

LEASE & MANAGEMENT AGREEMENT  
[Adams County, Colorado]

This Lease & Management Agreement (“**Lease**”) is dated for reference purposes as of this June 30, 2017, between the Adams County, Colorado, a political subdivision of the State of Colorado (the “**County**”) and The Trust for Public Land, a California nonprofit public benefit corporation (“**TPL**”). The County and TPL may each be referred to as a “**Party**” or collectively as the “**Parties**.”

This Lease is made with reference to the following facts:

A. The Premises consist of approximately 174 acres whose location shown and described on the map and legal description attached hereto as Exhibit A, incorporated herein by this reference, together with all improvements thereon (the property and improvements are referred to as the “**Premises**”)

B. The Premises are located in Adams County, Colorado and, pursuant to a separate Agreement for Purchase of Real Property dated as of \_\_\_\_\_, 2017 (the “**Purchase Agreement**”), TPL has agreed to sell the Premises to the County for use as public recreational, habitat, and open space purposes, and the County would like to acquire the Premises for such purposes.

C. Until the County is able to raise the funds required to purchase the Premises, TPL and the County have determined that this Lease is in the best interests of the both Parties to provide, among other things, for public use, habitat, open space purposes, and upkeep and maintenance of the Premises until the County acquires the Premises from TPL, as provided in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual benefits, agreements, and covenants contained in this Lease the Parties agree as follows:

1. Lease of Premises. TPL hereby leases the Premises to the County and the County leases the Premises from TPL on the terms and conditions in this Lease.

2. Term.

2.1. Initial Term. The term (“**Term**”) of this Lease will commence on the date that TPL acquires fee title to the Premises (the “**Commencement Date**”). TPL will immediately notify the County in writing upon TPL’s acquisition of fee title to the Premises. The Term will through and until and expire on July 31, 2017.

2.2. Options to Extend the Term. The County may extend the term of this Lease an additional two months, to and through September 30, 2017 (the “**Extension Term**”), upon the same terms and conditions as set forth in this Lease. The County may exercise an Extension Option by appropriating funds to pay the rent and all other sums required for each Extension Term and giving TPL written notice of exercise of the County’s exercise of an Extension Option least ten (10) days before the expiration of the then-current Term or Extension Term. The parties may mutually agree to additional extensions which shall be evidence by a written agreement

between the parties. The county shall be responsible for securing any necessary County approvals for any extensions.

2.3. Lease Termination. This Lease will terminate upon the earliest to occur of either of the following events: (a) the expiration of the Term or Extension Term without exercise by the County of any applicable Extension Option; (b) the closing of the County's acquisition of the Premises under the Purchase Agreement; (c) as provided in Section 2.5 below; or (d) after default, pursuant to the terms of Section 18 below.

2.4. Lease Not a Pledge of Revenue. Nothing contained in this Lease will constitute a pledge of the full faith and credit of the general tax revenues, funds, or moneys of the County, except the amount appropriated for the purpose of making rental payments under this Lease during the current fiscal year. The County and TPL understand and intend that the obligation of the County to pay rent under this Lease will constitute only a current expense of the County and will not in any way be construed to be a debt of the County in contravention of any applicable constitutional charter or statutory requirements concerning the creation of indebtedness by a lessee.

2.5. Termination upon Non-appropriation. This Lease is obligation of the County, but the County is not obligated by this Lease to make any payments in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or to make payment from any funds of the County other than funds appropriated for the payment of current expenditures. All payment obligations of the County under this Lease, including, without limitation, the County's obligation to pay rent, are from year-to-year only and do not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the County. This Lease is subject to annual revenue at the option of the County and will be terminated upon an event of non-appropriation. In such event, all payments from the County under this Lease will terminate, and TPL's exclusive remedy will be to repossess the Premises.

3. Condition. The County has had an opportunity to inspect the Premises and enters into this Agreement solely in reliance on the County's own examination and not by reason of any representation by TPL. The Premises will be delivered to the County in its "as-is" condition on the Commencement Date. The County acknowledges that neither TPL nor any agent of TPL has made any representation or warranty with respect to the condition of the Premises.

4. Rent and Incremental Purchase Payments. Subject to adjustment as described in this section, the rent for the Premises during the Term and any extension or renewal thereof will be \$45,500.00 per month or pro rata portion thereof, payable monthly in arrears on the first day of following monthly ("**Due Date**"), and calculated as follows:

4.1. Adjustment of Rent Due to Change in Prime Rate. TPL may adjust the rent for each month of rental after beginning October 1, 2017, if necessary, to reflect any change in the Prime Rate occurring during the previous period.

4.2. Delivery of Rent Payments. All rent due under this Lease will be made payable to TPL, and will be considered paid when delivered to:

The Trust for Public Land  
901 Fifth Avenue  
Suite 1520  
Seattle, WA 98164  
Attn: Kenton Quist

TPL may, at any time, by written notice to the County, designate a different address to which the County will deliver the rent payments. If requested by the County in writing, TPL will send monthly rent invoices to the County.

4.3. Failure to Pay Rent; Late Charge.

(a) If the County fails to pay the rent or any other sums payable under this Lease when due and payable, any unpaid amounts will bear interest at the rate of ten percent (10%) per year from the date due to the date of payment, simple interest. In addition to such interest, the County acknowledges that the late payment by the County of any amount due under this Lease will cause TPL to incur certain costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs, and processing and accounting expenses, the exact amount of such costs being extremely difficult or impracticable to fix. Therefore, if any amount is not received by TPL from the County within fifteen (15) days after the date such sums are due and payable, and then the County will immediately pay to TPL a late charge equal to five percent (5%) of such overdue amount. TPL and the County agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to TPL for its loss caused by the County's nonpayment. If the County pays the late charge but fails to pay contemporaneously therewith all unpaid amounts of rent due hereunder, TPL's acceptance of this late charge will not constitute a waiver of the County's default with respect to such nonpayment by the County or prevent TPL from exercising all other rights and remedies available to TPL under this Lease or under the law.

(b) In the event of a dispute between the parties as to the correct amount of rent owed by the County, TPL may accept any sum tendered by the County in payment thereof, without prejudice to TPL's claim as to the proper amount of rent owing. If it is later determined that the County has not paid the full amount of rent owing, the late charge will apply only to that portion of the rent still due and payable from the County.

5. Use. The Premises may be used and occupied solely and exclusively by the County for public recreation, habitat preservation, and open space purposes, and for use by the general public, pursuant to the County's authorization, consistent with the County's rules, regulations, policies, and all applicable laws. All risk of loss, damage, or liability under this Lease will be solely that of the County. The County may not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance. The County will not, except as may be required by law, cause the destruction of habitat or natural resource values on the Premises. The County will not use or occupy the Premises or permit anything to be done in or about the Premises in violation of law or any covenant, condition, or restriction affecting the Premises. The County, at the County's own cost and expense, must comply with all laws, ordinances, regulations, rules, and/or any directives of any governmental agencies or authorities having jurisdiction which will, by reason of the nature of the County's use or occupancy of the

Premises, impose any duty upon the County or TPL with respect to the Premises or its use or occupation. The County will not do or permit to be done anything that will invalidate any insurance covering the Premises or increase the amount of the premium for fire or other insurance covering the Premises that may be carried by TPL during the Term and any Extension Term.

6. Exclusive Control of Premises. The County will have the exclusive control of the Premises, subject to TPL's rights hereunder and at law and equity, and any rights of record.

7. Operation, Management & Maintenance; Compliance with Law.

7.1. The County's Obligations. The County, at its sole cost and expense, will be responsible for the maintenance of the Premises during the Term. the County will, at its sole cost and expense during the Term and any Extension Term (i) maintain and repair the Premises, including its facilities, improvements, and roads, and keep the Premises in good order and repair; and (ii) maintain and repair the Premises, including its facilities, improvements, and roads in compliance with any and all present and future laws, general rules, or regulations of any governmental authority. All maintenance and repair work must meet all professional standards applicable to such work. The County will keep reasonable records describing any maintenance/repairs it does on the Premises, and provide such records for TPL's review upon demand. Before performing any maintenance or repairs that may materially impact the use or value of the Premises, the County must notify TPL and such maintenance/repairs may be done only with TPL's prior written approval; provided, however, in the case of emergency repairs, TPL's prior written approval will not be required, but the County will notify TPL of the repairs as soon as practicable and will conduct such repairs in a professional and commercially reasonable manner.

7.2. TPL Has No Maintenance Obligations. TPL will not be required or obligated to do any maintenance or to make any repairs, changes, alterations, additions, improvements, or replacements of any nature whatsoever in, on or about the Premises. The County waives any rights created under any law now or hereafter in force to make repairs to the Premises at TPL's expense.

8. Taxes. County will be responsible for the payment of all real property taxes during the Term, if any, and any taxes associated with the County's possessory interest in the leasehold. County will either pay such taxes directly or reimburse TPL for the payment of such taxes upon receipt of an invoice therefor.

9. Utilities. The County will pay all utilities for the Premises during the term of this Lease.

10. Rights of TPL. The use of the Premises by the County will be subject at all times during the Term or any extension or renewal thereof, to the following rights of the TPL:

10.1. Upon reasonable prior notice to the County, to inspect the Premises;

10.2. To enter the Premises for the purpose of taking all steps as may be necessary or desirable for the safety, protection, maintenance, or preservation of the Premises; and

10.3. As otherwise provided in this Lease.

11. Alterations & Demolition.

11.1. Consent. The County may not demolish, remove, relocate, or rebuild any existing improvements on the Premises without TPL's prior written consent, which may be withheld in TPL's sole discretion. The County will have the right, but not the obligation, during the Term and any Extension Term, to make alterations, improvements, utility installations, or additions upon the Premises ("**Alterations**") consistent with the purposes of this Lease and the County's use of the Premises. Plans for all proposed Alterations must be submitted to TPL for prior review and approval, which will not be unreasonably withheld. As a condition to giving its consent, TPL may require that the County (i) agree to remove any such Alterations at the expiration or sooner termination of the Term or any Extension Term, and to restore the Premises to their prior condition, and (ii) in the event the County enters into a contract with a third party for the work of such Alterations, the County will require such contractor to provide for the filing of separate performance and payment bonds each equal to 100% of the total contract price and carry builder's risk and all other insurance coverages (e.g., commercial general liability, workers' compensation, employer's liability, and automobile liability and bodily injury coverage), as required under Section 13.4 below. The County will cause TPL to be named as additional insured on all liability coverage carried by such contractors.

11.2. Liens. All alterations, improvements, and additions to the Premises must be performed by a licensed contractor. The County will pay, when due, all claims for labor and materials furnished to or from the County at or for use in the Premises. The County will take appropriate action to keep the Premises free of mechanic's liens or other liens and will take such action, legal or otherwise, as is necessary to remove such liens from the Premises as a result of claims for labor or materials furnished to or from the County.

12. No Hazardous Materials on Premises.

12.1. Except to the extent commonly and lawfully used, stored, and disposed of in the day-to-day operation of the Premises, the County may not cause, permit, or suffer any Hazardous Materials to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about, or beneath the Premises or any portion thereof by the County, its agents, employees, contractors, lessees, or invitees, or any other person without the prior written consent of TPL. Any request by the County must be in writing and demonstrate to the reasonable satisfaction of the TPL that such Hazardous Materials are necessary to the business of the County and will be stored, used and disposed of in a manner that complies with all laws applicable to such Hazardous Materials. Such consent may be withheld in TPL's sole discretion, and in no event will TPL be obligated to consent to the presence of any Hazardous Materials that may increase the likelihood or magnitude of liability for environmental damages or to any treatment, storage, or disposal of which requires a permit or variance under any local, state, or federal laws relating to Hazardous Materials, health, or the environment, and TPL will not be obligated to execute any application for such a permit or variance.

12.2. "**Hazardous Materials**" include, without limitation, whether now or subsequently listed in any governmental listing or publication defining hazardous materials, common household items containing substances now or subsequently listed as a hazardous material or substance, chemicals, drugs, any materials used for laboratory analysis, nuclear and/or radioactive materials, toxic substances, Hazardous Substances, ("**Hazardous Substance**")

means any substance, material or waste [including petroleum and petroleum products] that is or becomes designated, classified or regulated as being “toxic” or “hazardous” or a “pollutant,” or that is or becomes similarly designated classified or regulated under any federal, state, or local law, regulation, or ordinance), hazardous wastes, contaminated or polluting substances, materials, or waste.

13. Exculpation, Indemnification, and Insurance.

13.1. Definition of the “County Parties” and “TPL Parties.” The term the “**County Parties**” means, singularly and collectively, the County and the County’s officers, members, partners, agents, employees, lessees, licensees, and independent contractors as well as to all persons and entities claiming through any of these persons or entities. The term “**TPL Parties**” mean, singularly and collectively, TPL and its officers, directors, affiliated entities, personal representatives, assigns, licensees, invitees, agents, servants, employees, and independent contractors of these persons or entities.

13.2. Exculpation.

(a) Exculpation. To the fullest extent permitted by law, the County, on its behalf and on behalf of all the County Parties, waives all claims (in law, equity, or otherwise) against TPL Parties arising out of, knowingly and voluntarily assumes the risk of, and agrees that TPL Parties will not be liable to the County Parties for any of the following arising out of this Lease or the County’s use of the Premises:

(1) Injury to or death of any person;

(2) Loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential or resulting damage of any kind from any cause (including, but not limited to, flooding, failure of any improvements on the Property, acts by third parties); or

(3) The presence Hazardous Materials or any damages relating thereto.

(b) TPL Parties will not be liable for the foregoing unless the liability results from any active or passive act, error, omission, or negligence of any of the TPL Parties. TPL shall not be liable for claims in which liability without fault or strict liability is imposed or sought to be imposed on any of the TPL Parties.

(c) Survival of Exculpation. This Section 13.2 will survive the expiration or earlier termination of this Lease until all claims within the scope of this Section 13.2 are fully, finally, and absolutely barred by the applicable statutes of limitations.

(d) The County’s Acknowledgment of Fairness. The County acknowledges that this Section 13.2 was negotiated with TPL, that the consideration for it is fair and adequate, and that the County had a fair opportunity to negotiate, accept, reject, modify, or alter it.

(e) No Exculpation for Non-Delegable Duties. This exculpation clause may not be interpreted or construed as an attempt by TPL to be relieved of liability arising out of a non-delegable duty on the part of TPL.

13.3. Indemnification. To the fullest extent permitted by law, the County will, at the County's sole expense and with counsel reasonably acceptable to TPL, indemnify, protect, defend, and hold harmless TPL Parties from and against all Claims, as defined in in clause (b) below, from any cause, arising out of or relating (directly or indirectly) to the Premises, this Lease, the tenancy created under this Lease, the County's lease of the Premises, or the County's use of the Premises, without limitation.

13.4. Insurance.

(a) The County is a governmental entity pursuant to the Colorado Governmental Immunity Act ("CGIA") and will comply with the insurance provisions of the CGIA during the term of this Agreement. The County will cause all of its contractors, licensees, lessees, sublessees, and any other party using, occupying, or performing work at the Premises (other than the general public) to carry the insurance as required by this Section and Exhibit B. None of the County's contractors, licensees, lessees, sublessees, or any other party using, occupying, or performing work at the Premises may self-insure.

(b) Compliance with Insurer Requirements. The County will, at no cost to TPL, comply with all requirements, guidelines, rules, orders, and similar mandates and directives pertaining to the use of the Premises, whether imposed by the County's insurers, TPL's insurers, or both. If the County's business operations, conduct, or use of the Premises cause any increase in the premium for any insurance policies carried by TPL, the County will, within ten (10) business days after receipt of written notice from TPL, reimburse TPL for the increase.

(c) Insurance Independent of Exculpation and Indemnification. The insurance requirements set forth in this Section are independent of the County's exculpation, indemnification, and other obligations under this Lease and will not be construed or interpreted in any way to restrict, limit, or modify the County's exculpation, indemnification, and other obligations or to limit the County's liability under this Lease.

(d) Evidence of Insurance Coverage. The County will deliver to TPL certified copies of the policies of insurance or certificates of insurance showing that coverage required under this Section is carried by the County (or the applicable County Party). No such policy may be cancelable or subject to modification except after thirty (30) days prior written notice to TPL. All policies of insurance to be carried by hereunder must be issued by an insurer licensed to do business in the State of Colorado with a rating of at least A- and VIII in Best's Insurance Reports, or equivalent. Any policy required to be maintained hereunder may be maintained under a so-called "blanket policy," insuring other parties and other locations, so long as the amount of insurance required to be provided hereunder is not thereby diminished.

14. Surrender of Premises. Unless this Lease is terminated due to the County's acquisition of the Premises as contemplated in the Purchase Agreement, upon the expiration or earlier

termination of this Lease, the County will return the Premises to TPL in the same condition as on the date the County took possession, except for any maintenance and repairs performed by the County on the Premises pursuant to this Lease. Any damage to the Premises resulting from the County's use will, at TPL's election, be repaired by either TPL or the County, but in either case at the County's expense. TPL and the County may mutually agree in writing to any deviation from the terms of this section with regard to any Alterations installed by the County on the Premises during the term of this Lease.

15. Assignment and Subletting. The County may sublease the Premises or any interest therein, with the prior written consent of TPL, which consent will not be unreasonably withheld. No sublease will relieve the County from any obligations under this Agreement, and the County will remain joint and severally liable as primary obligor and not as surety. TPL may not assign this Lease to a third party without the prior written consent of the County, which consent will not be unreasonably withheld.

16. Signs. The County may not post any signs on the Premises without the prior consent of TPL, which will not be unreasonably withheld.

17. Brokers. The Parties represent to each other that they have not dealt with any broker in connection with the origin, negotiations, execution, or performance of this Lease and agree to indemnify and hold harmless each other from any loss, liability, damage, cost, or expense incurred by reason of a breach of this representation.

18. Default.

18.1. Events of Default. The occurrence of any of the following and the continuance thereof after notice and the opportunity to cure as provided in Section 18.2 below will constitute a default by the County and a breach of this Lease:

(a) Failing or refusing to pay any amount payable under this Lease when due in accordance with the provisions of this Lease, and the default continues for five (5) days after notice from TPL; provided, however, that the County will not be entitled to more than one (1) notice for default in payment of rent during any twelve-month period, and if, within twelve (12) months after any such notice, any rent is not paid when due, an event of default will have occurred without the need for further notice;

(b) Failing or refusing to occupy and operate the Premises in accordance with the provisions of this Lease;

(c) Failure to carry insurance (or maintain a self-insurance program) or failure to cause any County Party to carry the insurance required hereunder;

(d) Failing or refusing to perform fully and promptly any covenant or condition of this Lease, other than those specified in subparagraphs (a) and (b) above; and

(e) Maintaining, committing or permitting on the Premises waste, a nuisance, or use of the Premises for an unlawful purpose, or assigning or subletting this Lease in a manner contrary to the provisions of this Lease.



18.2. Notices. Following the occurrence of any of the failures specified in Section 18.1, TPL will give the County a written notice specifying the failure and that the County either fully cure each such failure within the time period specified in the subparagraphs below or quit the Premises and surrender the same to TPL:

(a) For nonpayment of rent or any other amount payable under this Lease, five business (5) days after receipt of notice from TPL;

(b) For any nonmonetary default, thirty (30) days after receipt of notice from TPL, or, if the nature of the obligation is such that it reasonably would require more than thirty (30) days to cure the failure, within a time reasonably necessary to cure such failure (provided the County has undertaken to cure the default within such thirty (30) day period and diligently pursues such efforts to cure to completion); and

(c) For a failure that is not capable of cure, TPL will give the County a written notice specifying the nature of the failure and TPL will have the right to demand in the notice that the County, and any lessee, tenant, subtenant, licensee, or other County Party, quit the Premises within five (5) business days.

18.3. Time for Cure. To the extent permitted by applicable State law, the time periods provided in this Section for cure of the County's failures under this Lease or for surrender of the Premises will be in lieu of, and not in addition to, any similar time periods described by Colorado law as a condition precedent to the commencement of legal action against the County for possession of the Premises.

18.4. TPL's Rights and Remedies. If the County fails to cure any default within the time periods set forth above, or fails to quit the Premises as required thereby, then TPL may exercise any of the following rights without further notice or demand of any kind to the County or any other person, except as may otherwise be required by applicable Colorado law:

(a) The right of TPL to terminate this Lease and the County's right to possession of the Premises and to reenter the Premises, take possession thereof and remove all persons therefrom, following which the County will have no further claim thereon or hereunder;

(b) The right of TPL without terminating this Lease and the County's right to possession of the Premises, to reenter the Premises and occupy the whole or any part thereof for and on account of the County and to collect any unpaid rents and other charges, which have become payable, or which may thereafter become; or

(c) The right of TPL, even though it may have reentered the Premises, in accordance with the immediately preceding subparagraph (b) of this Section 18.4, to elect thereafter to terminate this Lease and the County's right to possession of the Premises.

(d) If TPL reenters the Premises under the provisions of subparagraph (b) of this Section 18.4, then, by any such reentry or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless TPL has notified the County in writing that it has elected to terminate this Lease and the County's right to possession, TPL will not be deemed to have terminated (1) this Lease, (2) the liability of the County

to pay rent or other charges thereafter accruing, or (3) the County's liability for damages under any of the provisions of this Lease. The County further covenants that the service by TPL of any notice pursuant to the unlawful detainer statutes of the State of Colorado and the surrender of possession pursuant to such notice will not (unless TPL elects to the contrary at the time of, or at any time subsequent to, the serving of the notice and the election is evidenced by a written notice to the County) be deemed to be a termination of this Lease. In the event of any reentry or taking possession of the Premises as set forth above, TPL will have the right, but not the obligation, at the County's expense, to remove from the Premises any or all merchandise, fixtures, or personal property located therein and to place the same in storage at a public warehouse at the expense and risk of the County. The rights and remedies given to TPL in this Section 18 are additional and supplemental to all other rights or remedies that TPL may have under laws in force when the default occurs.

18.5. TPL's Damages. If TPL terminates this Lease and the County's right to possession of the Premises under the provisions of this Section 18, then TPL may recover from the County as damages any actual damages suffered or incurred by TPL on account of the County's default, through the then-applicable end of the Term or Extension Term.

18.6. Fixtures and Personal Property. In the event of the County's default, all of the County's merchandise, fixtures, and personal property will remain on the Premises and, continuing during the length of the default, TPL will have the right to take the exclusive possession of that personal property and to use it free of rent or charge until all defaults have been cured or, at its option, to require the County to immediately remove it.

18.7. The County's Waiver. Notwithstanding anything to the contrary contained in this Lease, the County waives (to the fullest extent permitted under law) any written notice (other than such notice as this Section 18 specifically requires) that any statute or law now or hereafter in force requires be given the County. The County further waives any and all rights of redemption under any existing or future law in the event its eviction from, or dispossession of, the Premises for any reason, or in the event TPL reenters and takes possession of the Premises in a lawful manner.

18.8. Interest. Any amounts due from the County under the provisions of this Lease will bear interest at the rate as provided in Section 4.3(a) above.

19. Entire Lease Agreement: Modification: Waiver. This Lease constitutes the entire agreement between the Parties pertaining to the lease of the Premises by the County from TPL and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Lease will be binding unless executed in writing by all the Parties. No waiver of any provision of this Lease, whether or not similar to the waiver of any other provision of this Lease, will constitute a waiver of any other provision herein. No waiver will be binding unless executed in writing by the party making the waiver.

20. Counterparts. This Lease may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same Lease.

21. Severability. Each provision of this Lease is severable from any and all other provisions of this Lease. If any provision(s) of this Lease is, for any reason, unenforceable, then the balance will nonetheless be of full force and effect.

22. Authority. TPL has the power and authority to enter into this Lease and render full performance hereunder. The County also has the power and authority to enter into this Lease and to render full performance hereunder. The execution and delivery of this Lease and performance of the obligations hereunder by the Parties will not constitute a default under any indenture, loan agreement, mortgage, deed of trust, or other instrument.

23. Notices. The Parties will give all notices and demands in writing by personal delivery, express mail, certified mail, postage prepaid, and return receipt requested, email, or facsimile. Notices will be considered received on the earlier of: (a) receipt, if personally delivered or express mailed to the addressee, or (b) forty-eight (48) hours after deposit in the United States mail, or (c) upon transmission during business hours Colorado time by email or facsimile, provided the sender does not receive any indication that any such email or facsimile transmission was not successful (transmission after business hours will be deemed received the next business day). Notices must be addressed as provided immediately below for the respective Parties. Either party may change its address at any time by providing notice according to this Section.

The Trust for Public Land  
1410 Grant Street, Suite D210  
Denver, CO 80203  
Attention: Wade Shelton  
Tel: (303) 867-2334  
Fax: (303) 837-1131  
Email: wade.shelton@tpl.org

With a copy to:

The Trust for Public Land  
607 Cerrillos Road; Suite F-1  
Santa Fe, NM 87505  
Fax: (505) 988-5967

Tel: (505) 982-6968  
Attn: Legal (CO)  
Email: [peter.ives@tpl.org](mailto:peter.ives@tpl.org)

Adams County

\_\_\_\_\_  
\_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Attn: \_\_\_\_\_

Email: \_\_\_\_\_@\_\_\_\_\_

With a copy to:  
County Attorney's Office  
Fax: (720) 523-6114  
Attn: County Attorney  
Email: hmiller@adcogov.org

24. Time of the Essence; Dates. Time is of the essence for the purpose of this Lease. If any date specified in this Lease falls on a Saturday, Sunday, or public holiday, then the date will be deemed to be the succeeding day on which the public agencies and major banks are open for business.

25. Binding on Successors. The covenants and conditions herein contained will, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the Parties hereto.

26. Rules of Construction. This Lease was drafted by the Parties and any provision thereof that is found by a court of proper jurisdiction to be ambiguous or inconsistent, either internally or in relation to other provisions contained herein, will be construed in accordance with a fair and ordinary meaning so as to effectuate the intent of the Parties to this Lease. This Lease will be deemed to be equally prepared by both of the Parties hereto.

27. Governing Law; Venue. This Lease will be governed by and construed in accordance with the laws of the State of Colorado. Venue for any dispute shall be in Adams County, Colorado.

28. Captions. Section captions have been inserted solely as a matter of convenience and in no way define or limit the scope or intent of any provisions of this Lease.

29. Attorneys' Fees. If either Party hereto brings an action to enforce the terms hereof or declare the rights of the Parties hereunder, the prevailing Party in any such action, on trial or appeal, will be entitled to recover from the other Party the reasonable costs and attorneys' fees incurred in connection with such action.

This Lease has been executed by the Parties hereto on the day and year first above written.

THE TRUST FOR PUBLIC LAND,  
a California nonprofit public benefit corporation

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADAMS COUNTY,  
a political sub-division of the State of Colorado

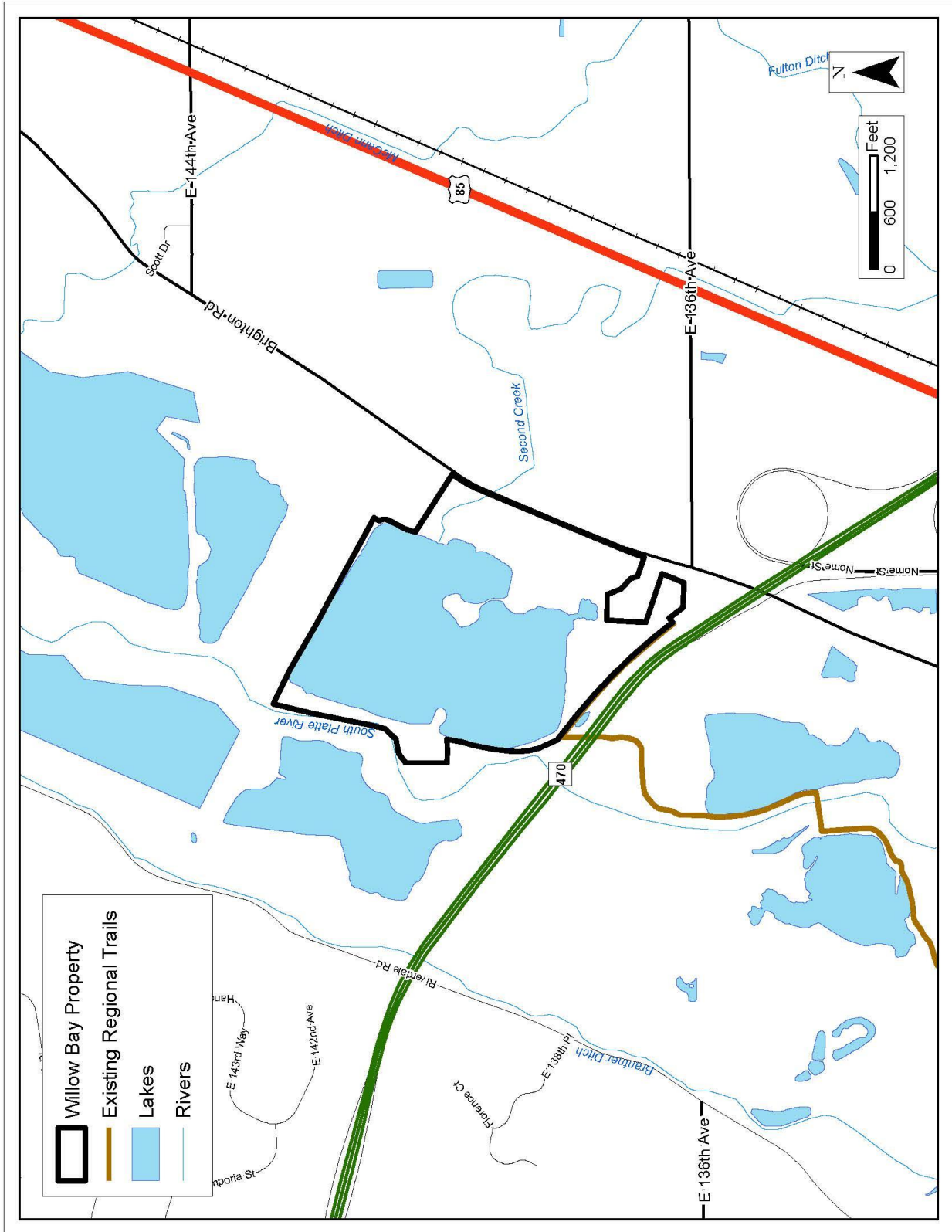
By: \_\_\_\_\_

ATTEST

\_\_\_\_\_ (SEAL)

**EXHIBIT A**

**MAP and DESCRIPTION OF PREMISES**



## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

Without limiting the County's indemnification obligations to TPL, but subject to the County's right to self-insure as provided in Section 13.4(a), the County must provide and maintain (and cause contractors, licensees, lessees, sublessees, tenant, subtenants, and any other party using, occupying, or performing work at the Premises (other than the general public) to provide and maintain), during the Term and any Extension Term and for such other period as may be required herein, at no cost to TPL, insurance in the amounts and form specified below.

<u>Type</u>	<u>Limits</u>
Worker's Compensation	As required by statute
Employers' Liability	\$2,000,000/occurrence
Commercial General Liability	<i>See below</i>
Professional Errors and Omissions	\$2,000,000/occurrence
Liability (attorneys, architects and other professionals only)	\$2,000,000/aggregate
Automotive Liability	\$1,000,000/person
Bodily Injury	\$1,000,000/occurrence

Liability Insurance. Commercial General Liability insurance applicable to the use and occupancy of the Premises and the Premises, in at least the amounts and form set forth below are required. For any use deemed high-risk or extreme by TPL or TPL's insurer, TPL reserves the right to require increased coverage.

(1) Commercial General Liability Insurance. A policy of Commercial General Liability Insurance that provides limits of:

- |     |                                       |             |
|-----|---------------------------------------|-------------|
| (a) | Combined Single Limit per occurrence: | \$5,000,000 |
| (b) | Fire Damage Limit (Any One Fire):     | \$ 500,000  |
| (c) | Medical Expense (Any One Person):     | \$ 5,000    |

OR

(2) Commercial General Liability Insurance. A policy of Commercial General Liability Insurance that provides limits of:

- |     |                                      |              |
|-----|--------------------------------------|--------------|
| (a) | Per Occurrence:                      | \$5,000,000  |
| (b) | <u>Location Specific</u> Aggregate:  | \$10,000,000 |
| (c) | Products/Completed Operations:       | \$5,000,000  |
| (d) | Personal & Advertising Injury limit: | \$5,000,000  |



- (e) Fire Damage Limit (Any One Fire): \$ 500,000
- (f) Medical Expense Limit (Any One Person): \$ 50,000

(3) Required Liability Policy Coverage. Any liability policy required hereunder must contain the following coverage:

- (a) Premises and Operations
- (b) Products/Completed Operations
- (c) Contractual Liability
- (d) Personal Injury Liability
- (e) Independent Contractors' Liability
- (f) Severability of Interest clause providing that the coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insured will not reduce or avoid coverage to the other named insured.

(4) Additional Insured Endorsement. Any general liability policy required hereunder must contain an endorsement that applies its coverage to TPL, its officers, agents, employees, and volunteers, individually and collectively, as additional insured.

(5) Primary Insurance Endorsement. The coverage afforded by the additional insured endorsement described above must apply as primary insurance, and any other insurance maintained by the TPL or its officers, agents, employees, and volunteers, or any TPL self-funded program, will be excess only and not contributing with such coverage.

(6) Form of Liability Insurance Policies. All liability policies must be written to apply to all bodily injury, including death, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, TPL may require additional coverage to be purchased to restore the required limits. The insured may combine primary, umbrella and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy will include the Additional Insured Endorsement described above.