

**LEASE AGREEMENT FOR CIVIL AIR PATROL OFFICE SPACE
AT THE
FREMONT COUNTY AIRPORT**

THIS AGREEMENT, effective on the date indicated below, is between the County of Fremont (Landlord), a Colorado political subdivision, with an address of 615 Macon Ave., Ste. 104, Canon City, CO 81212, and the Fremont Starfire Cadet Squadron of the Civil Air Patrol (tenant), with an address in care of Daniel Turner, P.O. Box 1861, Canon City, CO 81215.

WITNESSETH:

1. PREMISES:

Landlord hereby leases to the Tenant and Tenant hereby leases from the Landlord for the term and upon the terms and conditions hereinafter set forth, the premises described below, and other improvements constructed thereon and together with the right to use all adjoining parking areas, driveways, sidewalks, roads, alleys, and means of ingress and egress insofar as Landlord has the power to lease or license the use thereof, to the extent needed for the operation of the Tenant's operations, to-wit:

Commencing at the Northwest corner (being a 31/2" aluminum cap L.S. No. 24941) of Section 3, Township 19 South, Range 69 West of the 6th P.M., Fremont County, Colorado; thence along the North line of Section 3, South 89°53'13" East, 1179.43 feet; thence South 00°00'00" East, 45.22 feet to the Point of Beginning; thence North 90°00'00" East, 20.00 feet; thence South 00°00'00" West, 55.00 feet; thence South 90°00'00" West, 20.00 feet; thence North 00°00'00" East, 55.00 feet to the Point of Beginning.

Containing 1100.00 sq.ft., 0.025 acres more or less

2. TERM:

The primary term of this lease shall commence on September 1, 2021, and shall continue for a period of five years thereafter unless sooner terminated or extended as hereinafter provided. The lease shall terminate at midnight on August 31, 2026, unless extended as provided herein. Tenant shall have and is hereby granted the option to extend the term of this lease for additional one-year terms upon the same covenants and conditions as provided herein except that the terms and conditions shall be negotiated between the Tenant and the Landlord at that time with both parties bargaining in good faith. Tenant shall exercise said option by giving Landlord written notice not less than ninety (90) days prior to the expiration of the primary term of its intention to extend this lease.

3. RENT:

Tenant agrees to pay the Landlord or its designee, a base rental of \$1.00 per year for each and every year during the term of this lease. Said rent to be paid in advance and without demand, on or before the first day of the rental period.

4. USE OF PREMISES:

The premises shall be used for placement of a mobile office unit which shall be used for storage and classroom space, training and the operations and missions of Tenant. The mobile office unit shall be placed, secured, skirted and connected to utilities as instructed by Landlord or Landlord's agent. It is expressly understood that ownership of the mobile office unit is held solely and exclusively by Tenant and under no circumstances shall Landlord be deemed the owner, in part or in whole, of the office unit.

5. UTILITIES:

Tenant agrees to pay \$25.00 per month toward utility charges, which shall include gas, electricity and water consumed on the demised premises, or alternatively the Tenant may separately meter its facility and pay its utilities separately. Landlord and Tenant agree that the restroom facilities presently located in the airport building #10 (60298 Highway 50, Bldg. #10, Penrose, CO 81240) shall remain available for use by Tenant and its guests.

6. TAXES:

Tenant agrees to pay all real property taxes and assessments levied upon the use of the land, building, improvements and personal property situated thereon during the term of this lease and any extension thereof. Notwithstanding, the tenant may have rights to claim federal or state tax exemptions due to non-profit status.

7. MAINTENANCE:

Tenant shall be responsible for all upkeep and repairs to the mobile office and site and shall maintain the same in good and safe condition, suitable for the designated uses.

8. INSURANCE:

Tenant agrees, at its expense, to maintain public and premises liability insurance, with personal injury limits of at least \$387,000.00 for one person, and \$1,093,000.00 for any one accident, for the demised premises, in the name of the Landlord or in the name of the Landlord and the Tenant. Tenant shall provide to Landlord a Certificate of Insurance naming the County as an additional insured. Tenant shall insure and bear full risk of loss for the mobile office and all personal property on the premises, and Landlord shall have no responsibility therefor. Tenant agrees to fully indemnify and hold Landlord harmless from and for any acts of Tenant for which Landlord is required to defend or pay, except for negligent or intentional acts of Landlord.

9. COMPLIANCE WITH LAWS:

Tenant will promptly and continuously comply with all applicable and valid laws, ordinances and regulations of Federal, State, County, Municipal or other lawful authority pertaining to the use and occupancy of the leased premises.

10. ASSIGNMENT AND SUBLETTING:

Tenant shall have no right to assign or sublease this Lease, or the whole or any part of the demised premises.

11. SIGNS:

Tenant shall not erect, paint or maintain any signs whatsoever upon the Leased Premises without first securing the written consent of the Fremont County Board of County Commissioners. Any such signs shall comply with all regulations of the Fremont County Planning and Zoning Department or standards which might be developed by the Fremont County Board of County Commissioners.

12. RIGHT OF INSPECTION:

The Landlord reserves and retains for its officers, employees and authorized representatives the right to enter the premises during reasonable times and after prior notice for the purpose of inspecting and such premises, and of doing any and all things which the Fremont County Board of County Commissioners may deem necessary for the proper general conduct and operation of the Fremont County Airport, and in the exercise of said Board's police power.

13. ATTORNEY'S FEES:

If suit is brought to enforce any covenant of this lease or for the breach of any covenant or condition herein contained, the parties hereto agree that the losing party shall pay to the prevailing party a reasonable attorney's fee, which shall be fixed by the court, and court costs.

14. DEFAULT:

In the event the Tenant shall default by failing to comply with the terms and conditions of this Agreement, Landlord shall promptly notify Tenant in writing, and failure of Tenant to cure such default within twenty (20) days after receipt of such notice shall, at the option of the Landlord, work as a forfeiture of this lease, or Landlord may enforce performance in any manner provided by law, and Landlord's agent or attorney shall have the right, without further notice or demand, to re-enter and remove the mobile office and its contents from Landlord's property without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent, damages, or breach of covenant.

15. LANDLORD COVENANTS:

Landlord covenants that it has good and marketable title to the demised premises in fee simple absolute and that the same is subject to no leases, tenancies, agreements, encumbrances, liens, restrictions, and defects in title affecting the rights granted Tenant in this lease.

16. QUIET ENJOYMENT:

Tenant, upon paying the rent and performing the covenants and agreements of this lease, shall quietly have, hold and enjoy the demised premises and all rights granted Tenant in this lease during the term hereof and extensions hereto, if any.

17. BINDING AUTHORITY:

The parties signing below hereby represent and state that they have full authority to represent and bind the entity on whose behalf they are signing.

18. NOTICES:

Any notices required or permitted hereunder shall be in writing and delivered either in person to the other party's authorized agent, or by United States Certified Mail, Return Receipt Requested, postage fully prepaid, to the addressee set forth hereunder, or to such other address as either party may designate in writing and deliver as herein provided.

TENANT: Civil Air Patrol
Fremont Starfire Cadet Squadron
c/o Daniel Turner
Capt. Deputy Commander
P.O. Box 1861
Canon City, CO 81215
719/942-4520

LANDLORD: Board of County Commissioners
615 Macon Ave., Ste. 105
Canon City, CO 81212

AND

Wes Brandt, Airport Manager
Fremont County Airport
60298 U.S. Highway 50
Florence, CO 81226

19. COMPLETE AGREEMENT: This Lease contains a complete expression of the agreement between the parties and there are no promises, representations, inducements except such as are herein provided.

THIS LEASE AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

Executed by Landlord on _____(date).

LANDLORD:

Chairman, Board of Commissioners

Executed by Tenant on _____(date).

TENANT:

John A. Salvador
Chief Operating Officer
Civil Air Patrol, Inc.