

**AMENDED AND RESTATED
EMERGENCY SERVICES HEADQUARTERS BUILDING GROUND LEASE
#2 DRAFT 10-18-19**

This AMENDED AND RESTATED EMERGENCY SERVICES HEADQUARTERS BUILDING GROUND LEASE is effective as of the ___ day of January, 2020 ("Commencement Date") by and between the BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO, a body corporate and politic of the State of Colorado ("Lessor"), and the LAKE DILLON FIRE PROTECTION DISTRICT, a Colorado special district ("Lessee"). Lessor and Lessee are referred to individually herein as a "party", and collectively as the "parties".

RECITALS

WHEREAS, the parties previously entered into a Co-Ownership Agreement dated July 6, 2018 for the construction, ownership and operation of an emergency services administration building and related Improvements (as defined below) in the Summit County Commons PUD ("PUD" as defined below) to house administrative operations of Lessor's Summit County Ambulance Service and Lessee's Summit Fire & EMS; and

WHEREAS, Lessor owns and, pursuant to the Emergency Services Headquarters Building Ground Lease between the parties dated July 6th, 2018 ("Original Ground Lease"), leased to Lessee the portion of the land it currently owns in the PUD that was designated for construction and operation of the Improvements pursuant to the Co-Ownership Agreement; and

WHEREAS, following construction of the Improvements, Lessor transferred its Summit County Ambulance Service ("SCAS") to the Summit Fire and EMS Authority ("Authority"), a political subdivision of the State of Colorado established by intergovernmental agreement between Lessee and the Copper Mountain Consolidated Metropolitan District for the purpose of providing fire suppression, fire prevention and public education, emergency medical, emergency rescue, ambulance, and hazardous materials services in Summit County (collectively, "Emergency Services"); and

WHEREAS, Lessor desires to collaborate with and assist Lessee in the delivery of high quality Emergency Services and in particular the coordinated and collaborative transportation, treatment, communication and documentation subsystems designed to prevent premature mortality and to reduce the morbidity that arises from critical injuries, exposure to poisonous substances, illnesses, and/or other causes; and

WHEREAS, pursuant to the terms of the Intergovernmental Agreement for the Transfer of Ambulance Services dated June 27, 2019 ("Ambulance Transfer IGA") by and between Lessor and Authority, Lessor will transfer all of its right, title, and interest in and to the Improvements to the Lessee or the Authority, and the Co-Ownership Agreement will terminate; and

WHEREAS, the parties desire to amend and restate the Original Ground Lease as provided herein in order to provide for the continuation of the intended terms of the Original Ground Lease and the Ambulance Transfer IGA on and after transfer of the Lessor's right, title,

and interest in the Improvements to the Lessee or the Authority and the related termination of the Co-Ownership Agreement; and

WHEREAS, Lessor is authorized under the laws of the State of Colorado to lease real and personal property owned by the Lessor when deemed by the Board of County Commissioners to be in the best interests of Summit County and its inhabitants; and

WHEREAS, Lessor is willing to lease the property described below at a nominal rental rate in order to promote the health, safety and welfare of the residents and visitors of Summit County and to transfer responsibility for the Emergency Services provided by SCAS to the Authority or, alternatively, to Lessee in the event the Authority does not provide such services; and

WHEREAS, the Lessor desires to lease to Lessee, and Lessee desires to lease from the Lessor, the Leased Premises (as defined below), on terms and conditions set forth herein, for the purpose of the Lessee's accessing, utilizing and occupying the Improvements; and

WHEREAS, for purposes of Lessee accessing, operating and utilizing the Improvements, the Board of County Commissioners has determined and hereby determines that it is necessary and appropriate and in the best interest of the Lessor and its citizens and inhabitants that the Leased Premises be leased by the Lessor pursuant to this Amended Lease; and

WHEREAS, the Board of Directors of Lessee has determined that it is in the best interests of Lessee to lease the Leased Premises to enable proper access, operations and utilization of the Improvements in order to promote the health, safety and welfare of the residents and visitors of Summit County.

NOW, THEREFORE, in consideration of the covenants and consideration set forth in this Amended Lease (as defined below), the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS OF CERTAIN TERMS USED IN THIS AMENDED LEASE

1.1 "Amended Lease" means this Amended and Restated Emergency Services Headquarters Building Ground Lease entered into as of the Commencement Date by and between the parties, together with all exhibits and attachments hereto.

1.2 "Event of Default" means any Event of Default described in Article 11 hereof.

1.3 "Hazardous Materials" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or wastes, including infectious waste, medical waste, and potentially infectious biomedical waste, which are or later become regulated by any local governmental authority, the State of Colorado or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances"

or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; all corresponding and related State of Colorado and local statutes, ordinances and regulations, including without limitation any dealing with underground storage tanks; and in any other law, rule, regulation or ordinance now existing or hereinafter enacted (collectively, "Hazardous Materials Laws").

1.4 "Imposition" means any real estate taxes, service charges in lieu thereof, governmental assessments, water and sewer rates and charges, or other governmental charges, assessed, levied, confirmed, or applicable to and imposed upon the Leased Premises.

1.5 "Improvements" means the approximately 12,250 square foot Emergency Services headquarters building located at 0035 County Shops Road, Frisco, Colorado ("Facility") and all related structures and improvements constructed on the Leased Premises, including but not limited to the adjacent connected paved parking lot, signage, contiguous sidewalks, walkways, lawn and landscaping, water and sewer lines, and all other utility connections service lines, and stub ins.

1.6 "Lease Term" means the approximately ninety-eight (98) year term of this Amended Lease, which shall commence upon the Commencement Date and shall terminate on December 31, 2117.

1.7 "Lease Year" means the period beginning on the Commencement Date and ending on December 31, 2020, and then each subsequent twelve (12) calendar month period beginning on January 1 and ending on December 31.

1.8 "Leased Premises" means the real property leased by Lessor to Lessee under this Amended Lease, which is located in the County of Summit, and State of Colorado, depicted on the Survey attached as Exhibit "A" and legally described on Exhibit "B", which term shall not include within its meaning the Improvements. An improvement survey plat of the Leased Premises, and of the non-exclusive easement for access as described in Section 8.1 below, the parking areas and non-exclusive access route reserved by Lessor, and the related sidewalks and parking lot, are attached as Exhibits "A-1" and "B-1".

1.9 "Leasehold Mortgage" means any mortgage which is a lien on or otherwise encumbers the leasehold estate created by this Amended Lease if, but only if, (i) such mortgage has been recorded in the office of the Clerk and Recorder of Summit County, Colorado, and (ii) Lessee or the holder of such mortgage shall have given written notice of such mortgage to Lessor specifying the name and address of such holder.

1.10 "Mortgagee" means the holder of a Leasehold Mortgage.

1.11 "PUD" shall mean the County Commons PUD embracing approximately 130 acres including the Leased Premises and additional lands owned by the County located in Summit County, Colorado.

ARTICLE 2
QUIET ENJOYMENT AND DECLARATION

2.1 Quiet Enjoyment. Lessor covenants and agrees that Lessee, its successors and assigns, shall have the peaceful and quiet enjoyment of the Leased Premises throughout the Lease Term so long as Lessee, its successors and assigns, are not in default hereunder, subject to the provisions of this Amended Lease and all conditions, restrictions and easements of record, including but not limited to Lessor's reservation of Lessor's non-exclusive access to and use of ____ parking spots on the Leased Premises as depicted on Exhibit ____.

2.2 No Merger. The parties intend that there shall be no merger of the Lessor's interest under this Ground Lease and any ownership interest Lessor may have or in the future acquire in the Improvements or any portion thereof or otherwise so as to cause a cancellation of this Ground Lease, unless the Lessor in the future becomes the one hundred percent (100%) fee owner of the Leased Premises and all Improvements thereon.

2.3 Transfer of Summit County Ambulance Services. A material part of the consideration for this Amended Lease is the Lessor's transfer of the Summit County Ambulance Services to the Authority as provided for in the Ambulance Transfer IGA, which is incorporated herein by reference. In the event the Authority or any successor entity is unable or unwilling to provide the Emergency Services previously provided by SCAS at any time subsequent to the Transfer Completion Date, (as defined in the Ambulance Transfer IGA) the parties intend and agree that Lessee shall continue to provide such Ambulance Services within Summit County, unless all parties agree to an alternate mode of operation to provide such services.

ARTICLE 3
RENT AND IMPOSITION COMMENCEMENT

3.1 Rent Commencement. The obligation of Lessee to pay Rent under this Amended Lease shall commence upon the Commencement Date and shall be paid annually to Lessor as provided for herein during the Lease Term.

3.2 Payment of Impositions. The obligation of the Lessee to pay any Impositions or assessments charged or assessed to the Leased Premises or Improvements shall commence upon the Commencement Date.

ARTICLE 4
RENT

4.1 Rent. Commencing on the Commencement Date, Lessee agrees to pay to Lessor on the first day of each Lease Year and at such address as is designated by Lessor, for the use of the Leased Premises, in lawful money of the United States, rent in the following amounts ("Rent"):

- (a) The sum of One Dollar (\$1.00) and other good and valuable consideration.
- (b) The parties agree that the Rent amount as set forth herein represents the fair market value rental for the Leased Premises.

ARTICLE 5
CONDITION OF LEASED PREMISES AND IMPROVEMENTS BY LESSEE

5.1 Condition of Leased Premises. The parties acknowledge and agree that Lessor has delivered the Leased Premises to Lessee in a satisfactory condition ready for access, utilization and operation of the Improvements. Lessor grants Lessee an access easement across the PUD as provided in Section 8.1 below. Lessee accepts the Leased Premises and Improvements in their existing "AS IS" condition and further acknowledges that Lessee shall be solely responsible for any liens, claims, expenses or liabilities regarding the construction, reconstruction, repair, or operation of the Improvements and Leased Premises.

5.2 Rebuilding of Improvements Upon Destruction. If the Improvements are partially or totally destroyed by fire, elements or other casualties, the Lessee shall elect within one hundred eighty (180) days of such event, to either: (i) commence reconstruction and rebuild or repair the Improvements with reasonable promptness, and in the manner provided for herein, with improvements of the same type and make, and of value at least equal to 80% of the then-value of the Improvements destroyed or damaged; or (ii) to terminate this Amended Lease, remove the Improvements, restore the surface of the Leased Premises to a condition that is reasonably equivalent to its condition at inception of this Amended Lease, and return the Leased Premises to Lessor. If the Lessee elects to rebuild, the Improvements shall be rebuilt substantially in accordance with the final plans and specifications that governed the construction of the original Improvements, or as the parties may otherwise agree, and subject to any changes required to comply with then applicable building regulations and alterations approved by the Lessor. Any altered design schematics for rebuilt improvements shall provide for improvements that are architecturally and aesthetically compatible with existing structures in the PUD.

5.3 Compliance with Laws. All plans and specifications related to the Facility and the Improvements shall comply with the building, grading, zoning and other applicable rules and regulations of Summit County and other governmental subdivisions with jurisdiction over the Leased Premises and Improvements; with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and local governments and the appropriate departments, commissions, boards and offices thereof (collectively, "Applicable Laws"); and be in accordance with the orders, rules and regulations of the National Board of Fire Underwriters or anybody now or hereinafter constituted performing similar functions. No provision of this Amended Lease is intended or shall be deemed to constrain the discretion of the Board of County Commissioners of Summit County or any employee, commission, or other instrumentality of Summit County government regarding any land use decision or the exercise of any regulatory authority.

ARTICLE 6
OWNERSHIP OF IMPROVEMENTS/CONVEYANCE

6.1 Title to Improvements/Lease to Summit Fire and EMS Authority. As of the Commencement Date, title to the Improvements shall be held by the Lessee; however, the Lessor expressly understands and agrees that Lessee intends to lease to the Authority the right to access, use, and operate the Improvements, and consents to such lease and any sublease of this Amended Lease by the Lessee to the Authority as determined necessary by Lessee and the Authority to facilitate the Authority's access, use, and operation of the Improvements as well as the transfer of the responsibility for providing the SCAS to the Authority and Lessee.

6.2 Right to Sell or Lease. In addition to the Lessee's right to lease the Improvements and sublease this Amended Lease to the Authority as provided in Section 6.1 above, the Lessee shall be permitted to lease, sell, transfer, assign or convey the Improvements and/or this Amended Lease (collectively referred to in this Amended Lease as "convey(ing)" or a "Conveyance") with the Lessor's approval, which approval shall not be unreasonably withheld. Any lease, sale, transfer, assignment or conveyance shall be subject to the terms of this Amended Lease.

6.3 Lessor's Option to Purchase. In the event Lessee gives notice to Lessor of its intent to convey the Improvements, or any portion thereof, pursuant to Section 6.2 above, Lessor may, within the 90-day response period provided for pursuant to such section, exercise a right of first refusal to purchase the Improvements or portion thereof at fair market value. Fair market value shall be determined by an appraiser mutually selected by the parties, and whose fees are shared equally between them, within 30 days after the Lessor indicates its intent to exercise its right of first refusal; or, if the parties cannot mutually agree upon an appraiser within 30 days, then each party shall obtain an independent appraisal at its own cost, and the fair market value shall be the average of the parties' appraised values. The parties shall proceed in good faith to diligently accomplish a sale of the Improvements, or portion thereof, to the Lessor pursuant to this Section 6.3.

6.4 Successor Entity. Notwithstanding anything in this Article 6 to the contrary, Lessee shall be permitted to convey the Improvements, any portion thereof, or this Amended Lease to any successor of Lessee established pursuant to merger, consolidation, other boundary realignment, authority formation, or other legal process utilized to unify or combine Lessee with one or more other Emergency Services providers in Summit County (collectively, a "merger"), and nothing in this Section 6 shall be deemed to limit or restrict Lessee's ability to convey the Improvements, any portion thereof, or this Amended Lease to such successor entity. Lessee shall provide notice to Lessor of its merger with one or more other Emergency Services providers and the Conveyance of the Improvements, any portion thereof, or this Amended Lease to the successor entity; however, no approval of the Lessor shall be required.

ARTICLE 7

PAYMENT OF IMPOSITIONS AND ASSESSMENTS; LIENS

7.1 Payment of Impositions. Lessee shall pay, before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof, all Impositions which are assessed, levied, confirmed, imposed or become a lien upon the Leased Premises and Improvements or become

payable during the Lease Term insofar as said Imposition relates to Lessee's use and occupation of the Leased Premises and Improvements. Lessee shall also provide Lessor with proof of payment of any Impositions.

7.2 Lessee Liable for Certain Impositions. If at any time during the Lease Term under the laws of the State of Colorado or any political subdivision thereof a tax or excise on rents is levied or assessed against Lessor or the Rent as a substitution in whole or in part for taxes assessed or imposed by said state or any political subdivision thereof on land and buildings or on land or buildings, the same shall be deemed to be included within the term "Imposition" and Lessee covenants to pay and discharge such tax or excise on rents in accordance with the provisions of Section 7.1 hereof in respect of the payment of Impositions.

7.3 Lessee May Contest. Notwithstanding anything in this Section 7 or otherwise in this Amended Lease to the contrary, Lessee shall have the right to contest the amount, validity, or both, in whole or in part, of any Imposition by appropriate proceedings, including on the basis that Lessee is a tax-exempt entity of the State of Colorado and is not subject to the payment of such Impositions, and Lessee may postpone or defer payment of such Imposition to Lessor pending the resolution of said contest so long as such failure to pay does not result in any sale, forfeiture, or damage to the Leased Premises or Improvements. In the event Lessee is determined to have not been responsible to pay any Imposition already remitted by Lessee, Lessee shall be entitled promptly to receive a refund of any such Imposition and penalties or interest thereon, which have been paid by Lessee, or which have been paid by Lessor and for which Lessor has been fully reimbursed.

7.4 Lessee shall not permit any mechanic's lien or materialman's lien, claim or other lien to be placed against the Leased Premises or Improvements by reason of any work, labor, service or material furnished or performed for the benefit of Lessee.

ARTICLE 8

EASEMENTS, UTILITY SERVICES AND CHARGES

8.1 Access, Use and Occupancy. Lessor grants Lessee a non-exclusive easement for ingress, egress over and across the constructed roadways, sidewalks and parking lots of the PUD or developed in conjunction with the Facility on and around the Leased Premises for access, use and occupancy of the Improvements, including for Facility parking and maintenance. This access easement will be exercised in conformance with this Amended Lease.

8.2 Right of Entry for Utility Service. Any public utility company or other entity having utility service lines or other facilities located within the boundary lines of the Leased Premises shall have the right to enter upon the Leased Premises at all reasonable times, for the purpose of constructing, maintaining, repairing or servicing such service lines or other facilities as are located within the boundary lines of the Leased Premises and provided for in easements or licenses crossing or servicing the Leased Premises. Any such entry shall be conducted to limit the disturbance to Facility operations, to the extent deemed reasonably practicable by Lessor, and requires restoration of any surface of the Leased Premised which is disturbed by such utility work

to the pre-existing grade and condition, including any portion of the parking lot, signage, contiguous sidewalks, walkways, lawn and landscaping, or other Improvements exterior to the Facility.

8.3 Reservation of Easement and Parking Spaces. Lessor hereby reserves for itself and its successors and assigns a non-exclusive right to locate utility lines within the Leased Premises to benefit any adjacent property owned by Lessor or to otherwise grant utility easements and right-of-way licenses over and across the Leased Premises in such areas as do not materially interfere with Lessee's rights under this Amended Lease. Lessor agrees to provide Lessee with written notice prior to Lessor granting any utility easement or right-of-way license affecting the Leased Premises to any public utility company, or other company having utility service lines or facilities, and Lessor will attempt to accommodate any reasonable request to alter or revise the planned utility easement or right-of-way license based on the Lessee's existing or proposed development of the Leased Premises. Lessor's further reserves for itself and its successors and assigns an exclusive right to access and use ____ parking spots on the Leased Premises in the locations depicted on Exhibit ____.

8.4 Construction Easement. Each party hereby grants to the other party and to its respective agents, employees, contractors, materialmen and laborers a temporary easement for access and passage over and across the Leased Premises and the PUD property as shall be reasonably necessary for the constructing party to construct or maintain improvements upon the Leased Premises or Lessor's surrounding property; provided, however, that such easement shall be in effect only during periods when actual construction or maintenance is being performed and provided further that the use of such easement shall not be exercised so as to unreasonably interfere with the use and operation of the Leased Premises or Lessor's surrounding property. Any constructing party availing itself of the temporary easement shall promptly pay all costs and expenses associated with such work, shall diligently complete such work as quickly as possible, and shall promptly clean the area and restore the affected portion of the Lessor's property or the Leased Premises to a condition which is equal to or better than the condition which existed prior to the commencement of such work.

ARTICLE 9 **USE, MAINTENANCE, AND INSURANCE**

9.1 Use. Lessee and any subsequent successor, purchaser, transferee, assignee, or tenant shall use the Improvements and Leased Premises only for the provision of Emergency Services administration, including but not limited to offices, meeting space, accounting, management, storage, training, and related administrative purposes, in conformance with such party's governmental authority and in compliance with the applicable zoning ordinances, as the same may be amended from time to time. Any document entered into by the Lessee for Conveyance of the Improvements, any portion thereof, or the Leased Premises to a successor, purchaser, transferee, assignee, or tenant shall include a provision restricting the grantee's use of the Leased Premises and Improvements consistent with this Section 9.1.

9.2 Use Restrictions. The following restrictions are imposed upon the Leased Premises and Improvements unless otherwise expressly agreed by the parties in writing:

(a) Lessee may use the Leased Premises and Improvements solely for Emergency Services administration as set forth in Section 9.1 above;

(b) Lessee may not subdivide the Leased Premises or Improvements into two or more parcels, or change the boundary lines of the Leased Premises;

(c) Neither party shall store nor park abandoned or inoperable vehicles of any kind on the Leased Premises. An "abandoned or inoperable" vehicle shall be defined as an automobile, truck, motorcycle, van, or other vehicle for carrying passengers, goods or equipment which has not been driven under its own propulsion for a period of sixty (60) days or longer.

(d) Neither party may conduct any use, activity or practice that unreasonably interferes with the peaceful enjoyment or possession of the Leased Premises or Lessor's surrounding property. The parties shall comply with all applicable laws in connection with their use, activities, or practices on the Leased Premises, Improvements and Lessor's surrounding property; and

(e) No pets are allowed to be housed in the Facility.

9.3 Maintenance. Lessee, at its sole cost and expense, shall be responsible for all routine maintenance and repair of the Leased Premises and Improvements, including, without limitation, such regular preventative maintenance and incidental repairs as are necessary to keep the Leased Premises and Improvements in good order, condition, and repair. Lessor, at its sole cost and expense, shall be responsible for all capital improvements and major maintenance and repairs of the Leased Premises and Improvements, including, without limitation, such structural repairs, replacements, alterations, and upgrades as are necessary to keep the Leased Premises and Improvements in good order, condition, and repair, and/or to enhance the value of the Leased Premises and Improvements.

9.4 Insurance. Lessee shall, at its sole cost and expense, procure and maintain throughout the Lease Term, comprehensive casualty and liability insurance insuring against liability for injuries to persons and damage to or destruction of property arising out of the Lessee's use of the Leased Premises and Improvements. All insurance policies obtained by a party pursuant to this Section 9.4 shall have policy limits not less than the monetary limits of liability established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* All such insurance will name Lessor and Lessee as insureds and provide that they may not be canceled or altered without at least thirty (30) days prior written notice to the other party.

ARTICLE 10

SURRENDER OF THE LEASED PREMISES

10.1 Surrender Upon Termination. Upon the expiration or termination of this Amended Lease, Lessee shall surrender to Lessor the Leased Premises and Improvements, in good order, condition and repair, reasonable wear and tear and insured casualty loss excepted. Lessee shall

remove its personal property from the Leased Premises on or before the date of termination. Upon such termination, Lessor may elect to accept the Improvements in their then-existing condition or instruct Lessee to demolish and remove the Improvements in conformity with all Applicable Laws, restore the Leased Premises to a condition that is reasonably equivalent to its natural condition, and return the Leased Premises to Lessor for future development. Upon termination of this Amended Lease, Lessor shall immediately and automatically become the sole owner of all plans, records, and all other papers and documents which may be necessary or appropriate for the proper management of the Leased Premises and any remaining Improvements.

ARTICLE 11
DEFAULT — REMEDIES

11.1 In the event of any default hereunder by either party, the non-defaulting party shall give the defaulting party written notice specifying the nature of the default. If the defaulting party fails to commence curing the default within sixty (60) days and to diligently prosecute such cure to its completion, then the non-defaulting party may undertake reasonable steps to effect such cure and the defaulting party shall pay non-defaulting party the reasonable cost incurred by non-defaulting party in effecting the cure within thirty (30) days after receipt of an invoice for such services. In addition to the "self-help" remedy set forth above, the non-defaulting party shall have all such other remedies as may be available in equity or at law.

ARTICLE 12
LESSOR'S WARRANTY

12.1 Ownership and Encumbrances. Lessor warrants and represents, upon which warranty and representation Lessee has relied in the execution of this Amended Lease, that the party named herein as Lessor has good and marketable title to and is the owner of the Leased Premises in fee simple absolute; and that it has full right, authority and power to lease the Leased Premises unto Lessee for the term hereof. Lessor shall not further encumber the Leased Premises at any time throughout this Amended Lease, except as otherwise provided for herein.

12.2 Additional Representations, Covenants and Warranties: Each Party represents, covenants and warrants as follows: Each Party is a public body politic and corporate duly organized and existing under the laws and Constitution of the State of Colorado, has full power and authority to enter into the transactions contemplated by this Amended Lease and to carry out its obligations hereunder. The execution, delivery and performance of this Amended Lease has been duly authorized, approved and directed by the governing body of each Party hereto.

(a) The leasing of the Leased Premises to the Lessee under the terms and conditions provided for in this Amended Lease is necessary, appropriate, convenient and in furtherance of the governmental function of each Party.

(b) Neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the

either Party is now a party or by which the either Party is bound, or constitutes a default under any of the foregoing.

(c) To the knowledge of the each Party, there is no litigation or proceeding pending or threatened against affecting the right of such Party to authorize and enter into this Amended Lease or the ability of such Party to comply with the obligations contained herein.

ARTICLE 13 **NOTICES**

13.1 Notices. All notices or demands under this Amended Lease shall be in writing and shall be deemed given and received when delivered personally, or:

(a) In the case of nationally recognized overnight courier service, notice shall be deemed to have been given and received on the second business day following its deposit with such courier service. No signature affirming receipt by the receiving party is required and the internal records of the courier service are to be accepted as sufficient evidence of receipt.

(b) In the case of the U.S. Postal Service, notice shall be deemed to have been given and received on the third business day after the deposit of an envelope with postage prepaid, certified return receipt requested, containing the notice, addressed to the receiving party, with the U.S. Postal Service.

(c) In the case of facsimile transmission, notice shall be deemed to have been given and received on the day of such transmission; provided, however, that if the facsimile transmission is received after 5:00 P.M., then the receipt shall be deemed to have occurred on the next business day. Such facsimile transmission, to be considered effective, shall be corroborated by an original facsimile printout showing the telephone number to which transmitted, the date and the time of such transmission. The copy of such printout and the notice shall be mailed the day of transmission by regular U.S. Postal Service to the receiving party.

All notices shall be given to the respective parties at the following addresses, until further written notice.

If to the Lessor:

County Manager
PO Box 68
Breckenridge CO 80424
FAX (970) 453-3535

With a Copy to:

County Attorney
PO Box 68
Breckenridge, CO 80424
FAX (970) 453-3535

If to Lessee:

Fire Chief
Lake Dillon Fire Protection District
PO Box 4428
Dillon, CO 80453

13.2 Change of Address: Delivery of Notice. The Parties may, by written notice given to the other party, from time to time designate a different address in the State of Colorado for the giving of notices or other communications required or permitted to be given to the party designating such new address.

ARTICLE 14
AMENDMENTS TO AMENDED LEASE AGREEMENT

14.1 Writing and Signatures Required. This Amended Lease and the Ambulance Transfer Agreement as incorporated herein constitute the entire agreement between the parties, and all prior and contemporaneous conversations, negotiations possible alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein. No change, amendment, termination or attempted waiver of any of the provisions of this Amended Lease shall be binding upon Lessor or Lessee unless in writing and signed by both parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement.

ARTICLE 15
ENVIRONMENTAL MATTERS, COMPLIANCE WITH LAWS

15.1 Lessor's Representations and Warranties. Lessor hereby represents and warrants to Lessee as follows, which representations are made as of the date of this Amended Lease:

(a) No Hazardous Materials. To the best of Lessor's knowledge after reasonable inquiry, no Hazardous Materials are located on or under the Leased Premises.

(b) No Violation of Hazardous Materials Laws. To Lessor's knowledge (i) Lessor and all prior owners and occupants of the Leased Premises have not generated, manufactured, refined, transported, treated, stored, handled, disposed of, transferred, produced or processed any Hazardous Materials on the Leased Premises, except for the application and storage by the U.S. Government of ethylene dibromide, lindane and diesel fuel, otherwise than in compliance in all material respects with all Hazardous Materials Laws, and there is no ongoing release of Hazardous Materials on, under or about the Leased Premises, and (ii) Lessor has not received any notice regarding a violation of any Hazardous Materials Laws by any prior owner or occupant.

(c) No Notices, Litigation or Liens. To Lessor's knowledge (i) Lessor has not received any request for information, notice, demand letter, administrative inquiry or formal or informal complaint or claim from or by any public or private agency or entity concerning any release or discharge of any Hazardous Materials on, under, about or off of the Leased Premises or any alleged violation of any Hazardous Materials Laws involving

the Leased Premises; (ii) no litigation is pending or threatened with respect to the Leased Premises concerning any Hazardous Materials or any Hazardous Materials Laws; and (iii) no lien has been imposed or threatened to be imposed against the Leased Premises by any governmental agency or entity in connection with the presence of Hazardous Materials or violation of any Hazardous Materials Laws on or off the Leased Premises.

(a) Contamination. Except for customary materials necessary for construction, use, operation, cleaning and maintenance of the Improvements; the Lessor's industrial, commercial, residential and governmental operations within the PUD; and the Lessee's Emergency Services, the parties hereby agree that neither they nor their respective officers, directors, employees, representatives, agents, contractors, subcontractors, successors, assigns, lessees, sublessees, concessionaires, invitees and any other occupants of the Leased Premises (for purpose of this Section, referred to collectively herein as "Representatives") shall use, generate, manufacture, refine, produce, process, store or dispose of Hazardous Materials on or under Leased Premises, or transport Hazardous Materials to or from the Leased Premises, except in compliance with all applicable Hazardous Materials Laws. Furthermore, each party shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by them or any of their respective Representatives of Hazardous Materials on the Leased Premises, including without limitation, discharge of appropriately treated materials or wastes into or through any sanitary sewer serving the Leased Premises. All leases or sub-leases of the Leased Premises or Improvements entered into by the parties, or either of them, will contain use restrictions and limitations conforming to the terms of this Section.

(b) Remediation. If at any time during the Lease Term any contamination of the Leased Premises by Hazardous Materials shall occur ("Contamination"), then the parties shall determine the cause of such Contamination and the party responsible for the Contamination shall, at its sole cost and expense, promptly and diligently contain, control, remediate and remove such Hazardous Materials from the Leased Premises as well as any adjacent property contaminated by such Hazardous Materials, to the extent reasonably possible but in any event in accordance with the requirements of the applicable Hazardous Materials Laws and industry standards then prevailing in the Hazardous Materials management and remediation industry in Colorado. However, the responsible party shall not take any required remedial action in response to any Contamination in, on or about the Leased Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Contamination without first notifying the other party of the responsible party's intention to do so and affording the other party the opportunity to appear, intervene or otherwise appropriately assert and protect its interest with respect thereto. In addition to all other rights and remedies of the parties hereunder, if the responsible party does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any Contamination, and thereafter commence the required remediation of any Hazardous Materials released or discharged in connection with Contamination within a reasonable time after a party has reasonably approved the responsible party's remediation

plan and all necessary approvals and consents have been obtained, and thereafter continue to prosecute said remediation to completion in accordance with the approved remediation plan, then the non-responsible party, at its sole discretion, shall have the right, but not the obligation, to cause said remediation to be accomplished, and shall be reimbursed by the responsible party within forty-five (45) business days of such party's demand for reimbursement of all amounts paid by the non-responsible party (together with interest from the date of expenditure on said amounts at 6% per annum or the maximum amount permitted by law, whichever amount is greater, until paid), when said demand is accompanied by proof of payment by the non-responsible party of the amounts demanded. The responsible party shall promptly deliver to the other party copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Leased Premises as part of responsible party's remediation of any Contamination.

(c) **Disposition of Hazardous Materials.** Except as discharged into the sanitary sewer or otherwise removed from the Leased Premises in strict accordance and conformity with all applicable Hazardous Materials Laws, the responsible party shall cause any and all Hazardous Materials removed from the Leased Premises as part of the required remediation of Contamination to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes.

15.2 **Notice of Hazardous Materials Matters.** Each party hereto (for purposes of this Section, "Notifying Party") shall immediately notify the other party (the "Notice Recipient") in writing of: (a) any enforcement, clean-up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Leased Premises pursuant to any Hazardous Materials Laws; (b) any claim made or threatened by any person against the Notifying Party or the Leased Premises relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Leased Premises; and (c) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Leased Premises including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within five (5) business days after Notifying Party first receives or sends the same, with copies of all claims, reports, tests, monitoring data, complaints, notices, warnings or asserted violations relating in any way to the Leased Premises or a party's use thereof.

15.3 **Indemnification.** To the extent allowed by law, each party shall indemnify, defend and hold harmless the other party, its elected and appointed officials, and its employees, agents, and representatives from any and all claims, actions, demands, suits, liabilities, penalties, damages, costs or expenses (including, without limitation, attorneys' fees and costs through litigation and all appeals) resulting from death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly by (a) any Contamination they cause or (b) any failure to comply with any Hazardous Materials Laws with respect to the Leased Premises for which they are individually responsible. Each party's respective obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean-

up or detoxification or decontamination of the Leased Premises and the Improvements thereon, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith. The indemnified party shall have the right to select its own legal counsel in connection with any claim, demand, suit, or action brought by a third party or governmental authority, notwithstanding the indemnifying party's obligation to pay such legal counsel's attorneys' fees, costs, and expenses. The provisions of this Section shall survive the expiration or sooner termination of this Amended Lease.

15.4 General Compliance. Lessee shall in all respects as concerns this Amended Lease comply with all Applicable Laws.

ARTICLE 16 **INSPECTION**

16.1 Inspection. Lessor or its respective duly authorized representatives, may enter the Leased Premises and Improvements upon reasonable advanced notice, to view and inspect the Leased Premises and Improvements.. Lessor or its duly authorized representatives may conduct a limited inspection of any documents related to the parties' ownership, use and occupancy of the Leased Premises, including but not limited to subleases, to confirm that all use of the Lease Premises is consistent with this Amended Lease. The parties agree that Lessor's review of any sublease or other documentation related to the ownership, use and occupancy of the Leased Premises and Improvements shall be limited to assuring compliance with the terms, conditions and restrictions contained in this Amended Lease, and that any additional information that may be obtained as a result of the Lessor's review shall be kept confidential to the extent allowed by law.

ARTICLE 17 **FORCE MAJEURE INDEMNITY**

17.1 Force Majeure. The parties shall be relieved of the consequences of any breach, default, penalty or deficiency hereunder which results from a cause or causes beyond its control, except that in no event shall a breach, default, penalty or deficiency involving the failure to pay monies when due be relieved due to cause beyond a party's control. Cause or causes which result from a substantial fault or negligence of either party shall not be deemed beyond its control. Excused causes include, without limiting the generality of the foregoing, war, acts of terrorism, insurrection, strikes or other labor disputes, riot, interruption of transportation facilities, rationing, civil disobedience, fire, flood, epidemic, hurricane, severe weather, explosion, action of the elements, earthquake, acts, actions, proceedings or regulations of any governmental authority (whether legislative, executive, administrative or judicial), and any act of God. The existence of such causes of delay or failure shall extend the time for performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes of delay or failure have been removed.

17.2 General Indemnity. To the extent allowed by law, each party shall indemnify, defend, and hold harmless the other party, its elected and appointed officials, and its employees, agents, and representatives, from any and all damages, liabilities, penalties, costs, expenses,

claims, demands, suits, and actions (including, without limitation, attorneys' fees and costs through litigation and all appeals) brought by or on behalf of any third party or governmental authority due to or arising from the indemnifying party's performance of this Amended Lease, the indemnifying party's ownership, maintenance, or use of the Leased Premises and Improvements, the conduct of the indemnifying party's business, or from any work, activity, or thing done, permitted, or suffered by the indemnifying party in or about the Leased Premises and Improvements, except for injuries and damages caused by the sole negligence of the other party, its elected or appointed officials, or its employees, agents, and representatives. The indemnified party shall have the right to select its own legal counsel in connection with any claim, demand, suit, or action brought by a third party or governmental authority, notwithstanding the indemnifying party's obligation to pay such legal counsel's attorneys' fees, costs, and expenses. The provisions of this Section shall survive termination of this Amended Lease.

ARTICLE 18

MISCELLANEOUS PROVISIONS

18.1 No Broker. The parties each warrant and represent to the other that it has had no compensable dealings, negotiations, agreements, consultations or other transactions with any broker or finder in respect of the Leased Premises or this Amended Lease, and that no person is entitled to any brokerage fee or commission in respect of this Amended Lease, the transactions contemplated thereby and/or the Leased Premises, arising from agreements, arrangements or undertakings made or effected by it and any broker.

18.2 Recordation; Memorandum of Amended Lease. Lessor shall, upon execution of this Amended Lease, record the Amended Lease in the Summit County Clerk and Recorder's Office.

18.3 Estoppel Certificates. The parties shall, within ten (10) days after written request from the other party from time to time and at any time, complete, execute, acknowledge and deliver to the requesting party a written instrument in a form recordable under the laws, regulations and customs of the State of Colorado and its political subdivisions and in a form satisfactory to the requesting party (Lessee or Lessor), certifying that this Amended Lease is unmodified and in full force and effect (or if there have been modifications, that it is in full force and effect as modified and stating the modifications), the dates to which Rent and other charges have been paid in advance, if any, and whether or not, to the best knowledge of such party, the requesting party is in default in the performance of any obligation under this Amended Lease and, if so, specifying each such default of which the party furnishing such information has knowledge and certifying any other fact reasonably requested to be certified by the requesting party, it being intended that any such instrument may be delivered to and relied upon by any prospective purchaser of the requesting party's interest in the Leased Premises and Improvements, any sublessee, or any mortgagee or prospective mortgagee in respect thereof or any part thereof.

18.4 Attornment and Nondisturbance. Lessee shall attorn to any successor of the Lessor and shall continue to observe and perform Lessee's obligations under this Amended Lease and pay rent to whomsoever may be lawfully entitled to same from time to time. Lessor's successor

must agree to be bound by and assume all obligations of this Amended Lease prior to the effectiveness of any transfer by Lessor.

18.5 Successors and Assigns. This Amended Lease shall inure to the benefit of and be binding upon the parties hereto, their agents, employees, contractors, successors, and assigns (including successive, as well as immediate, successors and assigns).

18.6 Colorado Law. This Amended Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action relating to this Amended Lease shall be proper only in Summit County, Colorado. In any dispute arising from or relating to this Amended Lease, the prevailing Party shall be awarded its reasonable attorneys' fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in collecting upon any judgment, order or award.

18.7 Rights Cumulative; Non Waiver. All rights and remedies of Lessor and of Lessee enumerated in this Amended Lease shall be cumulative and, except as specifically contemplated otherwise by this Amended Lease, none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised and enforced concurrently. No waiver by Lessor or by Lessee of any covenant or condition of this Amended Lease to be kept or performed by any other party to this Amended Lease shall constitute a waiver by the waiving party of any subsequent breach of such covenant or condition or authorize the breach or nonobservance on any other occasion of the same or any other covenant or condition of this Amended Lease.

18.8 Waiver of Consequential Damages. The parties hereby waive any and all claims to consequential damages resulting from any breach of any term or condition of this Amended Lease.

18.9 Duplicate Leases. This Amended Lease may be executed in one or more counterparts or in duplicate, and by facsimile or electronic PDF, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument.

18.10 Headings and Captions. The Article and Section captions contained in this Amended Lease are included only for convenience of reference and do not define, limit, explain or modify this Amended Lease or its interpretation, construction or meaning and are in no way to be construed as a part of this Amended Lease

18.11 Partial Invalidity. If any provision of this Amended Lease or the application of any provision to any person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Amended Lease or the application of said provision to any other person or circumstance, all of which other provisions shall remain in full force and effect, and it is the intention of Lessor and of Lessee that if any provision of this Amended Lease is susceptible of two or more constructions, one of which would render the provision valid and the other or others of which would render the provision invalid, then such provision shall have a meaning which renders it valid.

18.12 No Merger of Title. In no event shall the leasehold interest, estate or rights of Lessee hereunder, or of any Mortgagee, merge with any interest, estate or rights of the Lessor in or to the Leased Premises, it being understood that such leasehold interest, estate and rights of Lessee hereunder, and of the Leasehold Mortgagee, shall be deemed to be separate and distinct from the Lessor's interest, estate and rights in or to the Leased 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.

18.13 No Partnership Formed. It is mutually understood and agreed that nothing contained in this Amended Lease is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners, or creating or establishing the relationship of a joint venture between or among the parties, or as constituting any party hereto an agent or representative of the other for any purpose whatsoever.

18.14 Non-Discrimination. The parties hereto hereby covenant by and for themselves, their heirs, executors, administrators and assigns, and all persons claiming under or through them that this Amended Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, national origin or ancestry, sexual orientation or other protected status, in the leasing, subleasing, transferring, use or enjoyment of the land herein leased, nor shall the Lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of Lessees, sublessees or vendees in the land herein leased.

18.15 Governmental Immunity. The parties do not intend to waive, by any provision of this Amended Lease, the monetary limits or any other rights, immunities and protections afforded each of them by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended from time to time, or as provided by any other provision of law.

18.16 No Third Party Beneficiaries. This Amended Lease, and all rights of action relating to the enforcement hereof, are strictly reserved to the parties. Nothing in this Agreement shall give or allow any right or cause of action whatsoever by any other person not included in this Amended Lease. It is the express intention of the parties that any person or entity, other than the parties, receiving services or benefits under this Amended Lease shall be deemed an incidental beneficiary only.

18.17 Non-Appropriation. All direct and indirect financial obligations of a party under this Amended Lease are subject to appropriation, budgeting, and availability of funds to discharge such obligations. If a party's governing body fails to appropriate funds for that party's obligations under this Amended Lease, this Amended Lease shall terminate on January 1 of the year for which the non-appropriation occurred, and neither party shall have any further obligation to the other party under this Amended Lease beyond the financial obligations for which it previously appropriated funds.

BOARD OF COUNTY COMMISSIONERS
OF SUMMIT COUNTY, COLORADO

LAKE DILLON FIRE PROTECTION
DISTRICT

By: Thomas C. Davidson, Chair
President

By: James Cox, Board

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The undersigned, a notary public in and for the above-said County and State does hereby acknowledge that on the day and year set forth below, personally appeared Thomas Davidson in his capacity as Chairman of the Board of County Commissioners of Summit County, Colorado, being duly sworn by and personally known to the undersigned to be the person who executed the foregoing instrument in the capacity set forth above, acknowledged to the undersigned that he voluntarily executes the same.

WITNESS my hand and official seal, this ____ day of _____, 2019.

[SEAL]

Notary Public for the State of Colorado
My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The undersigned, a notary public in and for the above-said County and State does hereby acknowledge that on the day and year set forth below, personally appeared James Cox in his capacity as President of the Board of Directors of Lake Dillon Fire Protection District, being duly sworn by and personally known to the undersigned to be the person who executed the foregoing instrument in the capacity set forth above, acknowledged to the undersigned that he voluntarily executes the same.

WITNESS my hand and official seal, this ____ day of _____, 2019.

[SEAL]

Notary Public for the State of Colorado

My commission expires: _____