

STATE OF COLORADO  
DEPARTMENT OF PERSONNEL AND ADMINISTRATION  
OFFICE OF THE STATE ARCHITECT  
REAL ESTATE PROGRAMS



STANDARD  
LEASE AMENDMENT [IMPROVED REAL PROPERTY]

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LANDLORD	<u>Fremont County Airport</u>
TENANT	<u>Department of Public Safety, for the use and benefit of the Division of Fire Prevention and Control</u>
LOCATION	<u>60298 Hwy 50, Penrose, CO 81240</u>

**THIRD AMENDMENT TO LEASE**

The printed portions of this form, except bold additions, have been approved by the State of Colorado Attorney General

THIS **THIRD** AMENDMENT TO LEASE, made and entered into this **First** day of **July**, 20**25**, for the purpose of amending that certain lease dated **January 26, 2018**, (the "Lease"), by and between **Fremont County Airport**, as "Landlord", and THE STATE OF COLORADO, acting by and through the DEPARTMENT OF **Public Safety for the use and benefit of the Division of Fire Prevention and Control**, as "Tenant", relating to the leasing of a portion of the building located at **60298 Hwy 50, Penrose, CO 81240** (the "Building"), comprised of **six thousand and three hundred (6,300)** rentable square feet.

WHEREAS, Authority to enter into this Lease exists in the Law, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

WHEREAS, **The current lease, which expires on June 30, 2025, shall be extended for one additional year, to June 30, 2026, at the rates listed below, which have been agreed upon by the Landlord, and Tenant, with all other terms listed in the original Lease and all prior Amendments still in place.**

NOW, THEREFORE, Landlord and Tenant in consideration of the mutual promises contained herein, hereto agree to amend the Lease as follows:

**6,300 sq. ft**

<b>TERM DATES</b>	<b>NEGOTIATED ANNUAL RENT/RSF</b>	<b>REAL ESTATE PROPERTY TAXES/RSF*</b>	<b>ADJUSTED ANNUAL RENT/RSF*</b>	<b>MONTHLY RENT*</b>	<b>TERM RENT*</b>
<b>07/01/25 - 06/30/26</b>	<b>\$7.46</b>	<b>N/A</b>	<b>\$7.46</b>	<b>\$3,915.00</b>	<b>\$46,980.00</b>

**# 1 Order of Precedence.** The provisions of the Lease shall govern the relationship of the State and Landlord. In the event of conflicts or inconsistencies between the Lease and any Amendment such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of the Third Amendment to Lease,
- ii. The provisions of the Second Amendment to Lease,
- iii. The provisions of the First Amendment to Lease,
- iv. The provisions of the main body of the Lease,

**#2 Notice to Landlord.** Any notice permitted or required to be delivered to Landlord shall be delivered to:

**Fremont County Airport  
c/o Kevin Grantham, Chair, Fremont County Board of County Commissioners  
615 Macon Ave  
Cañon City, CO 81212  
kevin.grantham@fremontcountyco.gov  
719-276-7300**

Except as modified by the provisions of this Third Amendment to Lease, all other terms and conditions in the Lease are hereby ratified and confirmed and remain in full force and effect.

The effective date of this Third Amendment to Lease is July 1, 2025. In accordance with the requirements of 24-30-202 (1) C.R.S., as amended, this Third Amendment to Lease shall not be deemed valid until it has been approved by the State Controller, or such assistant as he may designate. IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Lease agreement on the day and year first above written.

**LANDLORD:**

Signed by: **Fremont County Airport**  
 By: Kevin J Grantham  
00B667F09C54779  
 Authorized Signatory

Kevin J Grantham

Name (Print)

BOCC Chair

Title (Print)

**TENANT**

STATE OF COLORADO  
 Jared S. Polis, Governor  
 The Department of **Public Safety**

DocuSigned by:  
 By: Mike Morgan - DPPL Director  
A3C6490DC186407  
 Executive Director

Date: 05/21/2025 | 9:46:40 AM MDT

**REAL ESTATE PROGRAMS**

STATE OF COLORADO  
 Jared S. Polis, Governor  
 DEPARTMENT OF PERSONNEL & ADMINISTRATION  
 Office of State Architect, For the Executive Director

DocuSigned by:  
 By: Camelton Kennedy  
BEE997235D3E4EA...

Date: 05/22/2025 | 7:05:18 AM MDT

**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:**

**CRS 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Landlord is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good and/or services provided.**

**OFFICE OF RISK MANAGEMENT**

STATE OF COLORADO  
 Jared S. Polis, Governor  
 DEPARTMENT OF PERSONNEL & ADMINISTRATION  
 For the Executive Director

By: N/A  
 State Risk Manager

Date: \_\_\_\_\_

STATE OF COLORADO  
 Jared S. Polis, Governor  
 STATE CONTROLLER'S OFFICE  
 State Controller (or authorized Delegate)

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

Date: \_\_\_\_\_

**LEGAL REVIEW**

DEPARTMENT OF LAW  
 Philip J. Weiser, Colorado Attorney General  
 ATTORNEY GENERAL (or authorized Delegate)

By: N/A

Date: \_\_\_\_\_