

## **LEASE AGREEMENT FIRE STATION 11**

THIS LEASE AGREEMENT ("Lease") is made and entered into as of January 1, 2019, by and among CITY OF LITTLETON (the "City"), as lessor, and SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT ("South Metro District") and SOUTH METRO/CUNNINGHAM FIRE RESCUE AUTHORITY ("Fire Authority") (South Metro District and Fire Authority are referred to collectively as, "South Metro"), as lessee. The City and South Metro are singularly referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, the City and South Metro entered into a Pre-Unification and Fire Authority Member Agreement dated April 18, 2018 (the "Pre-Unification Agreement"); and

WHEREAS, pursuant to Section 2(e) of the Pre-Unification Agreement, the City desires to lease Fire Station 11 to South Metro on the terms and conditions set forth herein.

**NOW THEREFORE**, the Parties agree as follows:

1. **Premises.** The City leases to South Metro that portion of the real property legally described as Lot 1, Block 1, Littleton Center Subdivision, Arapahoe County, Colorado that is used as Fire Station 11 and all improvements located thereon (collectively, the "Premises"). The City shall seek subdivision approval of the land upon which Fire Station 11 is located pursuant to Section 2(e) of the Pre-Unification Agreement, upon which the Parties shall amend this Lease to update the legal description of the Premises. This Lease is for the purpose of using the Premises as a fire station. Should South Metro cease using the Premises as a fire station, this Lease shall terminate sixty (60) days thereafter.

2. **Term.** The term of this Lease shall begin on January 1, 2019 (the "Commencement Date") and continue for five years until December 31, 2024. This Lease may be renewed for an unlimited number of five-year terms each at the option of South Metro District or the Fire Authority; provided, however, that the Lease shall terminate upon South Metro District or the Fire Authority bringing into operation a fire station intended to replace and provide primary response to the primary response area served by Fire Station 11 as of the date of the Pre-Unification Agreement.

3. **Rent and Maintenance.** There shall be no amount due for rent under this Lease. South Metro will keep the Premises in good order and condition. Upon termination of this Lease, South Metro will surrender and deliver up the Premises to the City in substantially the same condition in which they existed on the Commencement Date, subject to ordinary wear and tear and damage by the elements, fire or other

unavoidable casualty. South Metro is only responsible for routine maintenance and repairs of the Premises in an amount up to \$5,000 per year, which shall include light bulb replacement, toilet and plumbing line repair, upkeep of interior walls, snow removal, and landscaping. All other maintenance and repairs, and all capital improvements or replacements, shall be the responsibility of the City. If the City fails to commence repairs within sixty (60) days of receiving written notice thereof, South Metro may, at its option, undertake any of the following remedies, without limitation: (a) terminate the Lease and seek damages; (b) treat the Lease as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. South Metro shall make no permanent modifications to the Premises without the written consent of the City. The City grants to South Metro a license for so long as the Lease is in effect to make such modifications as it deems appropriate to the signage for the Premises in conformance with the City's sign code.

4. **Insurance.** South Metro District or the Fire Authority shall maintain general liability insurance with a minimum limit equal to amounts as provided under the Colorado Governmental Immunity Act, 24-10-101, *et seq.* The City shall maintain property insurance in the amount sufficient to protect its interests with such amounts to be determined in its sole discretion. Property insurance maintained by the City will not be required to cover South Metro's personal property, and any such losses incurred by South Metro are its sole responsibility.

5. **Annual Appropriation.** The obligations hereunder are subject to the annual appropriation of funds for the performance thereof by any Party hereto.

6. **Notices.** All notices which are required or which may be given under this Lease shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address set forth on the signature pages hereof.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the City and South Metro have executed this Lease as of the day and year first written above.

CITY OF LITTLETON

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

Name: Debbie Brinkman

Title: Mayor

Address: 2255 W. Berry Ave.  
Littleton, CO 80120

Attest:

\_\_\_\_\_  
Wendy Heffner, City Clerk

Approved as to Form:

\_\_\_\_\_  
Stephen Kemp, City Attorney

SOUTH METRO FIRE RESCUE FIRE  
PROTECTION DISTRICT

By: \_\_\_\_\_  
Name: Laura Simon  
Title: President

Address: 9195 E. Mineral Avenue  
Centennial, CO 80112

Attest:

\_\_\_\_\_  
Mark L. Lampert, Secretary

SOUTH METRO/CUNNINGHAM FIRE  
RESCUE AUTHORITY

By: \_\_\_\_\_  
Name: Laura Simon  
Title: President

Address: 9195 E. Mineral Avenue  
Centennial, CO 80112

Attest:

\_\_\_\_\_  
Mark L. Lampert, Secretary