

**ADAMS COUNTY, COLORADO
PROPERTY LEASE**

THIS PROPERTY LEASE AGREEMENT ("Lease") is entered into this ____ day of _____, 2020, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4300 South Adams County Parkway, Brighton, Colorado, 80601, hereinafter referred to as "Lessor," and Steven Murata, located at 16595 Ellingwood Drive, Broomfield, Colorado, 80023, hereinafter referred to as "Lessee."

WHEREAS, Lessor agrees to lease a small portion of the property located at 14151 Potomac Street, Brighton, Colorado 80601 ("Property") to Lessee, as depicted on Exhibit A; and,

WHEREAS, Lessee agrees to rent the Property from Lessor.

NOW, THEREFORE, for the consideration hereinafter set forth, the parties agree as follows:

1. **Property.** Lessor agrees to lease and Lessee agrees to rent the Property, located at 14151 Potomac Street, Brighton Colorado 80601. The Property to be leased is limited to the workshop building located directly southwest of the residence as depicted on Exhibit A. The residence and the land adjacent to the workshop building is not included as part of this Lease.
2. **Term.** The term of this Lease is for six (6) months, starting on January 1, 2020, ending at midnight on June 30, 2020. No extensions to the lease term shall be granted.
3. **Rent.** Lessee agrees to pay \$300 per month as rent, due and payable on the first day of each month. The first payment of rent is due upon the signing of this Lease by the Lessee. Tenant must pay a late charge of \$75 for each payment that is more than ten days late.
4. **Security Deposit.** Lessee will not be required to pay a security deposit.
5. **Lessor's Agent.** The Lessor authorizes the Adams County Parks, Open Space & Cultural Arts Department to manage the Property on behalf of Lessor.
6. **Use of the Property.** Lessee may use the Property, as shown on Exhibit A, only in the following manners as specified here:
 - a. **Storage** – Lessee uses the Property as storage for personal property, equipment and supplies that are owned by the Lessee. Lessee may use the Property to store any and all personal property, equipment and supplies subject to all local, State, and Federal regulations. Lessee may not allow storage of any property, equipment or materials that are not owned by Lessee. Lessor shall not

be liable for any damage or theft of Lessee's personal property stored on the Property.

7. **Utilities.** Lessor is solely responsible for payment of the electrical service to the workshop building (United Power). Lessee is solely responsible for payment to fill the propane tank if needed for the workshop building.
8. **Eviction.** If Lessee does not pay the rent when due, the Lessee may be evicted pursuant to Colorado statutes. Lessor may also evict Lessee if Lessee does not comply with all of the terms of this Lease and for all other causes allowed by law.
9. **Payments by Lessor.** If Lessee fails to comply with the terms of this Lease, Lessor may take any required action and charge the costs, including reasonable attorney fees, to the Lessee. Failure to pay such additional charges shall be a violation of this lease.
10. **Care of Premises.** Lessee has examined the Property and is satisfied with its present physical condition. Lessee agrees to maintain the Property in as good condition as it is at the start of this Lease except for ordinary wear and tear. Lessee must pay for all repairs, replacements, and damages caused by the act or neglect of Lessee, Lessee's household members or their visitors. Lessee will remove all of Lessee's property at the end of this Lease. Any Property that is left shall become the property of Lessor and may be thrown out.
11. **Repairs.** Lessor shall not be responsible for general repairs to the Property. In the event that the Premises are totally destroyed, this Lease will terminate, and Tenant shall pay rent up to the date of destruction.
12. **Alterations.** Lessee shall obtain prior written consent from Lessor to alter or improve the Property.
13. **Compliance with Laws and Hazardous Use.** Lessee must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Property and/or its contents. There shall be no waste disposal or dumping on the Property, including the disposal or storage of construction materials or hazardous substances.
14. **No Waiver by Lessor.** Lessor does not give up any rights by accepting rent or by failing to enforce any terms of this Lease.
15. **No Assignment or Sublease.** Lessee shall not sublease the Property or assign this Lease without prior written consent from Lessor.
16. **Entry by Lessor.** Upon reasonable notice, Lessor may enter the Property to inspect it or to protect Lessor's rights pursuant to this Lease. In the case of an

emergency or the Lessee's absence, the Lessor may enter the Property without Lessee's consent.

17. **Notice.** Any notices given under this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a facsimile or email transmission was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Lessor:

Adams County Parks, Open Space, and Cultural Arts Department
Attn: Marc Pedrucci
9755 Henderson Road
Brighton, CO 80601
Phone: 303.637.8014
Email: mpedrucci@adcogov.org

For Lessee:

Steven Murata
16595 Ellingwood Drive
Broomfield, CO 80023
Phone: 303.726.1620
Email: Steven.Murata@gmail.com

18. **Quiet Enjoyment.** Lessee may use the Property without interference, subject to the terms of this Lease.
19. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
20. **Injury or Damage.** Lessee shall be solely responsible for any injury or damage caused by the act or neglect of Lessee, Lessee's household members, or their visitors. Lessor is not responsible for any injury or damage unless due to the negligence or improper conduct of Lessor. Nothing in this Lease shall be interpreted as waiving Lessor's protections pursuant to the Colorado Governmental Immunity Act.
21. **Integration of Understanding.** This Lease contains the entire understanding of the parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the parties hereto.

22. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
24. **Parties Interested Herein.** Nothing expressed or implied in this Lease is intended or shall be construed to confer upon or to give to any person other than the parties any right, remedy, or claim under or by reason of this Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Lessor and Lessee.
25. **Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of the Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
26. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
27. **Insurance.**
- a. Lessor agrees to maintain insurance in an amount not less than \$1,000,000. This policy includes coverage for personal liability, motor vehicle liability (including farm-related machinery), and environmental protection or pollution liability (coverage for protection of soil and ground water from contamination from the use of hazardous chemicals or products).
 - b. Lessor agrees that the insurance policy and/or certificate of insurance shall include Adams County as an "additional named insured."
 - i. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
 - ii. A clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an "additional named insured" shall not apply to Adams County.
 - iii. The insurance company issuing the policy shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy.
 - iv. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Lessor.
 - c. The insurer must be licensed or approved to do business in the State of Colorado. If the policy required under this Agreement is, or at any time becomes, unsatisfactory to Adams County as to form or substance, or if a

company issuing any such policy is, or at any time becomes, unsatisfactory to Adams County, then Lessee shall promptly obtain a new policy, and submit proof of same to Adams County.

- d. Upon failure of Lessee to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of Adams County, may be immediately declared suspended, discontinued, or terminated.
- e. Failure of Lessee in obtaining and/or maintaining any required insurance shall not relieve Lessee from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of Lessee concerning indemnification.
- f. The insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled without thirty (30) days prior written notice by certified mail, return receipt requested, to Adams County.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto.

LESSOR:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

LESSEE:

Steven Murata
Steven Murata

1-31-2020
Date:

EXHIBIT A -- Adams County Property Lease (Murata Shop)

14151
Potomac Street

Shop Lease Area



0 25 50
Feet

