

Lease: 8451 Delaware Street

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This Commercial Lease Agreement ("Lease") is made and effective January 1, 2013, by and between Shiloh Home, Inc ("Landlord") and Adams County Human Services Department for the use and benefit of the Children and Family Services Division ("Tenant").

Landlord shall make available for lease and is the owner of land and improvements commonly known and numbered as 8451 Delaware Street Thornton, Colorado 80260 and legally described as follows (the "Leased Premises"): SUB: LOUIE TRACT LOT:1 DESC: 8451 DELAWARE ST

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning January 1, 2013 and ending December 31, 2015. Landlord and Tenant mutually agree that Tenant has possession of the Leased Premises at the beginning of this Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

2. Rental.

A. Tenant shall pay to Landlord during the Lease Term rental of \$36,000 per year, payable in installments of \$3,000 per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 6400 W. Coal Mine Ave. Littleton, Colorado 80123 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Tenant shall also not use

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the Leased Premises for any business than could, at the discretion of Landlord, negatively affect the business of Shiloh Home, Inc.

#### **4. Sublease and Assignment.**

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent.

#### **5. Repairs.**

During the Lease term, Landlord shall make, at Landlord's expense, all necessary repairs including such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy to the Leased Premises unless the repairs are found, in the reasonable discretion of Landlord, to be from negligence of the Tenant. If repairs are found to be from negligence of the Tenant, Tenant will be responsible for the cost of such repairs. Tenant shall immediately repair damage which, in Landlord's reasonable opinion, presents a hazard to the life, health or safety of Landlord or its invitees. If Tenant fails to complete such repairs within 48-hours of written notice from Landlord, then Landlord at its discretion may perform the repairs at which point Tenant agrees to reimburse all repair expenses to Landlord.

#### **6. Alterations and Improvements.**

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided that all necessary building permits are obtained, and that such improvements are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

#### **7. Property Taxes.**

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the

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Leased Premises. Tenant shall be responsible for paying all personal property taxes, if any, with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the Leased Premises and respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Said Tenant's policy or policies shall be primary over Landlord's policy. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities.

Tenant shall pay all utilities charges including water, sewer, gas, and electricity, for the Leased Premises during the term of this Lease unless otherwise expressly agreed or modified in writing by Landlord. Tenant may utilize trash dumpster located at 8461 Delaware Street for trash removal if Tenant chooses.

10. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

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### 11. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, tenants of the 8461 Delaware St, their guests, and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within reasonable proximity thereto, for Tenant and Tenant's agents and employees.

### 12. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

### 13. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages. Tenant agrees to pay Landlord all costs and reasonable attorneys' costs should Landlord prevail in a forceable entry and detainer action.

### 14. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, uninterrupted possession of the Leased Premises during the term of this Lease.

### 15. Condemnation.

If any legally constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as

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of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

16. **Subordination.**

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

17. **Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

\_\_\_\_\_  
Shiloh Home Inc

\_\_\_\_\_  
6400 W. Coal Mine Ave.

\_\_\_\_\_  
Littleton, Colorado 80123

If to Tenant to:

AND to:

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Mr. Chris Kline, Director

Adams County Human Services Dept.

7190 Colorado Boulevard

Commerce City, CO 80022

\_\_\_\_\_

Adams County Attorney's Office

4430 South Adams County Parkway,

Brighton, CO 80601

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**18. Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**19. Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

**20. Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

**21. Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises.

**22. Additional Agreement.**

Landlord shall provide snow removal and general upkeep of building and grounds at Landlord's expense.

Additionally, Landlord will provide janitorial services as follows:

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On a daily basis (business days): Trash removal, restroom cleaning, general wipe down of items throughout the building including door knobs, and specific area cleaning if an area is in obvious need of cleaning.

On a biweekly (twice a week) basis: Deep cleaning and vacuuming.

General cleaning supplies, toilet paper, paper towels and trash bags will be provided by Landlord.

In performing such service as outline above, Landlord disclaims, and Tenant accepts, all liability for personal injury claimed by Tenant, its employees or invitees.

**23. Final Agreement.**

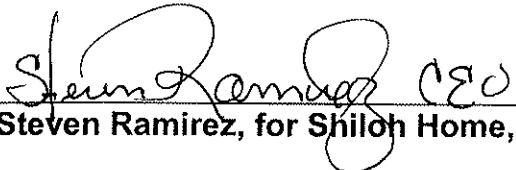
This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**24. Governing Law.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado. Venue for any dispute shall be in Adams County, CO.


IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

FOR LANDLORD:

  
\_\_\_\_\_  
Steven Ramirez, for Shiloh Home, Inc.

3-8-13  
Date

FOR TENANT:

  
\_\_\_\_\_  
Chair, Board of County Commissioners  
Adams County, Colorado

4-3-13  
Date

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APPROVED AS TO FORM

COUNTY ATTORNEY

