

OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT ("Lease") is made and entered into this 1st day of January 2023 by and between the Independent Financial (hereafter referred to as the "Bank") whose address is 7777 Henneman Way, McKinney, TX 75070, and Arapahoe County on behalf of the Arapahoe County Sheriff's Office (hereafter referred to as the "County").

RECITAL

The Bank owns the Independent Bank Building at 538 North Highway 36, Byers, Colorado, 80103 (the "Building").

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Bank and the County agree as follows:

AGREEMENT

1. The term of this Lease shall be for one (1) year commencing January 1, 2023 and terminating December 31, 2023. The Bank and the County acknowledge that pursuant to 29-1-110, C.R.S. the financial obligations of the County payable as set forth hereinafter the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. This Lease may be terminated on January 1 of the first fiscal year for which funds are not appropriated. The County shall give the Bank written notice of such non-appropriation.
2. The Bank agrees to lease approximately eight hundred sixty-seven (867) square feet of office space within the Building to the County. This space shall hereinafter be called "Principal Space". The Bank also authorizes the County, at the County's expense, to install a drop off box on the sidewalk outside the Principal Space. The County may remove the drop off box without prior notice to the Bank. At the termination of this Lease, the County shall remove the drop off box, at the County's expense. The County is responsible for the maintenance of the drop off box. Upon removal of the drop off box, the County shall repair/patch any holes in the concrete from installation of the drop off box, at the County's expense.
3. The County agrees to pay the total amount of \$9,000.00 per year as full and complete consideration for the rental of the Principal Space during the term of this Lease. No additional rental payment by the County is required for the drop off box location.
4. Lease payments by the County shall be payable annually to the Bank. Payments should be mailed to 7777 Henneman Way, Attn: Facilities, McKinney, TX 75070. Payments shall be due on or before February 15 of each year.
5. The Bank shall provide all utilities as well as provide janitorial services. The level of utility service for the Principal Space shall be no less than that throughout the remainder of the Building. Telephones, internet, and telephone/communication lines shall not be considered utilities. The Bank shall maintain the Principal Space in good condition and repair during the term of this Lease and shall make available maintenance or repair person available for on-call work.
6. The County agrees to use the Principal Space for office purposes and not for any purpose which would violate building or fire codes, or jeopardize the safety of other occupants of the Building.
7. For purposes of this Lease the term "common areas" shall mean any parking areas, roadway, sidewalk, trash facilities, restrooms and all other areas and facilities located at the Building

and the land situated thereon. The Bank grants to the County and the County's respective employees, invitees and visitors, a non-exclusive license for the term of this Lease to use the common areas. The County and its employees, visitors and guests shall utilize the public parking areas and the employee parking areas designated by the Bank. The County shall obtain at its expense all necessary permits for any tenant remodeling or renovations.

8. The County may remodel the Principal Space as it sees fit provided that the County receives prior approval from the Bank. The process of prior approval will require that the County give thirty (30) day written notice to the Bank specifying what the County proposes to remodel. Any objections by the Bank must be made within thirty (30) days of receiving written notice from the County. The parties agree to exercise good faith in reaching an agreement to conditions placed on any remodeling by the County.
9. Any tenant finish provided by the County shall become property of the Bank at the completion of the County's tenancy. Tenant finish shall not include moveable furniture or ordinary business equipment.
10. The parties agree that there will be no sub-letting of the Principal Space without written approval of the Bank.
11. Tenant shall procure, pay for, and maintain comprehensive public liability insurance providing coverage from and against any loss or damage occasioned by any accident or casualty on, about or adjacent to the Principal Space. Said liability policy shall be written on an "occurrence basis" with limits of not less than \$1,000,000.00 bodily injury liability coverage and \$1,000,000.00 property damage liability coverage. Tenant shall also procure, pay for and maintain such property insurance as Tenant considers necessary covering Tenant's leasehold improvements, trade fixtures and other personal property. Certificates for such insurance shall be delivered to Bank and shall provide that said insurance shall not be changed, modified, reduced or cancelled without 30 days prior written notice to Bank. Bank shall be named as an additional insured on Tenant's general liability insurance for losses as the Bank's interest may appear.
12. At all times during the term of this Lease the Bank shall be responsible at its own expense for the real property and the general liability related to the Building. Notwithstanding the foregoing, the County shall be responsible for any and all damages, expenses and losses caused by the County, its employees, invitees, contractors or agents.
13. The Bank covenants and agrees that so long as the County abides by the terms of this Lease, that the County may peaceably and quietly enjoy the Principal Space and the County's possession will not be disturbed by anyone claiming by, through or under the Bank.
14. Any notices under this Lease shall be effective when mailed, faxed or delivered in writing to the following addresses:

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| Arapahoe County Attorney's Office 5334 South Prince Street Littleton, Colorado 80120-1136 | Independent Financial 7777 Henneman Way Attn: Facilities/Real Estate/MS011 McKinney, TX 75070 |
| Arapahoe County Sheriff's Office 13101 E Broncos Parkway Centennial, Colorado 80112 | email: ibtx_realestate.com phone: 469-301-2795 |
15. In the event that the County needs to expand beyond the space described in this agreement, the County shall have the right to terminate this Lease upon thirty (30) days written notice to the Bank. Under such circumstances, the rent set forth above shall be prorated on a monthly

basis and the County shall pay rental through the end of the thirty (30) day notice period but shall not be liable for any additional rental payments. In the event the County has prepaid rent, rent shall not be refunded.

16. This Lease may only be amended by written agreement executed by both parties.
17. This Lease, and any exhibits attached hereto, contain the entire agreement between the parties and supersede all prior negotiations, representations or agreements, either written or oral.

ATTEST:

Independent Financial

By

Joe DeFina 11/3/2022

Title - ~~Joe Farr, VP Facilities & Administration~~

Joe DeFina, VP Facilities Administration

ARAPAHOE COUNTY

By: _____

Nancy Jackson, Chair