

MURPHYS GARAGE LLC. LEASE

THIS LEASE is entered into this 1st day of February 2025, between Murphys Garage LLC (Lessor) and the Timberline Fire Protection District, a Special District organized under CRS 32-1-101 et. seq. (Lessee).

Leased Premises. One bay of the existing shop, currently operating as Murphys Garage LLC, is at 182 Tolland Rd, Rollinsville, CO 80422. The bay is roughly 25 feet wide by 40 feet deep and accessed through the bay door on the East end of the building.

Use of Leased Premises. Lessee shall use the leased premises for the sole and exclusive purpose of housing Lessee fire equipment or other approved customer's vehicles for repair and maintenance.

Modifications to Leased Premises. Lessee shall make no modifications to the leased premises, nor add any fixtures, without prior written consent of Lessor.

Term. The term of this lease shall expire on the 31st day of December 2025 unless extended by mutual agreement prior to said date or December 31 of any future one-year extension term for additional one-year terms. Such extension shall be evidenced by a written extension agreement signed by both parties. Either party may terminate this lease with 30 days prior written notice.

Rent. For the initial term of this lease, Lessee shall pay rent at the rate of \$1000.00 per month, payable on the first day of the month following the end of each quarter. In the event payment in full is not received by Lessor on or before the 20th day of the month in which due, the rent may be deemed to be in default, and Lessor shall have all remedies available under Colorado law to recover possession of the leased premises and unpaid rental and unpaid excess utility charges.

Utilities. Lessor shall pay all monthly utility service costs.

Insurance. Lessee shall maintain public liability and property damage insurance coverage in amounts no less than one million dollars (\$1,000,000.00) aggregate and one million dollars (\$1,000,000.00) per occurrence. Coverage shall include all Lessee personnel, operations and equipment on the leased premises and any and all claims against Lessor arising from Lessee's use of the premises. Lessor shall be a named insured under said policies. "Lessor shall maintain similar insurance to cover its operations and use of the premises."

Notices.

Any notice to be given under the terms of this lease, shall be given as follows:

To Lessor:
Murphys Garage LLC
182 Tolland Road
Rollinsville, CO 80422

To Lessee:
Timberline Fire Protection District
Attn: Chief Paul Ondr
660 Highway 46
Black Hawk, CO 80422

No amendment to this lease shall be valid unless written and approved with the same formality as this lease.

Lessor:

By _____
Printed Name: Daniel Murphy
Title: Owner, Murphy's Garage LLC

Lessee:
Timberline Fire Protection District

By _____
Printed name: Richard M. Wenzel III
Title: President, Board of Directors

Attest:
By: _____
Printed Name: Jennifer Hinderman
Secretary to TFPD Board of Directors