

## PARKING LOT LEASE

**THIS LEASE AGREEMENT** is made this \_\_\_\_\_ day of August, 2019, between City of Missoula, as Grantor and Partnership Health Center, a division of Missoula County, as Grantee.

**Whereas**, the City of Missoula owns a parcel of undeveloped right of way off of West Railroad Street, to the north of the intersection of West Railroad Street and Owens Street that serves as a parking lot, and

**Whereas**, Partnership Health Center would like to use the undeveloped City parcel as a parking facility for its facility at 401 Railroad Street, and

**Whereas**, the City is planning to install various improvements at this lot, but in the interim would like to lease the lot to Partnership Health Center as is.

**NOW THEREFORE**, the parties agree as follows:

1. **Premises.** Grantor leases to Grantee, and Grantee leases from Grantor, subject to the following terms and conditions, the portion of undeveloped City right-of-way generally shown on Exhibit A, attached hereto and made part hereof by this reference, within the City of Missoula, Missoula County, Montana (the “Premises”).

2. **Term.** The term of this Lease shall be from the date of execution until August 1, 2020, or until construction of the City improvements is set to begin, whichever is sooner.

3. **Rent.** The Grantor and Grantee agree that no monetary rent shall be due under this lease, as Grantee is agreeing to perform various services in exchange for the use of the lot, as described below.

4. **Use of Premises by Grantee.** Grantee may use and occupy the Premises for parking. Grantee shall use and occupy the Premises in compliance with all applicable laws, ordinances and regulations. Grantee shall have access to use the Premises for parking upon execution of this Lease; however, Grantee acknowledges and understands that it may not have access to the Premises for short term periods in the event closure of the lot is needed for planning and design work necessary to accommodate the City’s planned construction activities on the lot. Grantor shall notify Grantee at least five days prior to any necessary closure.

5. **Assignment and Submitting by Grantee.** The Grantee has the right to assign this Lease to Missoula County, and may sublease any of the designated parking spaces to outside parties without the written permission of the Grantor. However, Grantee retains all obligations of this Lease regardless of whether it has subleased some or all of the spaces available to it. The Grantee may not assign the entirety of this lease to any assignee other than Missoula County.

6. **Maintenance of Land.** Grantee accepts the Premises in its present condition and

Grantor has no obligation to make any repairs, maintenance or improvements to the Premises. At all times Grantee shall maintain the Premises, and keep it free of trash, debris and cigarette butts during the term of this Lease. Grantee shall be responsible for all snow removal at the said Premises.

**7. Towing.** Grantee agrees to contract with a third-party tow company to monitor the use of the Premises and to ensure that only authorized users are parking upon the Premises. Grantee agrees to have any unauthorized user parking a vehicle in the lot towed no later than five days upon learning of the unauthorized use.

**8. Alterations.** Grantee may install signs, gates, or other facilities to control access to and use of the Premises. Grantee shall not make any other additions, alterations or improvements to the Premises without obtaining the prior written consent of the Grantor.

**9. Indemnity.** Grantee shall indemnify, defend, and hold Grantor harmless against and from all liability and claims of any nature of loss or damage to property of Grantee or any third-party, or for injury or death to any person arising out of Grantee's use and occupancy of the Premises, including use by Grantee's employees or agents.

Grantor shall indemnify, defend, and hold Grantee harmless against and from all liability and claims of any nature of loss or damage to property of Grantor or any third-party, or for injury or death to any person arising out of the negligent acts or omissions or willful misconduct of Grantor, its employees or agents.

**10. Insurance.** Grantee agrees to provide insurance or self-insure in an amount sufficient to cover any and all claims as follows:

Insurance or the self-insured equivalent of a general liability policy insuring all acts or omissions of Grantee, its employees, agents, and representatives on or about the Premises with respect to the use of the Premises as a parking area. The insurance must cover any and all claims asserting an injury as a result of Grantee's use of the leasehold property. If insurance is purchased, the amounts must contain a contractual liability endorsement, in a combined single limit amount of \$750,000 per person, and a maximum of \$1,500,000 per occurrence. Self-insurance shall be in the amount determined by the Grantee to be sufficient for its purposes. Grantor shall be named as an additional insured on any such policy covering Grantee's use of the Premises.

**11. Termination of Lease.** This agreement may be terminated by Grantor or Grantee upon deliverance of written notice and by giving at least 180 days' notice.

**12. Default.** In the event that Grantee shall default in any of its obligations under this Lease, and such default is not cured within thirty (30) days after written notice of said default is given by Grantor to Grantee, or if the default cannot be cured within thirty (30) days after said

written notice is given and the Grantee has not begun the process of curing the default then Grantor shall have the right to terminate the Lease and Grantee's right to possession of the Premises, and re- enter the Premises and take possession thereof.

**13. Quiet Enjoyment.** Grantor covenants that it has the right to make this lease for the term aforesaid and covenants that if Grantee shall pay the rent and perform all of the covenants, terms and conditions of this Lease to be performed by Grantee, Grantee shall, during the Term hereby created, freely, peaceably and quietly occupy and enjoy the full possession of the Premises; with the sole exception that Grantee shall not have access to the Premises during the construction of the improvements discussed herein.

**14. Notices.** All notices to either party shall be sent by certified mail to the following addresses and shall be effective upon mailing:

If to Grantor:

Monte Sipe  
435 Ryman St  
Missoula, MT 59802

If to Grantee:

Either party may change their respective addresses for notices by giving notice of such new address in accordance with this paragraph.

This Lease is made and executed by persons duly authorized to sign this agreement and bind the above-named parties this \_\_\_\_\_ day of August, 2019.

GRANTOR: City of Missoula

GRANTEE: Partnership Health Center

[INSERT BCC SIGNATURE LINE]

\_\_\_\_\_  
John Engen, Mayor

ATTEST:

\_\_\_\_\_  
Marty Rehbein, City Clerk



Exhibit A - Partnership-City Parking Area Lease

Leased Area