

Commissioner Tighe moved that the following Resolution be adopted:

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF THE COUNTY OF JEFFERSON

STATE OF COLORADO

RESOLUTION NO. CC19-187

RE: Deputy County Manager - Facilities - Lease with Right to Purchase - Golden Gate Fire Protection District property located at 25231 Golden Gate Canyon Road, Golden

WHEREAS, the Board of County Commissioners finds that the County property located at 25231 Golden Gate Canyon Road, Golden, Colorado (the "Property"), will not be useful or necessary to County functions presently or in the future for public projects; and

WHEREAS, the Golden Gate Fire Protection District (the "Tenant" or "Buyer") has offered to lease the Property for five years and potentially purchase the Property during the lease term.

NOW THEREFORE, BE IT RESOLVED, that the Board of County Commissioners hereby approves and authorizes the Lease Agreement with Right to Purchase by and between Jefferson County and Golden Gate Fire Protection District for the lease and potential sale of the Property.

BE IT FURTHER RESOLVED, that the Board of County Commissioners hereby waives the requirements set forth in Part 6, Chapter 3, Section C(2) of the County's Policies and Procedures relating to the advertisement of the sale of the Property.

Commissioner Dahlkemper seconded the adoption of the foregoing Resolution. The roll having been called, the vote was as follows:

Commissioner Casey Tighe	Aye
Commissioner Lesley Dahlkemper	Aye
Commissioner Libby Szabo, Chairman	Aye

The Resolution was adopted by unanimous vote of the Board of County Commissioners of the County of Jefferson, State of Colorado.

Dated: May 21, 2019

LEASE AGREEMENT WITH RIGHT TO PURCHASE

This **LEASE AGREEMENT WITH RIGHT TO PURCHASE** (this "Lease" or this "Agreement"), dated for reference purposes only this 21st day of May 2019, is by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the "County") and **GOLDEN GATE FIRE PROTECTION DISTRICT** (the "Tenant" or "District"). The County and the District shall be referred to herein, individually, as a "Party" and, collectively, as the "Parties."

RECITALS

- A. The County owns approximately an acre of real property located off Golden Gate Canyon Road, Jefferson County, State of Colorado as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference and commonly known as 25231 Golden Gate Canyon Road, Golden, CO 80403 (the "Property").
- B. The Property is currently used by the County's Road & Bridge Division for storage and other activities associated with the maintenance of County roads.
- C. The Road & Bridge Division has other facilities located along Golden Gate Canyon Road and no longer needs the property for its operations.
- D. The Tenant would like to lease the Property from the County for the purpose of storing trucks and other equipment associated with its fire protection duties. The District also desires to have a right to purchase the Property using any rental payments paid under this Lease to offset the purchase price.
- D. The County desires to enter into a lease with the Tenant under the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth hereinafter, the Tenant and the County agree as follows:

- 1. **Leased Premises.** The County leases to the Tenant and the Tenant leases from County, upon the terms and provisions of this Lease, that certain real property as set forth on **Exhibit A** attached hereto, containing approximately 43,255 square feet according the Jefferson County Assessor's Office, including all of the County's rights and appurtenances pertaining thereto together with any buildings and improvements on the land (the "Improvements" and collectively with the land, the "Leased Premises"), except as provided in Section 1(a) below.
 - a. **County Chain Up Area.** The County expressly reserves the right to use the area indicated on **Exhibit C** for purposes of chaining up County vehicles when required by Colorado's Chain Law or when weather conditions otherwise dictate the use of chains on vehicles. The Tenant acknowledges and agrees that at such times the chain up area is in use the Tenant may have limited access to the improvements on the Leased Premises. The County and the Tenant will

coordinate in good faith to ensure both parties can use the areas of the Leased Premises as needed.

2. **Term of Lease.** The term of this Lease shall be a period of five (5) years (the "Term"), commencing on June 1, 2019 (the "Commencement Date") and ending on May 31, 2024 (the "End Date") unless terminated earlier in accordance with the terms of this Lease.
3. **Right to Inspect; Acceptance As Is.** The Tenant has had an opportunity to inspect the Leased Premises and acknowledges that the Leased Premises is fit for the Tenant's use and enjoyment. The Tenant accepts this Lease subject to all easements, covenants and rights-of-way of use of record. The taking of possession of the Leased Premises shall be deemed an acceptance of the same by the Tenant in its "AS IS" condition without any obligation whatsoever on the part of the County to repair, remodel, reconstruct or modify the Leased Premises for the Tenant.
4. **Use.** The Tenant may occupy and use the Leased Premises during the Term for the purposes of operating of a fire protection district including the storage of trucks and equipment relating to the fire protection district and for no other purposes. Notwithstanding anything to the contrary, this Lease shall automatically terminate with respect the Leased Premises at such time as the Tenant acquires the Property from the County pursuant to the right to purchase granted in **Section II** below.
5. **Rent.** The Tenant shall make annual rental payments (the "Annual Rent") for the Leased Premises over the first sixty (60) months, payable in twelve (12) monthly installments in advance on the first day of each month in accordance to the amounts set forth in the table below, with the first month's rent prorated if the Commencement Date falls on a day other than the first of the month. Monthly rent will be increased on January 1 of each year thereafter as set forth below.

Months Applicable	Annual Rent	Monthly Payment
Commencement Date to 12/31/2019	\$10,000*	\$833.33
1/1/2020 to 12/31/2020	\$12,000	\$1,000.00
1/1/2021 to 12/31/2021	\$14,000	\$1,166.66
1/1/2022 to 12/31/2022	\$16,000	\$1,333.33
1/1/2023 to 12/31/2023	\$18,000	\$1,500.00
1/1/2024 to End Date	\$18,000	\$1,500

* Intentionally annualized and not adjust for the portion of the year not leased.

The Tenant shall pay, as "Additional Fees", all other payments of whatever nature that the Tenant has agreed to pay or assume under the terms and provisions of this Lease, the Annual Rent and Additional Fees shall be referred to collectively as the "Rent." The payment of Rent shall begin on the Commencement Date.

6. Manner of Payment. All amounts due under this Lease shall be paid to the County, no later than the 10th day of each month, at its office at 100 Jefferson County Parkway, Accounting Department, Suite 4560, Golden, Colorado 80419 or at such other place as the County may designate and shall be made in legal tender of the United States. All checks shall be subject to collection and Lessee shall pay all bank charges incurred by the County as a result of dishonor. Any Rent or fees not received by the County within thirty (30) days of the applicable date due shall incur a late fee equal to ten percent (10%) per annum of the amount due. The County shall apply all payments received first to past due amounts and second to current Rent and fees.
7. Utilities. The Tenant shall pay prior to delinquency and throughout the Term, all charges, fees and assessments for water, gas, heating, cooling, sewer, telephone, electricity, and all other materials and utilities supplied to the Leased Premises, including the propane gas. The disruption, failure, lack or shortage of any service or utility due to any cause whatsoever shall not affect any obligation of the Tenant hereunder, and the Tenant shall faithfully keep and observe all the terms, conditions and covenants of this Lease and pay all rent due hereunder, all without diminution, credit or deduction. The County does not warrant or guarantee the continued availability of any or all of the utilities. In no event shall the interruption, diminution or cessation of such utilities be construed as an actual or constructive eviction of the Tenant, nor shall the Tenant be entitled to any abatement of its obligations under this Lease on account thereof. All costs in connection with the use and occupancy of the Premises, including payment of taxes and assessments of any kind on Tenant's operations, any improvement or the Leased Premises shall be the responsibility of the Tenant.
8. Tenant Maintenance. The Tenant shall keep and maintain the Leased Premises and Improvements in good working order and repair and in a safe and sanitary condition throughout the Term of this Lease in accordance with the terms of this Lease, reasonable wear and tear excepted. The Tenant shall keep, maintain, repair and replace all fixtures and equipment, Improvements and appurtenances in or serving the Leased Premises, including, without limitation, all interior and exterior-walls, all doors and windows, the roof, all wall surfaces and floor coatings and coverings, hazardous material testing (if required), all Tenant improvements and alterations, additions and improvements installed during the Lease Term, all sewer and septic tank, plumbing and joint use of well, electrical, lighting, heating, ventilation systems, fire safety systems, fixtures and appliances and all wiring and glazing, in the same good order, condition and repair, reasonable wear excepted, as they are in on the Commencement Date of this Lease or any later date of installation. The Tenant shall also be obligated to maintain, repair and replace all exterior improvements on the Leased Premises, including, without limitation, grounds/landscaping/responsible weed management, snow removal, walkways, driveways, curbs, parking lots, fencing, lighting, surface water drainage systems and other site improvements. The Tenant shall maintain all equipment and systems located on the Leased Premises in accordance with their operating manuals, and to the extent

the Tenant replaces any such equipment or systems, with County written approval of gas heater replacement and well pump replacement, the Tenant shall make copies of any new operating manuals available to the County promptly upon written request. All maintenance and service required on the Leased Premises shall be performed by qualified service professionals with appropriate permits. The Tenant shall make available to the County promptly upon written request copies of all service agreements relating to maintenance of the Leased Premises. The County shall have the right to enter the Leased Premises as more specifically set forth in Section 10 below, at its discretion, to determine compliance with this Section 8 of this Lease. The County shall have no obligation to maintain the Leased Premises.

9. Alterations to Improvements. During the Term of the Lease, the Tenant shall not make any material alteration, addition or improvement to the Leased Premises without the prior written consent of the County, with the Tenant acquiring appropriate permits for such work, which consent shall not be unreasonably withheld or delayed. Any alteration, addition or improvement made by the Tenant, whether or not consent shall have been given, and any fixtures installed as a part thereof, other than trade fixtures, shall become a part of the Improvements. Such alterations, additions or Improvements will not constitute grounds for extending the term of this Lease.
10. Inspection of Premises. The Tenant will permit the County, its representatives or agents to make inspection of the Leased Premises at any time to confirm compliance with the terms of this Lease. In all cases excepting an emergency, the County shall give the Tenant 24 hours prior written notice (except in case of emergency when no prior notice is required), which shall specify the particular purpose for entering onto the Leased Premises.
11. Insurance. The Tenant shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect it from claims which may arise out of or result from operations under this Lease, whether such operations be by itself or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable. The minimum insurance requirements for this Lease are set forth in Exhibit B attached hereto.
12. Releases, Incidents or Spills. Prior to the installation or storage of any hazardous or toxic substances or materials (including any substance, residue, waste or pollutant that could constitute a hazardous waste or environmental condition) on, near, in or at the Leased Premises, the Tenant shall notify the County of the presence of the hazardous materials, provided, that, storage of small quantities of oil for use in vehicles is permitted. The Parties acknowledge that a propane 500 gallon size tank was installed on the site for County purposes and the Tenant shall be responsible for all maintenance and use of the propane tank upon commencement of this Lease. If the Tenant, or any contractor, representative or agent of Tenant, spills or releases any hazardous or toxic substance or material (including any substance, residue, waste or pollutant that could constitute a hazardous waste or environmental condition) on, near, in or at the Leased Premises (each, an "Incident"), it shall immediately notify the County and any governmental authority

with jurisdiction (such as the Environmental Protection Agency or the Colorado Department of Public Health and the Environment) and shall promptly take all action necessary to remediate the Incident and restore the affected area in accordance with applicable law. The remediation and restoration of any such area must comply with applicable law and shall not adversely affect the maintenance, operations or future development of the Property. As used in this Lease, the terms "hazardous waste" and "environmental condition" mean (a) any "hazardous waste" as defined in the Solid Waste Disposal Act (as amended by the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended) and the regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, and the regulations promulgated thereunder; (c) any oil, petroleum products or by-products; (d) asbestos or asbestos-containing substances; and (e) any hazardous substance, toxic substance, toxic pollutant, or any substance whose release, disposal, generation, storage or emission is regulated by federal, state or local law. To the extent permitted by law, the Tenant shall release, defend and indemnify the County, its officials, directors, shareholders, employees, officers and agents from any and all fines, suits, claims, losses, demands, penalties, liabilities, costs or expenses (including reasonable attorneys' fees), settlements, remedial action requirements, enforcement actions, administrative proceedings and any other action of any kind or nature, including personal injury, wrongful death or property damage arising out of or in connection with the discovery, remediation or disposal of any hazardous waste or environmental condition existing on, in, under or about the Leased Premises.

13. Indemnification. To the extent permitted by law, the Tenant shall indemnify, defend and hold the County and its officers, agents and employees harmless from and against any and all losses (including, without limitation, reasonable attorneys' fees) and claims for damages in tort, contract, or otherwise (collectively, "Claims") arising from or in connection with: (i) the Tenant's operations on the Leased Premises, (ii) any occurrence in, upon or at the Leased Premises caused by the Tenant or its employees, agents, or contractors, (iii) any occurrence occasioned by the violation of any law, regulation or ordinance by the Tenant or its agents, employees, or contractors, or (iv) by the Tenant's default under this Lease. The provisions of this Section shall survive the termination of this Lease.

14. Casualty Damage.

- a. Restoration and Option to Terminate. If any portion of the Leased Premises shall be destroyed or damaged by fire or any other casualty, the Tenant shall immediately give notice thereof to the County. If the Leased Premises are damaged as a result of fire or other casualty, then the Tenant shall not later than thirty (30) days after such damage or destruction, give the County notice of an election whether it will restore the Leased Premises to at least the condition of the Leased Premises prior to such casualty. If the Tenant elects to restore the Leased Premises, the Tenant shall repair and/or replace any and all Improvements or property so damaged. All insurance proceeds received by the Tenant shall be

used to restore the Leased Premises, and documentation of such shall be provided to the County. In addition, the County shall have the right to oversee and approve of all repairs to the Leased Premises in accordance with Section 8 of this Lease. In the event the Tenant elects not to restore the Leased Premises, all insurance proceeds received shall be paid directly to the County. If the Tenant elects not to restore the Leased Premises, then either Party may terminate this Lease upon written notice to the other Party, which termination shall be effective on the tenth (10th) day after giving of said notice, and the Tenant shall surrender possession of the Leased Premises within a reasonable time thereafter, not to exceed twenty (20) days.

- b. **No Obligation to Restore.** If the Leased Premises is damaged as a result of a casualty not insured against (or if the proceeds of such insurance will not pay for the replacement or restoration or if the proceeds are not received by the County), the County shall be under no obligation to restore, replace or rebuild the Leased Premises, and at the option of the County this Lease shall be deemed terminated on the date of such casualty.
- c. **No Abatement of Rent.** The Rent and other charges due under this Lease shall not be reduced or abated by reason of any damage or destruction to the Leased Premises (except to the extent of proceeds received by the County from the rental loss insurance). The Tenant shall have no claim against the County, including, without limitation, for compensation for inconvenience or loss of business, profits or goodwill during any period of repair or reconstruction. In no event shall the County have any liability for, nor shall it be required to repair or restore, any injury or damage to the Tenant's personal property or to any other personal property or to alterations in or upon the Leased Premises made by the Tenant.

15. **Eminent Domain.**

- a. **Taking.** If at any time during the term of this Lease, the Leased Premises or any part thereof shall be taken as a result of the exercise of the power of eminent domain or by an agreement in lieu thereof, this Lease shall terminate as to the part so taken as of the date possession is taken by the condemning authority, provided that the Rent and any other charges hereunder shall be paid to the County by the Tenant as of the date of such taking. If all or any material portion of the Leased Premises shall be taken, the Tenant may terminate this Lease, at its option, by giving the County written notice of such termination within thirty (30) days of such taking. Otherwise, this Lease shall remain in full force and effect with no reduction in Rent.
- b. **Award.** In the event that an award is made for the taking of the Leased Premises in condemnation proceedings, the County shall be entitled to receive and retain the amounts awarded or paid for such taking or conveyance; provided, however, that the Tenant shall be entitled to receive and retain such amounts as are specifically awarded to it in such proceedings because of the taking of its furniture, or fixtures, and its leasehold improvements which have not become a

part of the realty. It is understood and agreed that any amounts specifically awarded in any such taking for the damage to the business of the Tenant done on the Leased Premises and awarded to it as a result of interference with the access to the Leased Premises or for any other damage to said business and trade done at the Leased Premises shall be the property of the Tenant.

- c. No Claims Against the County. It is understood and agreed that in the event of the termination of this Lease as provided under this Section 15, the Tenant shall have no claim against the County for the value of any unexpired term of this Lease and no right or claim to any part of the award made on account thereof, other than awards made directly to the Tenant.

16. Default and Remedies.

- a. Events of Default. Any one or more of the following events shall be an "Event of Default":
 - i. The failure of the Tenant to make any payment of Rent or any other payment required to be paid by the Tenant under this Lease when and as the same shall become due and payable, if such failure continues for a period of ten (10) days after written notice thereof from the County to the Tenant;
 - ii. The Tenant shall vacate or abandon the Leased Premises; however, as long as no monetary default exists, Rent is being paid and the Tenant is maintaining the insurance described in Section 11 above, vacation or abandonment of the Leased Premises shall not constitute a default;
 - iii. The Tenant shall fail to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease other than those referred to in the foregoing Sections 16(a)(i) and 16(a)(ii), and the Tenant fails to remedy the same within thirty (30) days after the County has given the Tenant written notice specifying such default or such additional period, if any, as may be reasonably required to cure the failure if the failure reasonably cannot be cured within a thirty (30) day period, provided the Tenant commences to cure such default within thirty (30) days after receipt of notice and thereafter diligently pursues such cure to completion;
 - iv. The Tenant fails to vacate the Leased Premises upon the termination of a hold-over term in accordance with Section 17 of this Lease.
 - v. The making by the Tenant of any general arrangement or assignment for the benefit of creditors; (ii) the filing by the Tenant of a voluntary petition in bankruptcy under Title 11 U.S.C. or the filing of an involuntary petition against the Tenant which remains uncontested for a period of sixty (60) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of the Tenant's assets located at the Leased Premises or of the Tenant's interest in this Lease; or (iv) the attachment, execution or other judicial seizure of substantially all of the Tenant's assets located at the Leased Premises or of the Tenant's interest in this Lease, provided, however, in the event that any provisions of this Section 16(a)(v) is

contrary to any applicable law, such provision shall be of no force or effect.

- b. Remedies. Upon the occurrence of an Event of Default, the County shall have the option to (i) institute suit against the Tenant to collect Rent or other sum as it becomes due or to enforce any obligation under this Lease, (ii) terminate this Lease, (iii) terminate the Tenant's right to possession without terminating this Lease, or (iv) cure the Event of Default on behalf of the Tenant. If County cures an Event of Default on behalf of the Tenant, the Tenant shall, on demand and as Additional Rent, reimburse the County for the County's expenses incurred thereby. All past due payments required of the Tenant hereunder shall bear interest from the date due until paid at the lesser of ten percent (10%) per annum or the maximum lawful rate of interest. If the County terminates either this Lease or the Tenant's right to possession of the Leased Premises, the Tenant will immediately surrender the Leased Premises to the County. If the Tenant fails to surrender the Leased Premises, the County may enter upon and take possession of the Leased Premises and expel or remove the Tenant and any other person who may be occupying the Leased Premises or any part thereof. Any termination only of the Tenant's right to possession of the Leased Premises will not relieve the Tenant of the Tenant's obligation to pay the Rent under this Lease.

17. Holding Over. If the Tenant remains in possession of the Leased Premises after expiration of the term hereby demised, such holding over shall be deemed to be a holding over upon a tenancy from month-to-month at a monthly rental equal to 300% of current Rent rate due and payable under the Lease, and the Tenant shall remain liable for all other payments provided for hereunder and such holding over shall be subject to all of the other terms and conditions of this Lease. The County and the Tenant each hereby agree to give the other Party written notice at least thirty (30) days prior to the last day of a monthly term to terminate this holdover tenancy. In the event Tenant does not vacate the Leased Premises thirty (30) days after County's notice terminating the holdover tenancy and the County relets the Leased Premises to a new tenant with a lease term commencing after the date the Tenant is required to vacate the Leased Premises, such failure shall be an Event of Default under Section 16(a) of this Lease.

18. Assignment and Subletting. This Lease and the rights granted herein are voidable by the County if assigned or subleased without the prior written consent of the County. In the event the Tenant desires to assign or sublet this Lease, the County shall have the option to terminate this Lease and the County may, in its sole and absolute discretion, enter into a new lease with such third party. The Tenant acknowledges and agrees that the County has agreed to certain terms and provisions in this Lease which are not appropriate for Leases with other non-governmental parties, and as such the County shall in its sole discretion have the right to withhold its consent to assignment of this Lease or the sublease of a portion of the Leased Premises. Any such assignment or subletting by the Tenant without the written consent of the County being first obtained, shall be an Event of Default, subject to the provisions of Section 16(b), and shall be voidable at the option of County.

19. Cumulative Remedies. No remedy or election hereunder by the County shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity and may be pursued successively or concurrently as the County may elect. The exercise of any remedy by the County shall not be deemed an election of remedies or preclude the County from exercising any other remedies in the future.

SECTION II

RIGHT TO PURCHASE

20. Right to Purchase. The County hereby grants to Tenant the exclusive right to purchase the Property from the County at any time starting on the Commencement Date up and until the End Date of this Agreement or such earlier date as this Agreement is terminated (the "Right to Purchase Period"), subject to the terms and conditions set forth in this Section II (the "Right to Purchase") and the reservation of a chain up area as described in Section 20(a) below.
- a. County Chain Up Area. The County desires to retain an easement to chain up County vehicles on the Property. At the closing of the sale of the Property to the District, the District will grant to the County an express easement for use of the chain up area as described on Exhibit C upon the terms and conditions the parties mutually agree upon and which shall be executed at the Closing described below.
21. Right to Purchase Consideration. This Right to Purchase is granted in consideration of the District paying to the County the sum of Five Hundred (\$500.00) Dollars at execution of this Lease ("Right to Purchase Consideration") which shall be in addition to any Rent due and payable under the Lease. The Right to Purchase Consideration shall be applied as a credit to the Purchase Price of the Property as described below to the extent District exercises its rights hereunder to purchase the Property. Otherwise the Right to Purchase Consideration shall be non-refundable to the District.
22. District's Access to the Leased Premises/Due Diligence During Right to Purchase Period. During the Right to Purchase Period, the District, personally or through its authorized agents or representatives, shall be entitled, at the District's sole cost and expense, to perform any investigations as the District shall deem necessary, including, without limitation, soil tests, environmental audits, surveys, field studies, engineering or drainage analysis of the Property to determine the suitability of the Property for the District's purposes. The District will promptly repair and restore any damage or injury to the Leased Premises caused by such investigations. The County shall furnish to the District, to the extent available, legible prints or copies of sketches or surveys of the Property in the County's possession. The District shall not permit any liens, charges or encumbrances to arise against the Property in connection with or as a result of the inspections, studies or investigations. To the extent permitted by law, the District shall indemnify, defend and hold the County harmless of and from any and all losses, liabilities, costs, expenses (including without limitation reasonable attorneys' fees and

costs of court), damages, liens, charges, claims (including without limitation materialmen's charges or liens or claims of charges or liens), actions and causes of action arising from or relating to the District's (or the District's agents, employees, representatives, or invitees) entering upon the Property, whether pursuant to this section or otherwise. The District shall have completed any and all due diligence required to proceed with a formal purchase of the Property prior to issuing a Right to Purchase Exercise Notice as described below.

23. Exercise of the Right to Purchase. In the event the District elects to exercise the Right to Purchase, the District shall give written notice of such election to the County (the "Right to Purchase Exercise Notice"). The purchase price for the Property shall be the fair market value of the Property as of the date of the District's exercise of its Right to Purchase as determined in accordance with the Appraisal Procedures described below (the "Purchase Price").

24. Appraisal Procedures.

- a. Mutually Agreeable Appraiser. Upon receipt of the Right to Purchase Exercise Notice, the Parties will proceed with establishing the fair market value of the Property by obtaining a third-party appraisal of the Property. The Parties shall work together to select a mutually agreeable MAI Appraiser to determine the fair market value of the Property and the County and the District shall split the cost of the appraisal by the agreed upon MAI Appraiser.
- b. Appraisal Deadlock. If the Parties cannot agree upon a single MAI Appraiser within 30 days of the Right to Purchase Exercise Notice, then the following procedure will be followed. Within 40 days of the Right to Purchase Exercise Notice each Party shall select a MAI Appraiser and the MAI Appraisers so selected by the Parties shall select a third MAI Appraiser. The three (3) selected MAI Appraisers shall each determine the fair market value of the Property within 45 days of the selection of the third appraiser. Each Party shall pay the fees and expenses of its selected MAI Appraiser and the Parties shall each pay one-half of the fees and expenses of the third MAI Appraiser. If either Party fails to select a MAI Appraiser within the time period set forth in the foregoing paragraph, the MAI Appraiser selected by the other Party shall alone determine the fair market value of the Leased Premises and the fair market value so determined shall be binding upon the Parties. If the MAI Appraisers selected by the Parties are unable to agree upon a third MAI Appraiser within the time period set forth above, either Party shall have the right to apply to a presiding judge within Jefferson County to name the third MAI Appraiser. The cost of such application to the presiding judge shall be shared equally by the Parties. Within 5 days after completion of the third MAI Appraiser's appraisal, all three (3) MAI Appraisers shall meet and a majority of the MAI Appraisers shall attempt to determine the fair market value of the Property. If a majority are unable to determine the fair market value at such meeting, the three (3) appraisals shall be added together and their total divided by three (3). The resulting quotient shall be the fair market value. If,

however, either or both of the low appraisal or the high appraisal are more than ten percent (10%) lower or higher than the middle appraisal, any such lower or higher appraisal shall be disregarded. If only one appraisal is disregarded, the remaining two appraisals shall be added together, and their total divided by two, and the resulting quotient shall be such fair market value. If both the lower appraisal and higher appraisal are disregarded as provided herein, the middle appraisal shall be such fair market value. In any event, the result of the foregoing appraisal process shall be final and binding upon the Parties.

- c. MAI Appraiser Defined. "MAI Appraiser" shall mean an appraiser licensed or otherwise qualified to do business in Colorado and who has substantial experience in performing appraisals of properties similar to the Property and is certified as a member of the Appraisal Institute (MAI – member, Appraisal Institute), or, if such organization no longer exists or certifies appraisers, such successor organization or such other organization as the parties mutually determine.
 - d. Purchase Price Determination; Revocation Period.
 - i. Purchase Price. The Purchase Price as determined in accordance with the foregoing procedure shall be binding on the Parties and shall be payable by the District to the County at the Closing as described below. The District shall receive as a credit against the final Purchase Price at closing the sum of all Annual Rent paid in a timely manner under the Lease and the Right to Purchase Consideration. The District shall not be entitled to any credit for sums paid relating to late fees and other costs and expenses associated with the Lease.
 - ii. Revocation Period. Notwithstanding the foregoing, the District shall be permitted to revoke its exercise of the Right to Purchase, for any reason or for no reason at all, provided that it sends the County written notice of such revocation not later than the date which is 10 days immediately following the final determination of the Purchase Price (the "Revocation Period").
25. Title and Closing. Within 15 days after the District has exercised its Right to Purchase and the Parties have determined the Purchase Price for the Property as set forth in Section 24 above, the County shall deliver to the District, a current title insurance commitment with respect to the Property issued by Land Title Guarantee Company, or its successor or other mutually agreeable title company, which shall reflect that marketable fee simple title to the subject property is vested in the County and that same is insurable by a title company (the "Title Commitment"). Said Title Commitment shall be subject only to taxes for the current year, easements, and rights of way of record, prior mineral reservations, and an easement for the chain up area. Should said Title Commitment reflect any exceptions to the title unacceptable to the District, the District shall notify the County in writing of any defects within 15 days (the title review period) and the County shall have a reasonable time (but not more than 25 days) in which to make the title good

and marketable or insurable, and shall use due diligence in an effort to do so. If after using due diligence the County is unable to make the title acceptable to the District within such reasonable time, it shall be the option of the District either to accept the title in its existing condition with no further obligation on the part of the County to correct any defect, or to cancel the sale and continue to lease the Property per the terms of this Lease. If the District refuses to close on the Property, all money paid by the District to the County shall remain with the County as payment of Rent for the Leased Premises. If title is acceptable to the District, the closing shall occur within 15 days after expiration of the "title review period" (the "Closing"). At closing the County shall convey title to the District by a Commissioners Deed. The Parties agree to split evenly the Closing costs charged by the selected title company. In addition, the District shall pay any and all costs associated with obtaining title insurance for the Property.

26. Recording. The District shall have the right to request that a document be recorded against the Property in the Jefferson County real property records, memorializing the material terms of this Right to Purchase in a form to be reasonably approved by the County, and prepared and recorded at the District's cost and expense.
27. Right of Purchase Termination.
- a. Right to Purchase Termination. The District shall have the right in its sole discretion to terminate this Right to Purchase by providing written notice to the County. Further in the event the District fails to timely exercise its rights under this Lease in accordance with Section 20 above prior to the expiration of the Right to Purchase, then this Right to Purchase shall automatically terminate. Upon receipt by the County of the Right of Purchase Termination Notice or upon an automatic termination as set forth above, the Right to Purchase Consideration previously paid to the County shall remain the County's.
 - b. County's Right to Terminate. In the event the County and the District are unable to agree upon the terms of an easement agreement for the chain up area as described in Section 20(a) above, the County may terminate the Right to Purchase at any time and shall be released from all obligations with respect to the Right to Purchase.
 - c. Effect of Termination. Upon receipt by the County of the Right to Purchase Termination Notice, the County shall be released from the terms of this Right to Purchase, and this Right to Purchase shall be of no further force and effect.
28. Brokers. The County and the District each represent and warrant to the other that they have not dealt with any real estate broker, salesman, agent or finder in connection with the Leased Premises and the Right to Purchase the Property. Each Party agrees to hold the other harmless from the claims or demands of any real estate broker, salesman, or agent or finder claiming to have dealt with the other Party.

SECTION III

MISCELLANEOUS PROVISIONS

29. Headings. The Section headings contained in this Lease are for convenience in reference and are not intended to define or limit the scope of any provision.
30. Time of Essence. Time is of the essence in this Lease.
31. Attorneys' Fees. In the event any action or proceeding is brought to take possession of the Leased Premises or Improvements, breach of any provision of this Lease or to enforce compliance with this Lease for failure to observe any of a Party's covenants, the prevailing party shall be awarded reasonable attorney's fees, expenses and costs.
32. Waiver. Waiver by a Party of, or the failure of a Party to insist upon, the strict performance of any provision of this Lease shall not constitute a waiver of such Party's right or prevent such party from requiring the strict performance of any such provision in the future. Any waiver of an obligation, right, term or provision contained in this Lease must be in writing and signed by the Party against whom enforcement is sought.
33. Limitation of Benefit. There are no third-party beneficiaries of this Lease. Without limiting the generality of the preceding sentence, this Lease does not create in or bestow upon any other person or entity not an express party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the Parties expect to conform their operations in relation to any person or entity not an express party to this Lease.
34. Severability. If any provision of this Lease is held invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Lease.
35. Successors. The terms and provisions in this Lease shall extend to and bind the permitted successors and assigns of each Party.
36. Notices. All notices required under this Lease shall be in writing and delivered personally, by overnight carrier, by email or by first class certified mail, return receipt. If delivered personally or by overnight carrier, notice shall be deemed given when actually received. If delivered via email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notice shall be delivered to:

If to the Tenant or the District:

Golden Gate Fire Protection District
Attn: Board President

32360 Robinson Hill Road
Golden, CO 80403
Tel: (303) 520-0966
Email: sam.patton@goldengatefire.org

If to the County:

Jefferson County Facilities Management
Attn: Facilities Management Director
700 Jefferson County Parkway, Suite 300
Golden, CO 80401
Tel: (303) 271-5000
Email: FacilitiesHelpdesk@jeffco.us

with a copy to:

Jefferson County Attorney's Office
100 Jefferson County Parkway, Suite 5500
Golden, CO 80419-5500
Tel: (303) 271-8900
Email: CAOcontracts@jeffco.us

or to such other address or addresses as the parties may designate in writing.

37. **Governing Law: Jurisdiction.** This Lease shall be governed by the laws of the State of Colorado and venue for any and all actions shall be in the County of Jefferson, State of Colorado.
38. **Dates.** Whenever any determination is to be made or action is to be taken on a date specified in this Lease, if such date shall fall on Saturday, Sunday or legal holiday under the laws of the State of Colorado, then in such event said date shall be extended to the next day which is not a Saturday, Sunday or legal holiday.
39. **Entire Agreement.** This Lease embodies the entire agreement between the Parties concerning the subject matter and supersedes all prior written or oral conversations, proposals, negotiations, understandings and agreements. This Lease may not be altered or modified in any manner whatsoever except by a writing signed by the Parties.
40. **Relationship of Parties.** Nothing contained in this Lease shall be deemed or construed by the Parties as creating a relationship of principal and agent, partners, joint venturers or any other relationship. It is understood and agreed that neither the method of computation of fees, nor any other provision contained herein, nor any act of a Party creates a relationship other than the relationship of County and the Tenant.

41. No Waiver of Immunity. Nothing in this Lease shall be deemed a waiver of any protections available to the Parties under the Colorado Governmental Immunity Act, or any similar statutory provision.
42. Counterparts. This Lease may be executed in counterparts, each of which will be deemed an original. Delivery of an executed signature page of this Lease by facsimile or email transmission will constitute effective and binding execution and delivery of this Lease. The County and Lessee agree to allow the use of electronic signatures for execution of this Lease. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24 71.3 101 to -121.
43. Proper Execution. Each Party represents that all procedures necessary to authorize such Party's execution of this Lease have been performed and that the person signing for such party has been authorized to do so.
44. Annual Appropriation. No provision of this Lease shall be construed or interpreted as creating an indebtedness or a multiple fiscal year direct or indirect debt or other multiple year financial obligation whatsoever of Tenant within the meaning of any constitutional or statutory debt limitation provision including, without limitation, Article XI, Sections 1, 2 and 6 and Article X, Section 20 of the Colorado Constitution. Any financial obligation of Tenant, including the obligation to pay Rent in any year beyond the Tenant's current budget year is subject to Tenant's budgeting and appropriating funds, in the sole discretion of Tenant's Board for the payment of such financial obligation. If Tenant does not appropriate sufficient funds in any Lease year for Tenant's financial obligations under this Lease for the ensuing Lease year, this Lease shall be terminated as of December 31st of the then current Lease year, without penalty or damages whatsoever.

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GOLDEN GATE FIRE PROTECTION DISTRICT

By: 
Sam Patton, Board President

STATE OF COLORADO.
COUNTY OF Jefferson

The foregoing Lease and Right to Purchase was acknowledged before me this 10th day of May, 2019 by Sam Patton as Board President of the Golden Gate Fire Protection District


Notary Public

BENJAMIN S FERRIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174039838
MY COMMISSION EXPIRES SEPT. 25, 2021

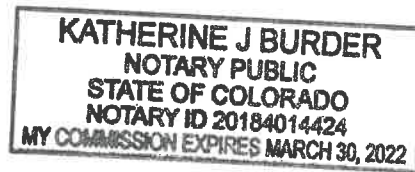
**COUNTY OF JEFFERSON,
STATE OF COLORADO**

By: 
Libby Szabo
Chairman, Board of County Commissioners

STATE OF COLORADO
COUNTY OF JEFFERSON

The foregoing Lease and Right to Purchase was acknowledged before me this 21st day of May, 2019 by Libby Szabo as Chairman of the Board of County Commissioners of Jefferson County, Colorado.


Notary Public



Approved as to form:

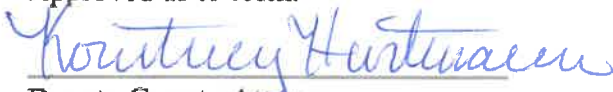

Deputy County Attorney

Exhibit A
Leased Premises/Property

EXHIBIT A 2

A tract of land situated in the South half of the North half of Section 24, Township 3 South, Range 71 West of the Sixth Principal Meridian, more particularly described as follows:

Beginning at a point from which the Northeast corner of said Section 24 bears

N. $54^{\circ} 58' 04''$ E. 3149.43 ft.;

thence N. $14^{\circ} 43' 33''$ E. 77.00 ft.;

thence N. $75^{\circ} 16' 27''$ W. 170.00 ft.;

thence S. $14^{\circ} 43' 33''$ W. 171.84 ft. to the northeasterly edge of the Golden Gate Canyon Road;

thence along said Road edge southeasterly on a curve to the right whose radius point bears S. $56^{\circ} 25' 42''$ W. 165.00 ft., whose tangent is 62.22 ft., and whose central angle is $41^{\circ} 19' 18''$, an arc length of 119.00 ft.;

thence leaving said road curve edge on a non radial and non tangent line N. $14^{\circ} 43' 33''$ E. 198.00 ft.;

thence S. $75^{\circ} 16' 27''$ E. 116.00 ft. to the point of beginning.

This description was prepared by James Warren Andrews, 1942 Mt. Zion Drive, Golden, Colorado 80401

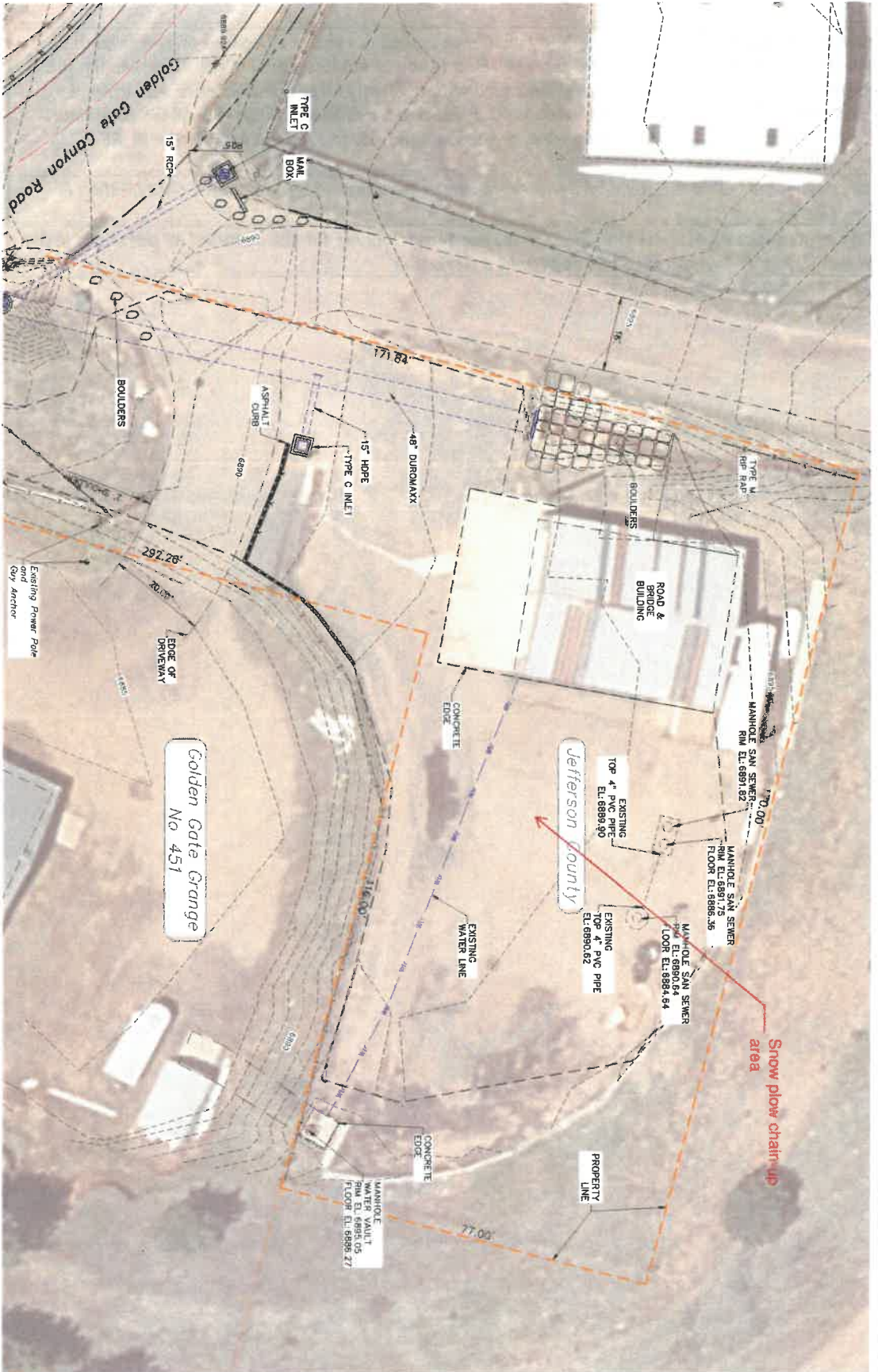
Exhibit B

Insurance Requirements

	INSURANCE REQUIREMENTS –	GENERAL
I	Prior to the commencement of any work the vendor shall forward certificates of insurance to the department specified in the award document.	
II	Certificate Holder must be Jefferson County, Colorado.	Required
II	Jefferson County, Colorado, it's officers, directors, employees and volunteers must be added as additional insureds to the Commercial General Liability Coverage.	Required
III	Insurance - Minimum requirements:	
	Commercial General Liability Insurance - Tenant shall provide Commercial General Liability Insurance on an Occurrence Form. The policy must include coverage for bodily injury (including death), property damage, personal injury, products and completed operation, and contractual liability. Coverage must also be included for Tenant's Legal Liability with a \$1,000,000 sublimit. A waiver of subrogation must also be included on behalf of Jefferson County, Colorado. Tenants Legal Liability	Required \$1M ea occurrence \$2M general aggregate \$1M
	Automobile Liability Insurance - Automobile liability insurance covering the use, operation and maintenance of any automobiles, trucks, trailers or other vehicles owned, hired or non-owned by Tenant providing bodily injury, including death, and property damage coverage.	\$1M per occurrence
	Workers' Compensation Insurance - Workers' compensation insurance for protection of Tenant, its owners, partners and employees as required by law and Employer's Liability insurance with the following minimum limits of: Employer's liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee The workers' compensation and employer's liability insurance policies of Tenant shall contain a waiver of subrogation as to Landlord.	Required
	Property Insurance – Tenant shall provide Property Insurance policy including Machinery & Equipment Breakdown with both coverage parts including coverage for Spoilage, if applicable, and glass breakage that covers all of Tenant's property in the Premises (including, without limitation, inventory, trade fixtures, furniture and other property removable by Tenant under the provisions of this Lease). Such policy will insure Tenant's Work and all Tenant improvements. Tenant's policy will include the following policy terms and conditions: (a)Special Causes of Loss; (b)Replacement Cost Coverage equal or greater than 100% of the replacement cost of aforesaid property; (c) No Coinsurance; (d) Business Income & Extra Expense including rental value equal to the expected gross annual revenue. Can also be provided on a 12-month actual loss sustained basis. A waiver of subrogation must also be included on behalf of Jefferson County, Colorado.	Required \$1M
	INSTALLATION FLOATER/BUILDERS RISK (If Applicable). If Construction activities will be done on the project site, Tenant shall provide or shall cause Contractor to provide a Builders Risk policy or Installation Floater to cover that portion of the work to be constructed, installed, altered, or repaired by Contractor. All policies are subject to the approval of Landlord. Landlord shall be listed as a named insured or loss payee on the applicable policy.	Required \$1M (If Applicable)
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance.	Required
	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance	Required

	industry resources. Property and liability insurance companies shall be licensed or approved to do business in Colorado and shall have an A.M. Best rating of not less than A-/VII. Additionally, the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	
IV	Any deviations below the standards given above must be approved by Jefferson County Safety & Compliance.	Required
V	Any subtenants must meet the same insurance requirements for the contract or purchase order unless Safety & Compliance has approved a deviation	Required

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Designed By:	Drawn By:	Checked By:	Staff:	Date Created:	Scale:
					(As Shown)
File Location:	File:	File:	File:	Plot Date:	Plot Date:
c:\proj\051313058_008_008_008\051313058_008_008.dwg	051313058_008_008.dwg	051313058_008_008.dwg	051313058_008_008.dwg	9/28/13	9/28/13
				F.R. Date:	F.R. Date:

JEFFERSON COUNTY COLORADO

Transportation and Engineering
 1425 Jefferson County Parkway, Suite 3000
 Golden, Colorado 80601
 (303) 271-0855

ROAD AND BRIDGE SHOP (AS-BUILT)
GOLDEN GATE CANYON RD (THE GRANGE)

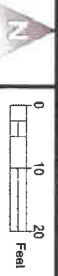


EXHIBIT C