and conditions herein contained for which it is responsible, and such failure continuing and not being cured for a period of ninety (90) calendar days after notice or if such default is a default which cannot be cured within a 90-day period, then Tenant's failing to commence to correct the same within said 90-day period and thereafter failing to prosecute the same to completion with reasonable diligence.

16. **REMEDIES.** In the event of an occurrence of default as set forth above, the Landlord shall have the right to terminate this Lease and end the term hereof by giving to Tenant written notice of such termination.

17. **SURRENDER OF PREMISES.** Upon the expiration or termination of the term of this Lease, Tenant shall peaceably and quietly leave and surrender the Premises.

18. **NOTICES.** All notices, demands and requests required to be given by either party to the other shall be in writing. All notices, demands and requests shall either be hand delivered or shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been delivered on the date personally served or two (2) days subsequent to the date that said notice was deposited with the United States Postal Service.

Landlord: City Manager
 2255 West Berry
 Littleton, Colorado 80120

Copy to: City Attorney
 2255 West Berry
 Littleton, Colorado 80120

Tenant: At the Premises

19. **TIME OF THE ESSENCE.** Time is of the essence hereof.

20. **QUIET ENJOYMENT.** Landlord represents and warrants that:

- a. **Authority.** Landlord has the right to enter into and make this Lease.

- b. **Peaceful Possession.** Tenant, upon paying the rent herein reserved and upon performing all of the terms and conditions of this Lease on its part to be performed, shall at all times during the term herein demised peacefully and quietly have, hold and enjoy the Premises.

Tenant accepts the Premises subject to all zoning ordinances and regulations pertaining to the Premises, without responsibility or warranty by Landlord, and further, Tenant accepts the Premises subject to easements, rights-of-way, restrictive covenants and reservations of record. If Landlord shall take action to change the zoning ordinance existing as of the date of this Lease, such zoning ordinance shall provide a grandfather clause or "safe harbor" for the uses described in this Lease.

21. **RIGHT TO INSPECT OR SHOW PREMISES.** Landlord, or Landlord's agent and representative, shall have the right to enter into and upon the Premises at reasonable hours and upon reasonable notice for the purpose of examining the same.

22. **MISCELLANEOUS.**

- a. **Choice of Law.** This lease has been executed and delivered in the State of Colorado and shall be construed in accordance with the laws of the State of Colorado.
- b. **Headings and Captions.** The parties mutually agree that the headings and captions contained in this Lease are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Lease.
- c. **Binding Effect.** The covenants and agreements herein contained shall be binding upon and inure to the benefit of Landlord, its personal representatives, heirs, successors and assigns, and Tenant, its personal representatives, heirs, successors and assigns.
- d. **Construction of Terms.** Words of any gender used in this Lease shall be held to include any other gender, and words in the singular shall be held to include the plural, as the identity of Landlord or Tenant requires.

23. **NO WAIVER.** No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

24. **ATTORNEY'S FEES.** In case suit shall be brought to enforce any provisions of this Lease, the prevailing party shall (in addition to other relief granted), be awarded all reasonable attorney's fees and costs resulting from such litigation.

25. **INTEREST ON PAST DUE OBLIGATIONS.** Any amount due to Landlord not paid when due shall bear interest at the rate of eight percent (8%) per annum from the date due; provided, however, that any such payment of interest shall not excuse or correct any default by Tenant under this Lease.

26. **SEVERABILITY.** If any sentence, paragraph or article of this Lease is held to be illegal or invalid, this shall not affect in any manner those other portions of the Lease not illegal or invalid and this Lease shall continue in full force and effect as to those provisions.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first written above.

LANDLORD:

City of Littleton, a Colorado municipal corporation

By: 

Title: Mayor

Attest:

 Wendy Neffner, City Clerk

TENANT:


Barbara Superchi

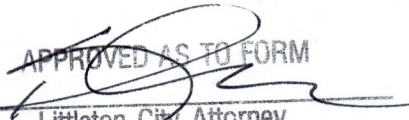

APPROVED AS TO FORM
By: Littleton City Attorney
Date 5-29-13

EXHIBIT A

(legal description)

A parcel of land containing a total of 156,117 Sq. Ft., more or less, being a portion of a parcel of land as described at Book 1695 Page 676, all of record at the County of Arapahoe's Clerk and Recorder's Office, said parcel of land being situated in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, Township 5 South, Range 68 West of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

Commencing at the N $\frac{1}{4}$ corner of said Section 29, thence along the easterly line of said parcel of land as described at Book 1695 Page 676, also being the East line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section S $00^{\circ} 01' 41''$ W, a distance of 247.45 feet, thence perpendicular to said East line N $89^{\circ} 58' 19''$ W, a distance of 30.00 feet to the true **POINT OF BEGINNING**.

Thence along a line being 30.00 feet westerly and parallel with said East line S $00^{\circ} 01' 41''$ W, a distance of 216.60 feet;

Thence S $88^{\circ} 52' 10''$ W, a distance of 585.55 feet to a point 30.00 feet easterly of a parcel of land as described at Book 4624 Page 686;

Thence along a line being 30.00 feet easterly and parallel with the easterly line of said parcel of land as described at Book 4624 Page 686, N $00^{\circ} 24' 04''$ W, a distance of 262.00 feet to a point 209.93 feet southerly of the North line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 29;

Thence N $85^{\circ} 56' 58''$ E, a distance of 420.00 feet to point 182.74 feet southerly of the North line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 29;

Thence S $69^{\circ} 20' 23''$ E, a distance of 180.00 feet to the true **POINT OF BEGINNING**.

BASIS OF BEARINGS: Bearings are based upon the East line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, of Section 29, Township 5 South, Range 68 West, 6th P.M., said line is monumented at the North $\frac{1}{4}$ corner with a 3 $\frac{1}{4}$ " Aluminum Cap stamped RLS 24330, and at the CN 1/16 corner with a 3 $\frac{1}{4}$ " Aluminum Cap stamped PLS 16401, said line bears S $00^{\circ} 01' 41''$ W.