

LEASE FOR FIRE STATION

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This is a lease agreement between the parties set forth in section one.

WHEREAS, the Deer Mountain Fire Protection District desires to lease real property located in and owned by Fremont County upon which to construct a fire station;

NOW, THEREFORE, the parties hereto enter into the following lease:

1. PARTIES

LESSOR: Fremont County, Colorado acting by the Board of County Commissioners.

LESSEE: Deer Mountain Fire Protection District.

2. DESCRIPTION OF LEASED PROPERTY

So much of the following described property as is necessary for construction and use of a fire station as herein provided:

Beginning at a point Two Hundred Fifty Eight (258) feet east and Eight (8) feet North of Government Corner marked W. C. North two (2) degrees twenty (20) minutes West of the Southwest Corner of the Northeast Quarter of the Northwest Quarter, Section Thirty-one (31) Township Forty-Eight (48) North Range Twelve (12) east of the N.M.M.

Thence North Eighty (80) degrees Forty-two (42) minutes East one Hundred Eighty-five (185) feet to a point; thence East One Hundred Fifty-three (153) feet to a point; then North Two Hundred Eighty-three (283) feet more or less to the center line running East and West of said Northeast Quarter of the Northwest Quarter; thence West Three Hundred (300) feet more or less to the place of beginning, containing Two & 26/100 Acres more or less, Via Fourteen (14) degrees Forty (40) minutes East.

Said County has right-of-way across adjacent land, to and from the County Road West of said property, to enter and leave the above described parcel of land.

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3. TERM

The term of this lease shall be forty (40) years, commencing on the date of execution of this lease.

4. RENT

The annual rent shall be \$1.00 per year, payable in advance.

5. UTILITIES

All utility charges incurred in connection with the use of and occupancy of the property and improvements thereon shall be paid by the Lessee. Cost of extending any utility service shall be paid by the Lessee.

6. USE OF THE PROPERTY

The property shall be used for the purpose of maintaining a fire station thereon. No commercial or business enterprise or other use non-essential to the use of the property for the purpose of maintaining a fire station thereon shall be conducted on the property without the expressed written consent of the Board of County Commissioners which consent may be withheld for any reason. The right to use the property hereby granted is nonexclusive; Lessor shall continue to use the balance of the property not used for a fire station for its purposes. The actual site of the fire station shall be determined by mutual agreement of the parties, with the Board of County Commissioners making the final decision on the site of the fire station in the event the parties cannot so agree.

7. SUBLEASE

There shall be no sublease on the property.

8. TERMINATION

If the leased premises cease to be used for the purpose of erecting, maintaining, or operating a fire station thereon, the lease shall terminate, and the Board of County Commissioners and the County of Fremont shall not be liable in any respect therefore.

9. INDEMNIFICATION OF LESSOR

Fremont County and/or the Board of County Commissioners shall not be liable for any loss, injury, death or damage to

persons or property which at any time may be suffered or at the time be using or occupying or visiting the leased premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, visitor or user of any portion of the premises, or shall result from or be caused by any other matter or thing, and Lessee shall indemnify Fremont County and/or the Board of County Commissioners against all claims, liability, loss, or damage, including attorney fees, whatsoever on account of any such loss, injury, death or damage. Lessee waives and shall waive all claims against Fremont County and/or the Board of County Commissioners for damages to the facility that is placed or constructed on the premises and to the property of Lessee in, on or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time except for any loss, injury death or damage arising by reason of the negligence of Fremont County, its agents or employees.

10. RESTORATION OF PROPERTY

Upon termination or expiration of the lease the facility shall be removed within sixty (60) days and the property restored to its original condition, at the sole expense of Lessee. If the facility is not so removed, title to the facility and all fixtures contained therein shall revert to the County of Fremont.

11. ASSIGNMENT AND BINDING EFFECT

This lease shall not be assigned except upon the written consent of Lessor.

12. DEFAULT

If there be any default in the performance of any provision of this lease by Lessee, and such default is not cured or corrected within 30 days from the date written notice thereof is mailed to Lessee, this lease shall terminate. Upon termination, Lessor shall be entitled to immediate possession of the premises.

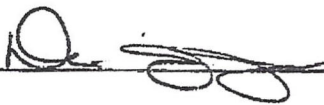
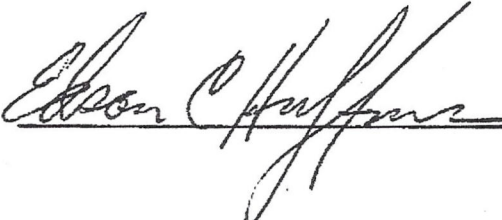
a. INSURANCE COVERAGE OF PREMISES

Lessee shall, at all times during the term of this lease and at Lessee's sole expense, keep all improvements which are now or hereafter a part of the premises insured against loss or damage by fire and the extended coverage hazards for 100% of the full replacement value of such improvements, with loss payable to Lessor and Lessee as their interests may appear. Any loss adjustment shall require the written consent of both Lessor and Lessee.

b. PERSONAL INJURY AND PROPERTY DAMAGE

Lessee shall maintain in effect throughout the term of this lease combined single limit personal injury and property damage liability insurance covering the premises and its appurtenances and the sidewalks fronting thereon in an amount sufficient to cover Lessor and Lessee's liability under the Colorado Governmental Immunity Act, as amended, or, if repealed, in the amount of \$500,000.00. Such insurance shall specifically insure Lessee against all liability assumed by it hereunder, as well as liability imposed by law, and shall insure both Lessor and Lessee but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Lessor and Lessee. Specifically, each policy shall name Lessor as an additional insured, and each insurer shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to Lessor, that it will give to Lessor ten (10) days written notice before the policy or policies in question shall be altered or cancelled.

COUNTY OF FREMONT, COLORADO

DEER MOUNTAIN FIRE PROTECTION
DISTRICTBy: By: 

STATE OF COLORADO)
) ss.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me on January 9, 1989, by Dennis J. Jones, Chairman of the Board of County Commissioners of Fremont County, Lessor.

WITNESS my hand and official seal.
My commission expires:

9-18-90
Norma L. Anderson
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me on Mar 20, 1989, by Edson C. HUFFMAN.

WITNESS my hand and official seal.
My commission expires:

Mar. 15 - 1992
Bertine A. Kauffman
Notary Public

