


**ADMINISTRATION MEMORANDUM**  
**14-12**

**DATE:** May 9, 2014  
**TO:** Honorable Mayor Joyce Downing and City Council Members  
**FROM:** John R. Pick, City Manager   
**SUBJECT:** CR-51 – Lease with Global Village Academy for Use of a Portion of City Property for Parking

**RECOMMENDATION**

I recommend that City Council approve the attached Resolution authorizing the Mayor to sign the attached lease with Global Village Academy permitting them to continue to use a portion of City property adjacent to their property for parking.

**BACKGROUND**

When Corporate Express owned the building that is now occupied by the Global Village Academy, the City entered into a lease agreement through which a portion of City owned land adjacent to their property could be used by them to add to their parking lot. One of the terms of the Council's approval of this lease was that the lease would expire when Corporate Express no longer owned the property. Corporate Express no longer owns the property and, as you know, the current owner (North Express LLC) has leased the premises to Global Village Academy. Therefore, if this City-owned property is going to continue to be used by Global Village Academy, it is necessary for us to enter into a new lease with the new owners. I have discussed this matter with the Principal of Global Village Academy and they are interested in continuing to use this property for parking. Attached is a new lease, which has been signed by the Global Village Academy Principal, Lisa Pond. This lease is virtually identical to the lease that the City had with Corporate Express. The City has no need for this property at this time or in the foreseeable future.

**BUDGETARY IMPACT**

The execution of this lease will have no budgetary impact.

**STAFF REFERENCE**

Please contact John Pick at [jpick@northglenn.org](mailto:jpick@northglenn.org) or by phone at 303-450-8706 with any further questions.

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-51  
Series of 2014

\_\_\_\_\_  
Series of 2014

A RESOLUTION APPROVING A LEASE AGREEMENT WITH GLOBAL VILLAGE ACADEMY FOR THE USE OF APPROXIMATELY ONE-THIRD OF AN ACRE OF VACANT CITY OWNED PROPERTY LOCATED ADJACENT TO THE GLOBAL VILLAGE ACADEMY PROPERTY FOR PARKING

WHEREAS, since 2005, the City has leased to the owners of the property located at 555 W. 112<sup>th</sup> Avenue a parcel of City-owned land adjacent to the property to be used as parking;

WHEREAS, the initial lease was between the City and Corporate Express;

WHEREAS, the lease was to be in force as long as Corporate Express occupied the property;

WHEREAS, Corporate Express no longer occupies this property but the property is currently occupied by the Global Village Academy;

WHEREAS, Global Village Academy desires to continue to lease this property from the City;  
and

WHEREAS, the City has no need or use for this property at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The City Council hereby approves the leasing of this City owned property to Global Village Academy for \$1.00 per year for as long as Global Village Academy occupies the property; and authorizes the Mayor to sign this lease agreement.

DATED at Northglenn, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
JOYCE DOWNING  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

## GROUND LEASE AGREEMENT

The following LEASE is made on this 5<sup>th</sup> day of May, 2014, between the City of Northglenn, Colorado, a Colorado home rule municipality (hereinafter referred to as "Landlord") and Global Village Academy (hereinafter referred to as "Global Village Academy") (either party may be referred to individually as a "Party" or both parties may be collectively referred to as the "Parties) with respect to the following facts:

### RECITALS

**WHEREAS**, Landlord is the owner of a certain parcel of land located within the City of Northglenn more specifically described in the attached Exhibit A (the "Land");

**WHEREAS**, the Parties desire that Global Village Academy lease the Land, excluding mineral and groundwater rights, for the use and maintenance of a parking lot for the use by Global Village Academy and related improvements, such as landscaping, lighting, fencing and drainage facilities (the "Improvements"); and

**WHEREAS**, the Parties desire that Global Village Academy shall pay rent to Landlord in the form of one dollar (\$1.00) per year.

### TERMS

**NOW, THEREFORE**, Landlord and Global Village Academy hereby agree as follows:

#### 1. Definitions.

For the purposes of this Lease, the following terms shall have the following definitions:

(a) *Demised Premises* shall mean the Land and all easements, rights, rights-of-way, and licenses thereto, and the existing improvements.

(b) *Improvements* shall mean all buildings, structures, and improvements now existing or hereafter constructed upon the Land during the term of the Lease, including the parking lot to be constructed and related improvements, such as landscaping, lighting, fencing, irrigation, and drainage facilities, and any restoration, addition to, or replacement thereof.

#### 2. Demised Premises and Term.

Landlord, in consideration of the rents hereinafter reserved and the terms, covenants, conditions, and agreements set forth in this Lease to be kept and performed by Global Village Academy, does hereby demise and let unto Global Village Academy, and Global Village Academy does hereby hire and take from Landlord, the Demised Premises for a term of years commencing on the date of this Lease and ending on the earlier of (i) the date that Global Village Academy no longer occupies the building located at 555 West 112<sup>th</sup> Avenue; (ii) the date that said term is terminated pursuant to any of the conditional limitations or other provisions of this

Lease; or (iii) 60 days after Global Village Academy provides written notice of its intent to terminate this Lease.

### **3. Rental.**

Global Village Academy hereby agrees to pay and Landlord hereby agrees to accept as rent for the Term rent of \$1.00 per year, payable annually for each year in advance. Payment for each year shall be due no later than December 31<sup>st</sup> of the prior year.

### **4. Taxes.**

(a) As of the date first listed in this Lease, to the best of the Parties' knowledge, there are no unpaid real estate taxes, assessments, sewer rents, water rents and charges, duties, impositions, license and permit fees, or similar governmental charges relating to the property owed by the City. Global Village Academy will, at Global Village Academy's own cost and expense, bear, pay, and discharge prior to delinquency, all real estate taxes, assessments, sewer rents, water rents and charges, duties, impositions, license and permit fees, charges for public utilities of any kind, payments and other charges of every kind and nature whatsoever, ordinary or extraordinary, foreseen or unforeseen, general or special (all of which are hereinafter sometimes collectively referred to as Impositions), which shall, pursuant to present or future law or otherwise, prior to or during the term hereby granted, have been or be levied, charged, assessed, or imposed upon, or grown or become due and payable out of or for, or become or have become a lien on the Demised Premises, and the Improvements, or the sidewalks, streets, or vaults adjacent thereto; it being the intention of the Parties hereto that the rents reserved herein shall be received and enjoyed by Landlord as a net sum free from all of such Impositions, except income taxes assessed against Landlord, franchise, estate, succession, inheritance, excess profits, revenue, or any other tax, assessment, charge, or levy upon the rent payable by Global Village Academy under this Lease or transfer taxes of Landlord, or any tax or charge in replacement or substitution of the foregoing or of a similar character. Provided, however, that if at any time during the term of the Lease the then prevailing method of taxation or assessment shall be changed so that the whole or any part of the Impositions theretofore payable by Global Village Academy as above provided, shall instead be levied, charged, assessed, or imposed wholly or partially on the rents received by the Landlord from the Demised Premises, or shall otherwise be imposed against Landlord in the form of a franchise tax or otherwise, then Global Village Academy shall pay all such levies, charges, assessments, impositions, taxes, and other substituted charges to the extent that the same shall be directly related to and assessed against the Demised Premises or the rent thereon; provided, however, that Global Village Academy shall be required to make such payments only to the extent that the same would be payable if the Demised Premises were the only property of Landlord.

(b) Global Village Academy shall pay all interest and penalties imposed upon the late payment of any Impositions which Global Village Academy is obligated to pay hereunder. Impositions shall be apportioned between Global Village Academy and Landlord as of the date of termination of the term of this Lease and shall be paid within thirty (30) days after such termination, but shall not be apportioned at the commencement of the term of this Lease.



(c) Global Village Academy may take the benefit of the provisions of any law or regulations permitting any assessment imposed upon the Demised Premises prior to the expiration of the term of this Lease to be paid in installments; provided, further, that the amount of all installments of any such assessment which are to become due and payable after the expiration of the term of this Lease shall be paid by Landlord when and as the same shall become due and payable.

(d) If Global Village Academy shall fail, for thirty (30) days after notice and demand given to Global Village Academy, to pay any Imposition on or before the last day upon which the same may be paid without the imposition of interest or penalties for the late payment thereof, then Landlord may pay the same with all interest and penalties lawfully imposed upon the late payment thereof, and the amounts so paid by Landlord shall thereupon be and become immediately due and payable by Global Village Academy to Landlord hereunder.

(e) Global Village Academy at Global Village Academy's own cost and expense may, if it shall in good faith so desire, contest the validity or amount of any Imposition, in which event Global Village Academy may defer the payment thereof for such period as such contest shall be actively prosecuted and shall be pending undetermined, so long as such proceedings and any appeals shall operate to legally prevent the collection of such payments and the sale of the Demised Premises to satisfy any lien arising out of the non-payment of the same.

(f) Landlord shall execute and deliver to Global Village Academy whatever documents may be necessary or proper to permit Global Village Academy to so contest any such Imposition or which may be necessary to secure payment of any refund which may result from any such proceedings.

(g) An official certificate or statement issued or given by a sovereign or municipal authority, or any agency thereof, or any public utility, showing the existence of any Imposition, or interest or penalties thereon, the payment of which is the obligation of Global Village Academy as herein provided, shall be prima facie evidence for all purposes of this Lease of the existence, amount, and validity of such Imposition.

## **5. Repairs.**

Global Village Academy shall at all times during the term of this Lease, at Global Village Academy's own cost and expense, keep the Demised Premises and the Improvements thereon, and all sidewalks, curbs, vaults, and vault spaces adjoining the Demised Premises, and all appurtenances to the Demised Premises, in good order, condition, and repair, ordinary wear and tear excepted, and in such condition as may be required by law.

## **6. Compliance with Law.**

(a) Global Village Academy shall at all times during the term of the Lease, at Global Village Academy's own cost and expense, perform and comply with all laws, rules, orders, ordinances, regulations, and requirements now or hereafter enacted or promulgated, of every governmental authority and municipality having jurisdiction over the Demised Premises, and of

any agency thereof, relating to the Demised Premises, or the Improvements now or hereafter located thereon, or the facilities or equipment therein, or the streets, sidewalks, vaults, vault spaces, curbs, and gutters adjoining the Demised Premises, or the appurtenances to the Demised Premises, or the franchises and privileges connected therewith, whether or not such laws, rules, orders, ordinances, regulations, or requirements so involved shall necessitate structural changes, improvements, interference with use and enjoyment of the Demised Premises, replacements, or repairs, extraordinary as well as ordinary, and Global Village Academy shall so perform and comply, whether or not such laws, rules, orders, ordinances, regulations, or requirements shall now exist or shall hereafter be enacted or promulgated.

(b) Global Village Academy shall have the right, provided it does so with due diligence and dispatch, to contest by appropriate legal proceedings, without cost or expense to Landlord, the validity of any law, rule, order, ordinance, regulation, or requirement of the nature hereinabove referred to in this Article 5. Global Village Academy may postpone compliance with such law, rule, order, ordinance, regulation, or requirement until the final determination of such proceedings. No provisions of this Lease shall be construed so as to permit Global Village Academy to postpone compliance with such law, rule, order, ordinance, regulation, or requirement if any sovereign, municipal, or other governmental authority shall threaten to carry out any work to comply with the same or to foreclose or sell any lien affecting all or any part of the Demised Premises which shall have arisen by reason of such postponement or failure of compliance.

#### **7. Alterations.**

Global Village Academy shall have the right, at Global Village Academy's expense, from time to time during the term of this Lease to make any alteration, addition, or modification to the Demised Premises or the Improvements thereon; provided that, after said alterations, additions, or modifications, the Demised Premises shall be for the same general use, and said alterations, additions, or modifications shall not lessen the market value of the Demised Premises; and provided further, that if any such alteration, addition, or modification shall involve the structure or exterior of the Improvements, and shall cost more than Fifty Thousand Dollars (\$50,000), or should Global Village Academy determine to remove or materially demolish the Improvements, then Global Village Academy shall obtain Landlord's prior written consent thereto, which consent shall not be unreasonably withheld or delayed. It is expressly understood that Landlord's consent may be conditioned upon the furnishing by Global Village Academy of waivers of mechanics' and materialman's liens from all persons furnishing materials or labor.

#### **8. Use of Demised Premises.**

(a) Global Village Academy may use and occupy the Demised Premises and the Improvements thereon solely for the use and maintenance of a parking lot for the benefit of Global Village Academy, and for related improvements, such as landscaping, lighting, fencing and drainage facilities.

(b) Global Village Academy will not use or keep or allow the Demised Premises or any portion thereof or any buildings or other improvements thereon or any appurtenances

thereto, to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy.

**9. Net Lease.**

This is an absolute net lease, and Landlord shall not be required to provide any services or do any act or thing with respect to the Demised Premises or the appurtenances thereto, except as may be specifically provided herein.

**10. Insurance.**

Global Village Academy will at all times during the term of this Lease maintain insurance on the Demised Premises of the following character:

(a) **Commercial General Liability Insurance.** Commercial or comprehensive general liability insurance on an occurrence basis, insuring against any and all claims for damages to person or property or loss of life or of property occurring on or about the Premises arising from any tortious acts or negligence of Global Village Academy or any of Global Village Academy's agents, employees, licensees or contractors, with coverage limits of not less than the amounts provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* (currently \$350,000 per person and \$990,000 per any one accident or occurrence), with such deductibles as Global Village Academy may customarily carry in the conduct of its business.

(b) **Property.** Insurance against loss or damage by fire and other risks and perils from time to time included under standard extended coverage endorsements in an amount equal to not less than ninety percent (90%) of the replacement value of the Improvements.

**11. Casualty.**

(a) If the Improvements on the Demised Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Global Village Academy shall promptly notify Landlord of such destruction or damage. Rent shall not abate hereunder by reason of any damage to or destruction of the Improvements, except as specifically provided for in this Lease.

(b) If the Demised Premises or the Improvements shall be damaged or destroyed by any fire or other casualty, and this Lease is not terminated as provided for herein, then this Lease shall continue in full force and effect and Global Village Academy shall, promptly and diligently after any such damage or destruction and at its own cost and expense, repair or restore the Improvements as nearly as may be possible under the circumstances to the fair market value and condition thereof immediately prior to such damage or destruction irrespective of the availability or sufficiency of any fire or other insurance proceeds payable with respect thereto. The net insurance proceeds shall immediately be paid over to Global Village Academy to be used by Global Village Academy for the purposes of repairing and restoring the Improvements.

## 12. Indemnity.

Global Village Academy agrees to indemnify, hold harmless and defend Landlord hereto, its agents, assigns, employees, officers, and officials from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of claims made by a third party and which are caused by Global Village Academy or its agents or personnel.

## 13. Condemnation.

(a) *Entire Condemnation.* If at any time during the term of this Lease all or substantially all of the Demised Premises or the Improvements thereon shall be taken in the exercise of the power of eminent domain by any sovereign, municipality, or other public or private authority, then this Lease shall terminate on the date of vesting of title in such taking. Substantially all of the Demised Premises and the Improvements thereon shall be deemed to have been taken if the remaining portion of the Demised Premises shall not be of sufficient size to permit Global Village Academy to conduct its activities thereon in a manner similar to that prior to such taking.

(b) Any award for such taking of all or substantially all of the Demised Premises shall be paid entirely to Landlord.

(c) *Partial Condemnation.* If less than all or substantially all of the Demised Premises or the Improvements thereon shall be taken in the exercise of the power of eminent domain by any sovereign, municipality, or other public or private authority, then Global Village Academy, at its option, may elect to continue this Lease in full force and effect or terminate this Lease. If Global Village Academy shall elect to maintain this Lease in full force and effect, the entire award for such partial condemnation shall be paid over to Landlord, and Global Village Academy shall proceed with reasonable diligence to carry out any necessary repair and restoration so that the remaining Improvements and appurtenances shall constitute a complete structural unit or units which can be operated on an economically feasible basis under the provisions of this Lease. All of such repair and restoration shall be carried out by Global Village Academy in accordance with the provisions of this Lease. In the event Global Village Academy elects to continue this Lease in full force and effect after a partial condemnation, there shall be no abatement in the Rent Global Village Academy is required to pay hereunder.

(d) Should Global Village Academy elect to terminate this Lease upon a partial condemnation, Global Village Academy shall provide Landlord with written notice of such election within thirty (30) days after the date of vesting of title for such taking. Global Village Academy shall specify in such written notice the date on which this Lease shall terminate, which date shall be no more than 60 days after delivery of such notice to Landlord (the Termination Date).



**14. Assignment and Subletting.**

Global Village Academy may not assign this Lease or any interest herein or sublet the Demised Premises at any time, without Landlord's consent, which may be withheld in Landlord's sole discretion.

**15. Injunction.**

Each Party, in addition to any other rights reserved to the Parties, and notwithstanding the concurrent pendency of summary or other dispossession proceedings between Landlord and Global Village Academy, shall have the right at all times during the term of this Lease to restrain by injunction any violation or attempted violation by the other Party of any of the terms, covenants, conditions, or agreements of this Lease, and to enforce by injunction any of the terms, covenants, conditions, and agreements hereof.

**16. Default and Termination.**

(a) The occurrence of any of the following shall constitute a material default and breach of this Lease by Global Village Academy:

- (i) Failing to use the Demised Premises for the permitted uses set forth in Section 8, use of the Demised Premises for an unlawful purpose, or failure to comply with any law, regulation, ordinance, or other legal requirement relating to the Demised Premises;
- (ii) Failure by Global Village Academy to comply with an material obligation under this Lease or failure to pay the rental required to be paid by Global Village Academy hereunder where such failure continues for thirty (30) days after written notice thereof by Landlord to Global Village Academy;
- (iii) Failure by Global Village Academy to pay the Impositions required to be paid hereunder by Global Village Academy where such failure continues for thirty (30) days after written notice thereof by Landlord to Global Village Academy; or
- (iv) Pursuant to any other default or breach of this Lease by Global Village Academy, Landlord obtains a money judgment against Global Village Academy in a court of competent jurisdiction, and such judgment is not paid to Landlord within sixty (60) days after such judgment becomes final.

(b) In the event of any such default by Global Village Academy (beyond any applicable cure period), then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Global Village Academy hereunder by giving written notice of such intention to terminate in the manner specified in this section of the Lease.

(c) In the event of the vacation or abandonment of the Demised Premises by Global Village Academy, combined with Global Village Academy's failure to honor its repair and/or maintenance obligations, Landlord shall have the right to re-enter the Demised Premises and take possession of the Demised Premises pursuant to legal proceeding or pursuant to any notice provided by law.

(d) Upon a default or breach of any term of this Lease by Landlord hereunder, Global Village Academy shall have all of the rights and remedies provided by law or equity.

**17. Landlord's Right to Cure Global Village Academy's Defaults.**

Whenever and as often as Global Village Academy shall fail or neglect to comply with and perform any term, covenant, condition, or agreement to be complied with or performed by Global Village Academy hereunder, then, upon thirty (30) days' prior written notice to Global Village Academy, Landlord at Landlord's option, in addition to all other remedies available to Landlord, may perform, or cause to be performed, such work, labor, services, acts, or things, and take such other steps, including entry onto the Demised Premises and the Improvements thereon, as Landlord may deem advisable, to comply with and perform any such term, covenant, condition, or agreement which is in default, in which event Global Village Academy shall reimburse Landlord upon demand, and from time to time, for all costs and expenses suffered or incurred by Landlord in so complying with or performing such term, covenant, condition, or agreement. The commencement of any work or the taking of any other steps or performance of any other act by Landlord pursuant to the immediately preceding sentence shall not be deemed to obligate Landlord to complete the curing of any term, covenant, condition, or agreement which is in default.

**18. Landlord's Expenses.**

Global Village Academy shall reimburse Landlord upon demand for all reasonable expenses, including attorneys' fees, incurred by Landlord in connection with the collection of any rent in default hereunder, or the termination of this Lease by reason of a material default of Global Village Academy, as such term is defined above, or the enforcement of any other obligation of Global Village Academy which is in default hereunder, or the protection of Landlord's rights hereunder, or any litigation or dispute in which Landlord becomes a party or otherwise becomes involved, without fault on its part, relating to the Demised Premises or Landlord's rights or obligations hereunder. If the leasehold interest of Global Village Academy hereunder shall hereafter be held by more than one person, corporation, or other entity, and if litigation shall arise by reason of a dispute among such persons, corporation, or other entities, and if Landlord is made a party to such litigation without Landlord's consent, then Global Village Academy shall reimburse Landlord upon demand for all reasonable expenses, including attorneys' fees, incurred by Landlord in connection with any such litigation.

**19. Merger.**

In no event shall the leasehold interest, estate, or rights of Global Village Academy hereunder, or of the holder of any mortgage upon this Lease, merge with any interest, estate, or rights of Landlord in or to the Demised Premises, it being understood that such leasehold interest, estate, and rights of Global Village Academy hereunder, and of the holder of any mortgage upon this Lease, shall be deemed to be separate and distinct from Landlord's interest, estate, and rights in or to the Demised Premises, notwithstanding that any such interests, estates, or rights shall at any time or times be held by or vested in the same person, corporation, or other

entity.



**20. Present Condition of Premises.**

Global Village Academy represents that the Demised Premises, the improvements thereon, the sidewalks and structures adjoining the same, sub-surface conditions, and the present tenancies, uses, and non-uses thereof, have been examined by Global Village Academy and Global Village Academy's agents and that Global Village Academy accepts the same, without recourse to Landlord, in the condition or state in which they or any of them now are, without representation or warranty, expressed or implied in fact or by law, as to the nature, condition, or usability thereof, or as to the use or uses to which the Demised Premises or any part thereof may be put, or as to the prospective income from, and expense of operation of, the Demised Premises.

**21. Landlord's Right of Entry.**

At any time, without notice, Landlord and Landlord's authorized agents and employees shall have the right from time to time, at Landlord's option, to enter and pass through the Demised Premises and the Improvements thereon during business hours to examine the same and to show them to prospective purchasers, fee mortgagees, and others, but this shall not obligate Landlord to make any such entry or examination.

**22. Notices.**

Except as provided herein to the contrary, any notice, request or demand to be given pursuant to this Lease, shall be in writing and shall be sent by United States certified mail, return receipt requested, or delivered by a reputable overnight courier delivery service, addressed to Landlord or Global Village Academy, as the case may be, at their respective addresses set forth below:

Landlord: City Manager  
City of Northglenn  
P.O. Box 330061  
Northglenn, CO 80233-8061

Global Village Academy:  
Global Village Academy  
3535 Larimer Street  
Denver, CO 80205

All such notices, requests and demands shall be deemed given upon receipt of the addressee (or upon wrongful refusal of attempted delivery). Either Party may, by notice, designate different and/or additional addresses for notices, requests or demands to it.

**23. Non-Waiver.**

The waiver of a breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.

**24. Surrender.**

Global Village Academy shall, on the last day of the term of this Lease or upon any termination of this Lease pursuant to Article 16 (Default and Termination) hereof, or upon any other termination of this Lease, well and truly surrender and deliver up the Demised Premises, with the Improvements then located thereon into the possession and use of Landlord, without fraud or delay and in good order, condition, and repair, free and clear of all lettings and occupancies, free and clear of all liens and encumbrances other than those existing on the date of this Lease and those, if any, created by Landlord, without any payment or allowance whatever by Landlord on account of or for any buildings and improvements erected or maintained on the Demised Premises at the time of the surrender, or for the contents thereof or appurtenances thereto.

**25. Memorandum of Lease.**

Each of the Parties hereto will, promptly upon request of the other, execute a memorandum of this Lease in form suitable for recording setting forth the names of the Parties hereto and the term of this Lease, identifying the Demised Premises, and also including such other clauses therein as either Party may desire, except the amounts of Rent payable hereunder.

**26. No Partnership.**

Landlord shall not be deemed, in any way or for any purpose, to have become, by the execution of this Lease or any action taken under this Lease, a partner of Global Village Academy, in Global Village Academy's business or otherwise, or a member of any joint enterprise with Global Village Academy.

**27. No Oral Changes.**

This Lease may not be changed or modified orally, but only by an agreement in writing signed by the Party against whom such change or modification is sought to be enforced.

**28. Bind and Inure.**

The terms, covenants, conditions, and agreements of this Lease shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns. Any waiver of rights by either Party hereto shall be deemed to be a waiver of such rights not only by such Party but shall be deemed to be a waiver of such rights for and on behalf of each and every successor and assignee of such Party. The word Global Village Academy as used herein shall in each instance be deemed to mean the person or persons, corporation or corporations, or other entity or entities who from time to time shall be primarily obligated under this Lease to perform the obligations of Global Village Academy hereunder.

**29. Force Majeure.**

The time within which either Party hereto shall be required to perform any act under this

Lease, other than the payment of money, shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably by strikes, lockouts, acts of God, governmental restrictions, failure, or inability to secure materials or labor by reason of priority or similar regulation or order of any governmental or regulatory body, enemy action, civil disturbance, fire, unavoidable casualties, or any other cause beyond the reasonable control of either Party hereto, excluding, however, the inability or failure of either Party to obtain any financing which may be necessary to carry out its obligations. Notwithstanding the foregoing, unless the Party entitled to such extension shall give notice to the other Party hereto (plus concurrent notice by telephone or telegraph if such other Party's telephone number is not readily available) of its claim to such extension within three (3) business days after the event giving rise to such claim shall have occurred, there shall be excluded in computing the number of days by which the time for performance of the act in question shall be extended, the number of days which shall have elapsed between the occurrence of such event and the actual giving of such notice.

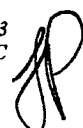
### **30. Hazardous Material.**

(a) Global Village Academy shall keep and maintain the Demised Premises in compliance with, and shall not cause or permit the Demised Premises to be in violation of, any federal, state, or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions ("Hazardous Materials Laws") on, under, about, or affecting the Demised Premises. Global Village Academy shall not use, generate, manufacture, store, or dispose of on, under or about the Demised Premises or transport to or from the Demised Premises any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation any substances defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials").

(b) Global Village Academy shall be solely responsible for, and shall indemnify and hold harmless the Landlord, its directors, officers, employees, agents, successors, and assigns from and against, any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to Global Village Academy's use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under or about the Demised Premises, including without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup, or detoxification of the Demised Premises, and the preparation and implementation of any closure, remedial, or other required plans; and (iii) all reasonable costs and expenses incurred by the Landlord in connection with clauses (i) and (ii), including, but not limited to, reasonable attorneys' fees.

(c) Global Village Academy shall, at its expense, take all necessary remedial action(s) in response to the presence of any Hazardous Materials on, under, or about the Demised Premises created by Global Village Academy.

### **31. Governmental Immunity**



Nothing herein shall be construed as a waiver of any protections or immunities the Landlord may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Lease to be executed as of the day and year first above written.

**LANDLORD:**

CITY OF NORTHGLENN

\_\_\_\_\_  
Joyce Downing, Mayor

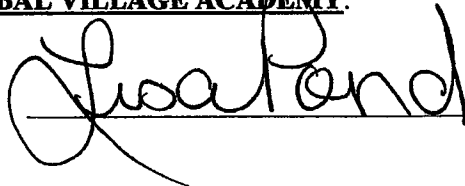
ATTEST:

\_\_\_\_\_  
Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

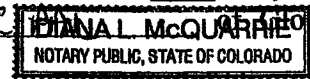
\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

**GLOBAL VILLAGE ACADEMY:**

By: 

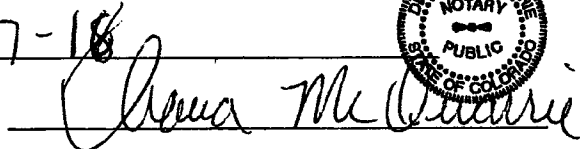
STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF ADAMS )

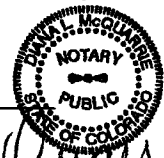
The foregoing document was acknowledged before me this 5<sup>th</sup> day of MAY, 2014, by LISA POND as PRINCIPAL of Global Village Academy



WITNESS my hand and official seal.

My Commission Expires: 8-17-18







Notary Public



*Diana McQuarrie*

*AP*



**EXHIBIT A**  
**LEGAL DESCRIPTION OF LAND**

A handwritten signature in black ink, consisting of stylized, overlapping loops and lines, located in the bottom right corner of the page.

**EXHIBIT A**  
**LEGAL DESCRIPTION OF LAND**

THE SOUTHWESTERLY PORTION OF BLOCK 4, HURON HEIGHTS – SECOND FILING, CITY OF NORTHGLENN, ADAMS COUNTY, COLORADO, AS RECORDED AT PLAT FILE 12, MAP 186, IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, AS GENERALLY DEPICTED ON THE DRAWING BELOW AND GENERALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 4; THENCE NORTHERLY ALONG THE WEST LINE OF SAID BLOCK 4 A DISTANCE OF APPROXIMATELY 102 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL TO AND APPROXIMATELY 10 FEET SOUTH OF THE SOUTHERLY LINE OF THE ACCESS ROAD INTO THE GREENS OF NORTHGLENN APARTMENT COMPLEX A DISTANCE OF APPROXIMATELY 131 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO AND APPROXIMATELY 60 FEET WEST OF THE EAST LINE OF SAID BLOCK 4 A DISTANCE OF APPROXIMATELY 57 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 4; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID BLOCK 4 APPROXIMATELY 140 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 4, THE POINT OF BEGINNING.

