

**LEASE AGREEMENT
BETWEEN THE CITY OF COLUMBIA, MISSOURI, AND
Discovery Office Park, L.L.C. & Discovery Office Park North L.L.C.
FOR
EVENT PARKING**

This lease agreement (hereinafter "Agreement"), by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City" or "Lessee") and Discovery Office Park, L.L.C. & Discovery Office Park North L.L.C., a both limited liability companies organized in the State of Missouri (collectively, hereinafter called "Lessor"), is made and entered into on the date of the last signatory noted below. City and Lessor are each individually referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, City will be hosting special events in city parks in Columbia, Missouri;

WHEREAS, City is in need of additional parking for the special events;

WHEREAS, Lessor has a parking lot on property owned by Lessor at 4200 block of Philips Farm Road, Columbia, Missouri, which is near the special events;

WHEREAS, Lessor agrees that City may lease the parking lot (more fully described in Attachment A) for public event parking for events.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. Leased Area and location of parking lot. For designated special events, Lessor grants to City the right to lease the parking lot located at the parking lot located at the block of 4200 Philips Farm Road in Columbia, Missouri, as shown in Attachment A.
2. Access for public parking for designated special events.
 - a. Lessor authorizes City to allow the public to access the parking lot via driveways and improved surfaces for designated special events. City shall repair any damage to the area caused by accessing the parking lot and will restore the area to as good a condition, less reasonable wear and tear, as existed prior to the use of the parking lot for the designated special event.
 - b. The parties have designated in Attachment B the special events to which this agreement pertains.
 - c. Designation of additional special events. The parties may agree to the City's use of the parking lot for public parking at additional

designated special events during the term or any renewal term of this Agreement. In order to do so, the designated representatives of the Parties shall agree in writing to designate additional special events. For purposes of this section, the Parties hereby designate the following persons or positions to have authority to designate additional special events:

For the City: City Manager

For Lessor: Discovery Office
Park, L.L.C. & Discovery
Office Park North L.L.C.

3. Term and Termination.

a. The "Term" of this Agreement shall commence on the Effective Date and shall continue until the date that is one (1) year following the Effective Date. Thereafter, the Agreement shall automatically be renewed for four (4) successive terms of one year, unless the Agreement is terminated pursuant to the provisions of this Agreement.

b. **Termination by Mutual Agreement.** This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.

c. **Termination for Convenience.** With six months written notice, either Party may terminate this Agreement for convenience.

d. **Termination by Default.** A Party shall be considered in Default of this Agreement upon:

(1) The failure to perform or observe a material term or condition of this Agreement, including but not limited to any material Default of a representation, warranty or covenant made in this Agreement;

(2) The Party (i) becoming insolvent; (ii) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consenting to the filing of any bankruptcy or reorganization petition against it under any similar law; (iii) making a general assignment for the benefit of its creditors; or (iv) consenting to the appointment of a receiver, trustee or liquidator;

(3) The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement;

(4) The failure of the Party to provide information or data to the other Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

Upon the occurrence of an event of default, the non-defaulting party shall provide written notice and a thirty (30) day opportunity to cure the default to the party in default. If the defaulting party fails to cure the default within thirty days, this Agreement shall terminate.

e. **Force Majeure.** The performance of each Party under the Agreement may be subject to interruptions or reductions due to an event of Force Majeure. The term "Force Majeure" shall mean an event or circumstance beyond the

control of the Party claiming Force Majeure, which, by exercise of due diligence and foresight, could not reasonably have been avoided, including, but not limited to, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, strike, and act of God or any other cause beyond the control of the Party claiming Force Majeure. However, the obligation to use due diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty. A Party shall not be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to an event of Force Majeure.

4. **Rent.** The Parties agree that the rent shall be one dollar (\$1.00) for City's use of the site and operation of the parking lot for the events.

5. **No Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

6. **Insurance.** City shall include the described parking lot within the City's self-insured general liability program for the term of the Agreement. Lessor shall be listed as additionally insured with limits of \$1,000,000 each occurrence, \$2,000,000 annual aggregate. Lessor shall promptly report any accident and /or claim to City and shall cooperate with City in defense of any claim or lawsuit.

7. **General Laws.** The Parties shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

8. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

9. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

10. **No Third-party Beneficiary.** No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.

11. **Amendment.** No amendment, addition to, or modification of any provision

hereof shall be binding upon the Parties and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

12. Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:
City of Columbia Parks Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Director of Parks

If to Lessor:
Discovery Office Park, L.L.C. & Discovery
Office Park North L.L.C. c/o Adam K
Patchett, Bush & Patchett, L.L.C.,
Attorneys at Law 4200 Philips Farm Road,
Suite 109 Columbia, Missouri 65201

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail with postage prepaid.

13. Contract Documents. This Agreement includes the following exhibits or attachments, which are incorporated herein by reference:

<u>Attachment</u>	<u>Description</u>
A	Diagram of leased area
B	Special Events

In the event of a conflict between the terms of an exhibit/attachment and the terms of this Agreement, the terms of this Agreement control.

14. Entire Agreement. This Agreement represents the entire and integrated Agreement between Lessor and City relative to the use of the site for public event parking for special events. All previous or contemporaneous agreements, representations, promises and conditions relating thereto are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement on the day and the year of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI

By: _____
John Glascock, Interim City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

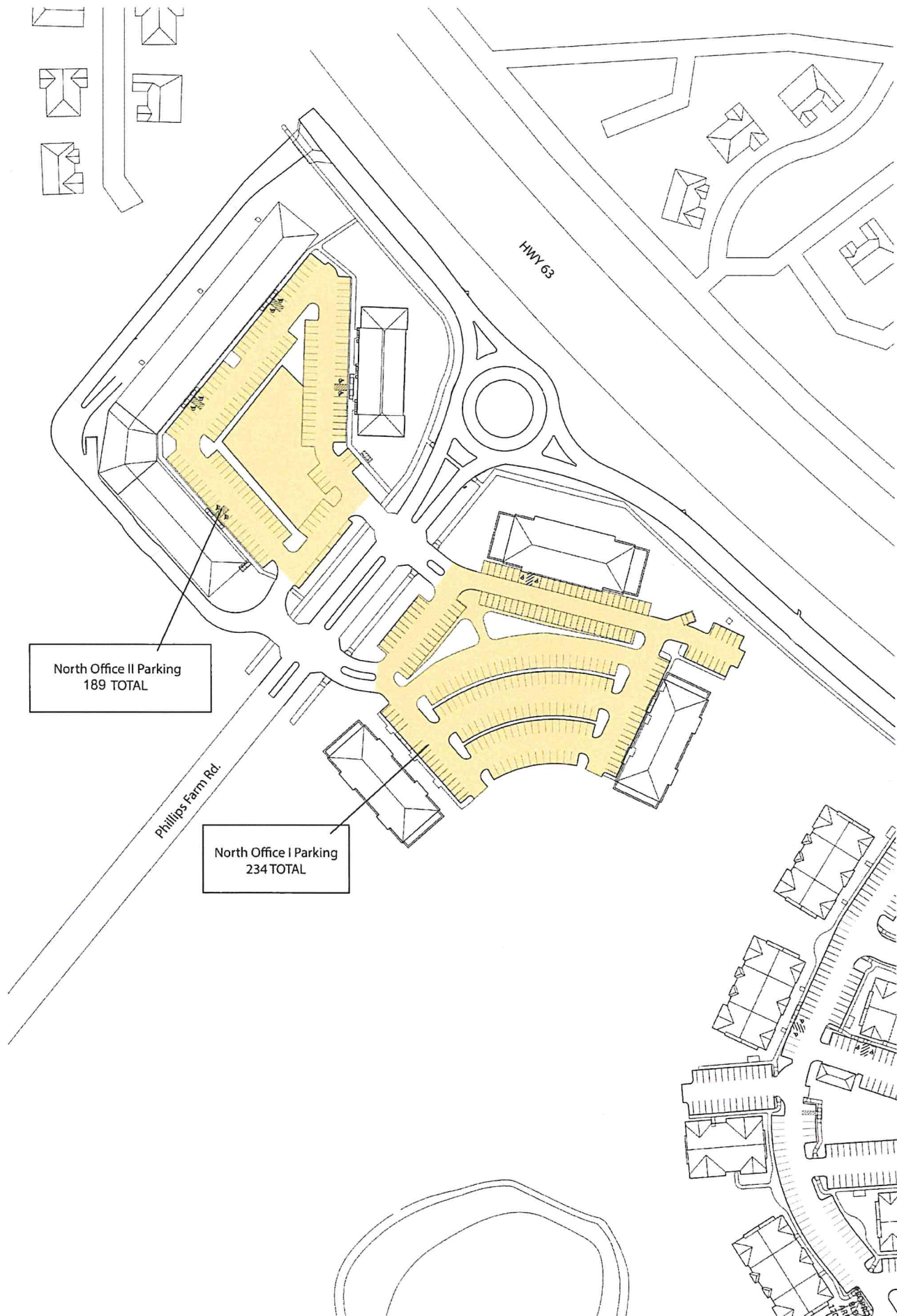
By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Director of Finance

Attachment A
Diagram of Leased Area

ATTACHMENT A
DIAGRAM OF LEASED AREA



Attachment B
Designated Special Events

Attachment B

Special Events

Heritage Festival: Third Weekend in September

2019 - September 21 and 22 from 9a-6p

2020 - September 19 and 20 from 9a-6p

2021 - September 18 and 19 from 9a-6p

2022 - September 17 and 18 from 9a-6p

2023 - September 16 and 17 from 9a-6p

Gans Creek Classic Cross Country Meet (200+ high school and college teams)

2019 - September 28 from 6a-2p

2020 - September 26 or October 3 from 6a-2p

2021 - September 25 or October 2 from 6a-2p

2022 - September 24 or October 1 from 6a-2p

2023 - September 30 or October 7 from 6a-2p

*2020-2023 will be determined by start date of HS cross country practices

Missouri State High School Activities Association State Cross Country Championships

2019 - November 9 from 6a-3p

2020 - November 7 from 6a-3p

2021 - November 6 from 6a-3p

2022 - November 5 from 6a-3p

2023 - November 4 from 6a-3p

*No weekday parking for any events.