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**LEASE AGREEMENT**

8 LANDLORD: FALLS CREEK RANCH ASSOCIATION  
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21 TENANT: DURANGO FIRE AND RESCUE AUTHORITY  
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EFFECTIVE DATE: January 01, 2011

(version: 04.12.2011)

## LEASE SUMMARY

**Effective Date of Lease:** January 01, 2011

**Landlord:** Falls Creek Ranch Association

Durango, CO 81301

Tenant: Durango Fire and Rescue Authority  
142 Sheppard Drive  
Durango, Colorado 81301

**Premises:** The fire station improvements at Falls Creek Ranch together with access and utilities to the same

**License:** For the Term of the Lease, Landlord grants Tenant, its employees and agents, a nonexclusive license to

**Initial Term:** 20 years (from Jan. 1, 2011 through Dec. 31, 2030)

**Extension Term:** 20 years (from Jan. 1, 2031 through Dec. 31, 2050)  
(if Tenant exercises its option to extend)

**Rent:** One dollar (\$1.00) per year for the Term (and Extension Term, if applicable) payable in one lump sum payment of \$20.00 at the commencement of the Term (and Extension Term if Tenant exercises its option to extend)

**Utilities:** Tenant shall pay the water, sewer, heat, electricity, gas, telephone and janitorial services, if any, associated with its use of the Leased Premise.

**Permitted Uses:** Premises may be used only in a manner consistent with the purposes for which Tenant is organized.

**Insurance:** Fire Station building: insured by Tenant

Personal Property: insured by Tenant.

General liability: Tenant provides coverage of not less than \$150,000 per person and \$600,000 per occurrence.

**CIGA:** Any liability of DFRA is specifically subject to the limitations of the Colorado Governmental Immunity Act.

**LEASE**

1. **Parties.** THIS LEASE AGREEMENT is entered into by and between Landlord and Tenant as identified in the Lease Summary.

**2. General Conditions.** The following are general conditions which govern all of the rights and obligations of Landlord and Tenant and supersede, to the extent appropriate, any contrary provision in this Lease.

(a) **Covenants and Agreements.** The failure of Landlord or Tenant to insist in any instance on the strict keeping, observance or performance of any covenant or agreement contained in this Lease, or the exercise of any election contained in this Lease shall not be construed as a waiver or relinquishment for the future of such covenant or agreement, but the same shall continue and remain in full force and effect.

(b) **Quiet Enjoyment.** Subject to (i) the rights of any person with a prior interest of record (including the terms of any prior lease agreement if this is a sublease as to certain Premises); (ii) the other provisions of this Lease; and (iii) so long as Tenant is not in default hereof, Landlord warrants that Tenant shall have the exclusive right to and possession of, and the quiet enjoyment of, the Premises and shall have, hold and enjoy the Premises without unreasonable interference by Landlord.

Notwithstanding Tenant's exclusive possession of the Premises, Tenant agrees that Landlord may use portions of the Premises to conduct meetings, store records and carry out Landlord's Association business activities; such use by Landlord shall be in reasonable manner to minimize interference with Tenant's operations and within reasonable restrictions imposed by Tenant from time to time.

Except for the nature of fire and emergency services, Tenant shall not cause or allow any nuisance on or about the Premises.

3. **Premises.** Landlord hereby Leases to Tenant and Tenant hereby leases from Landlord the Premises, as such term is defined in the Lease Summary.

4. **Definitions.** The following terms shall have the following meanings in this Lease:

(a) "Alterations" shall mean any alterations, decorations, additions or improvements made in, on or about the Premises after the Commencement Date, including, but not limited to, lighting, HVAC and electrical fixtures, pipes and conduits, partitioning, wall coverings, cabinetry, carpeting and/or other floor covering, ceiling tile, fixtures and carpentry installations.

(b) "Commencement Date" shall mean the date set forth in the Lease Summary as the Commencement Date.

(c) "Lease Summary" shall mean the summary of Lease information set forth on page 1 of this Lease.

(d) "Property" shall mean the entire property and building of which the Premises are a part, if any.

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135       (e) "Rent" shall mean the Rent as defined in the Lease Summary.  
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137       (f) "Tenant's Personal Property" shall mean Tenant's removable trade fixtures,  
138 removable Leasehold improvements, furniture, equipment and other personal property in or  
139 upon the Premises.

140  
141       (g) "Term" shall mean that period set forth in the Lease Summary.  
142

143       5. **Lease Term.**

144  
145       (a) **Effective Date.** This Lease will become effective on the date set forth in the  
146 Lease Summary after execution by Landlord and Tenant. Except as otherwise set forth in this  
147 Lease, Landlord makes no representation or warranties as to the condition of the Premises.  
148

149       (b) **Term.** The Term of this Lease shall be for that period set forth in the Lease  
150 Summary, commencing on the Commencement Date.  
151

152       (c) **Option to Extend Term.** At Tenant's election, with the consent of the landlord  
153 (not to be unreasonably withheld), Tenant may renew this for the Extension Term as defined in  
154 the Lease Summary upon payment of Rent due for the Extension Term.  
155

156       6. **Rent.**

157  
158       (a) **Amount, Payment.** Tenant shall pay to Landlord, in lawful money of the United  
159 States, the Rent in the amount and at times set forth in the Lease Summary.  
160

161       (b) **Prorations.** The Rent shall not be prorated regardless of the reason for the early  
162 termination of this Lease.  
163

164       7. **Late Payment Charges.** None.  
165

166       8. **Holding Over.** Upon the expiration of the Term (or Extension Term if applicable) or  
167 earlier termination of this Lease, Tenant shall surrender the Premises to Landlord. Unless  
168 otherwise agreed, if Tenant remains in possession of all or any part of the Premises after the  
169 expiration of the Term hereof with the prior written consent of Landlord, such possession shall  
170 constitute a one year extension of the Lease Term on the same terms and conditions as set forth  
171 herein, including the Rent amount. If Tenant remains in possession of all or any part of the  
172 Premises after the expiration of the Term hereof without Landlord's written consent, then  
173 Tenant shall pay Landlord Rent equal to the Rent amount, plus an amount equal to any  
174 damages actually incurred by Landlord as a result of Tenant's holdover.  
175

176       9. **Use of the Premises.**  
177

178       (a) **Tenant's Use.** Tenant shall use the Premises solely for the purposes set forth in  
179 the Lease Summary, which is hereby incorporated into this lease, and if Tenant has obtained  
180 the prior written consent of Landlord (which consent shall not be unreasonably withheld,  
181 conditioned or delayed) for other such approved purposes from time to time.

182

183       (b) **Compliance with Governmental Regulations.** Tenant shall, at its own cost and  
184 expense, promptly and properly observe and comply with all present and future orders,  
185 regulations, directions, rules, laws, ordinances, and requirements of all governmental  
186 authorities (including, without limitation, state, municipal, county and federal governments  
187 and their departments, bureaus, boards and officials) arising from Tenant's use or occupancy of  
188 the Premises or privileges appurtenant to or in connection with the enjoyment of the Premises.  
189 However, such duty shall not include the obligation to alter or upgrade the Premises but rather  
190 shall be construed as a limitation on Tenant's activities within the Premises.

191

192       If it is determined that any of the requirements of any law or other legal obligation  
193 affecting the use of the Premises by Tenant requires an alteration or upgrade to the Premises,  
194 Landlord shall, at its option, provide the alteration or upgrade necessary for the Premises to  
195 satisfy such requirements, or advise Tenant that it does not intend to provide such alteration or  
196 upgrade. If Landlord advises Tenant that it does not intend to provide such alteration or  
197 upgrade or if it fails to undertake to provide such alteration or upgrade within thirty (30) days  
198 after requested to do so by Tenant, Tenant shall have the option of either providing such  
199 alteration or upgrade at its own expense or terminating this Lease by providing written notice  
200 thereof. In the event this Lease is terminated pursuant to this subparagraph, neither party shall  
201 have liability to the other, except for those obligations which accrued prior to the effective date  
202 of the termination.

203

204       10. **Initial Premises Improvements.** Tenant accepts the Premises in their current "as is"  
205 condition without further obligation of the Landlord.

206

207       11. [SECTION 11 INTENTIONALLY OMITTED.]

208

209       12. **Alterations/Surrender of Premises.** Tenant, at its sole cost and expense, shall have the  
210 right, upon receipt of Landlord's consent, to make Alterations to the Premises in accordance  
211 with this Paragraph 12 which are normal for the permitted use as defined in the Lease  
212 Summary Paragraph 9 hereinabove, including, without limitation, Alterations which require a  
213 Building permit under applicable city and/or county codes. Landlord's consent shall not be  
214 unreasonably withheld, conditioned or delayed and Landlord's response to a request to  
215 approve Alterations shall be provided to Tenant within fifteen (15) days of receipt by Landlord  
216 of the request therefor, unless approval by Landlord's governing board is sought. If approval is  
217 sought from Landlord's governing board, Landlord's response shall be provided to Tenant  
218 within three (3) business days after the public meeting at which the matter is determined.

219

220       All Alterations shall be constructed pursuant to plans and specifications approved by  
221 Landlord and all Alterations shall be made in compliance with all applicable laws and  
222 covenants, conditions and restrictions of record. The work shall be done in a good and  
223 workmanlike manner conforming in quality and design with the Premises existing as of the  
224 Commencement Date. All Alterations made by Tenant, whether temporary or permanent in  
225 character, shall be Tenant's property until the expiration of the Term or earlier termination of  
226 this Lease (which Tenant shall insure and have the right to depreciate). Upon expiration of the  
227 Term or earlier termination of the Lease, Alterations permanently affixed shall become the  
228 property of Landlord.

229

230        Upon the expiration of the Term or earlier termination of the Lease, Tenant shall  
231 surrender possession of the Premises to Landlord in substantially the same condition (except as  
232 altered per above) existing as of the Commencement Date, ordinary wear and tear excepted.  
233 Except as expressly provided elsewhere in this Lease, all of Tenant's Personal Property  
234 (including without limitation, trade fixtures and Alterations temporary in character) shall be  
235 completely removed by Tenant upon the expiration of the Term. Any damage to the Premises  
236 caused by such removal shall be repaired by the Tenant. Any of Tenant's Personal Property not  
237 so removed shall, at the option of Landlord, automatically become the property of Landlord,  
238 and Landlord may retain or dispose of Tenant's Personal Property not so removed in any  
239 manner consistent with Colorado law.

240

241        13. Repairs and Maintenance.

242

243        (a) *Condition of Premises.* By taking possession of the Premises, Tenant acknowledges  
244 that the Premises are in acceptable order and repair on the Commencement Date and that no  
245 repairs or maintenance by Landlord are necessary. Based upon the condition of the Premises  
246 and the Term, the parties do not anticipate the need for substantial repairs of the Premises  
247 during the Term of this Lease.

248

249        (b) *Tenant's Duties.* Except as set forth in subparagraph (c) of this Paragraph and  
250 Paragraph 21, Tenant shall be responsible to maintain the Premises in as good a condition as the  
251 Premises are in at the Commencement Date, ordinary wear and tear and Acts of God excepted.  
252 Any decorating or interior repairs to the Premises shall be at Tenant's sole expense. Tenant shall  
253 not commit any waste on the Premises.

254

255        (c) *Tenant's Option to Terminate Lease.* The duty to repair and maintain the Premises  
256 as set forth in subparagraph (b) of this Paragraph shall not include the obligation to make  
257 repairs or provide maintenance to the Premises if Tenant reasonably determines that the cost of  
258 making any such repair or providing such maintenance is not cost effective for Tenant. If  
259 Tenant makes such a determination, it shall notify Landlord of its determination, and Landlord  
260 shall, at its option, make the repairs or provide the maintenance or advise Tenant that it does  
261 not intend to provide such repairs or maintenance. If Landlord advises Tenant that it does not  
262 intend to provide such repairs or maintenance or if it fails to begin making such repairs or  
263 providing such maintenance within thirty (30) days after receiving notice from Tenant, Tenant  
264 shall have the option of (1) making the repairs or providing the maintenance at its own expense,  
265 (2) continuing to use the Premises without such repairs or maintenance, or (3) terminating this  
266 Lease by providing written notice thereof. In the event this Lease is terminated pursuant to this  
267 subparagraph, neither party shall have liability to the other, except for those obligations which  
268 accrued prior to the effective date of the termination.

269

270        (d) *Standard of Performance.* Subject to the provisions of subparagraph (c) of this  
271 Paragraph and Paragraph 21, Tenant shall perform its duties in a manner reasonably  
272 satisfactory to Landlord.

273

274        (e) *Landlord's Duties.* Landlord shall be responsible for all repairs and maintenance  
275 reasonably required with respect to the Premises except as set forth in subparagraph (b) of this  
276 Paragraph. The determination of whether any repair or maintenance is reasonably required  
277 shall be made by Landlord in the exercise of its reasonable discretion. Landlord shall have no

278 duty to make any repair or provide any maintenance required of Landlord hereunder until and  
279 unless Tenant provides written notice to Landlord of the need for such repair or maintenance  
280 and Landlord has a reasonable period of time thereafter to commence and complete necessary  
281 repairs and maintenance.

282  
283 (f) *Safety Considerations.* Notwithstanding any other provision of this Lease, Tenant,  
284 as the party in possession, recognizes that it has the primary obligation to keep the Premises in  
285 a safe condition throughout the term of this Lease.

286  
287 14. **No Liens By Tenant.** Tenant shall at all times keep the Premises free from any liens  
288 arising out of any work performed or allegedly performed, materials furnished or allegedly  
289 furnished, or obligations incurred or allegedly incurred, by Tenant or its contractors. Tenant  
290 agrees to indemnify and hold Landlord harmless from and against any and all claims for  
291 mechanics', materialmen's or other liens in connection with any Alterations, repairs, or any  
292 work performed, materials furnished or obligations incurred by Tenant or its contractors.  
293 Landlord reserves the right to enter the Premises for the purpose of posting such notices of non-  
294 responsibility as may be permitted by law, or desired by Landlord. Prior to commencing any  
295 Alterations, repairs or any other work in the Premises or incurring any obligations in  
296 connection therewith, Tenant shall provide Landlord with at least ten business days' notice with  
297 respect thereto so that Landlord may post such notices of non-responsibility.

298  
299 15. **Property Taxes.** Landlord shall be liable for all personal property taxes (except for  
300 Tenant's personal property located at the Premises) and real property taxes, if any, on the  
301 Premises. Such taxes shall be paid as and when they become due and prior to delinquency.  
302 Tenant agrees to reasonably cooperate, as requested by Landlord, with any exemptions  
303 Landlord may receive for its lease of the Premises for fire and emergency services.

304  
305 16. **Utilities and Services.** Tenant shall be responsible for and shall pay promptly all  
306 charges for water, sewer, heat, electricity, gas, telephone, janitorial services, and/or other  
307 utilities for the Premises. Tenant shall be entitled to use place its ordinary trash associated with  
308 this Lease in Landlord's trash recepticles.

309  
310 17. **Fixtures.** Tenant shall, at its own expense, provide, install and maintain in good  
311 condition all Tenant's Personal Property required in the conduct of its business in the Premises.

312  
313 18. **Landlord's Right to Enter the Premises.** Upon 72 hours advance written notice to  
314 Tenant, Landlord may enter the Premises during reasonable hours accompanied by a  
315 representative of Tenant for any purpose permitted hereunder; provided, however, that in the  
316 case of an emergency, no prior notice of entry will be required, nor will Landlord be required to  
317 be accompanied by a representative of Tenant to the extent that either or both of such  
318 requirements would be reasonably impractical to satisfy but in any such event Landlord shall  
319 notify Tenant of any such entry no later than twenty-four hours after the occurrence of same.  
320 The above rights are subject to reasonable security regulations of Tenant, and to the  
321 requirement that Landlord shall at all times act in a manner to cause the least possible  
322 interference to Tenant's operations and to prevent violations of Tenant's, and its licensees' and  
323 invitees', rights of privacy and confidentiality.

324

324        19. **Signs.** Tenant shall obtain the approval of Landlord and any necessary governmental  
325 approvals prior to the installation of any sign.  
326

327        20. **Indemnity; Insurance.**

329              (a) **Indemnification.** Tenant shall protect and hold Landlord harmless from any  
330 and all claims, suits, causes of action and damages made or claimed by any person on account  
331 of bodily or personal injury (including death) or property damage caused by or in any way  
332 arising out of or related to Tenant's use of the Premises. This indemnification, however, shall  
333 be subject to and shall not constitute a waiver of DFRA's governmental immunity under the  
334 Colorado Governmental Immunity Act. Any liability of DFRA hereunder shall be expressly  
335 subject to the monetary limitations set forth in the Act.  
336

337              (b) **Liability Insurance.** Tenant shall obtain and keep in full force a policy of  
338 general liability insurance with minimum limits in the amount of one-hundred fifty thousand  
339 (\$150,000) per person and six hundred thousand (\$600,000) per occurrence.  
340

341              (c) **Personal Property and Casualty Insurance.** Tenant shall be responsible for  
342 obtaining, at its own cost and expense, insurance appropriate to insure all of Tenant's personal  
343 property located on or used in connection with the Premises, regardless of whether it is owned  
344 by Landlord or Tenant.  
345

346              (d) **Property Insurance for the Building.** Tenant shall insure the building  
347 improvements for the Leased Premises in amounts deemed sufficient by Tenant in its  
348 reasonable discretion from time to time.  
349

350              (e) **Insurance Requirements.** All policies shall provide for notice of cancellation to  
351 Landlord prior to cancellation. Tenant shall provide Landlord, concurrently upon taking  
352 possession of the Premises, and thereafter as Landlord may reasonably request, certificates  
353 issued by the insurance companies which are providing coverage required to be maintained by  
354 the Tenant.  
355

356        21. **Damage to or Destruction of Premises.**

358              (a) **Landlord's Obligation to Rebuild.** If the Premises are damaged or destroyed,  
359 Landlord shall make reasonable efforts to promptly and diligently repair the Premises unless it  
360 has the right to terminate this Lease as provided in subparagraph (b) of this Paragraph and it  
361 elects to so terminate (such right to terminate does not operate to alter Landlord's obligations, if  
362 any are imposed by the County or otherwise, to provide fire and/or emergency  
363 services/station).  
364

365              (b) **Right to Terminate.** Except as set forth in subparagraph (c) of this Paragraph,  
366 both Landlord and Tenant shall have the right to terminate this Lease following damage to the  
367 extent of 50% or more of the present value of the Premises or destruction of the Premises if  
368 any of the following occurs: (i) insurance proceeds are not available to Landlord to pay one  
369 hundred percent of the cost to fully repair the damaged Premises; (ii) the Premises cannot, with  
370 reasonable diligence, be fully repaired within one hundred and eighty (180) days after the date  
371 of the damage or destruction; (iii) the Premises cannot be safely repaired because of the  
372

373 presence of hazardous factors, including, but not limited to, earthquake faults, radiation,  
374 chemical waste or other similar dangers; or (iv) the Premises are destroyed or damaged during  
375 the last twelve (12) months of the Lease Term or any extended Term.

377 If Landlord or Tenant elects to terminate this Lease, the terminating party shall give the  
378 non-terminating party written notice of its election to terminate within thirty (30) days after it  
379 has knowledge of such damage or destruction, and this Lease shall terminate fifteen (15) days  
380 after the date non-terminating party receives such notice. If neither party elects to terminate the  
381 Lease, Landlord shall, promptly following the date of such damage or destruction, commence  
382 the process of obtaining necessary permits and approvals, and shall commence repair of the  
383 Premises as soon as practicable and thereafter prosecute the same diligently to completion, in  
384 which event this Lease will continue in full force and effect. There shall be no abatement of the  
385 Rent or Tenant's other obligations hereunder during the period of repair.

387 (c) **Tenant's Option to Require Repairs.** Notwithstanding any other provision of  
388 this Paragraph, Tenant shall have the right to use all insurance proceeds payable to Landlord or  
389 Tenant in connection with the Premises to fully repair the damaged Premises and to keep this  
390 Lease in full force and effect provided that Tenant agrees to pay any amounts needed to fully  
391 repair the damaged Premises not paid from insurance proceeds.

393 (d) **Cooperation.** If all or any portion of the Premises are substantially rebuilt as a  
394 result of damage to the Premises, the parties agree to cooperate in the design and specifications  
395 for such repairs.

397 (e) **Exclusive Remedy.** Paragraph 21 contains the sole and exclusive remedies in the  
398 event of damage or destruction to the Premises and the proper exercise of the election to  
399 terminate by either party as set forth in this Paragraph.

401 (f) **Release Upon Termination.** Upon any termination of this Lease pursuant to this  
402 Paragraph 21, Tenant and Landlord hereby agree to release each other from any and all  
403 obligations and liabilities with respect to this Lease except such obligations and liabilities which  
404 arise or accrue prior to such termination.

## 406 22. Assignment and Subletting.

408 (a) **Tenant's Right to Assign or Sublet.** Tenant shall not encumber, assign or  
409 otherwise transfer any right or interest in this Lease or grant any concession or license to use the  
410 Premises or any part thereof without the prior written consent of Landlord which consent shall not  
411 be unreasonably withheld, conditioned or delayed. Landlord hereby consents to an assignment to  
412 any entity to which all or substantially all of the assets of Tenant are transferred if such entity  
413 has the obligation to provide fire and emergency medical services in the geographical area  
414 including the Premises. An assignment, subletting, transfer, encumbrance, concession or license  
415 without the prior consent of Landlord shall be void and shall constitute a breach of this Lease.

417 (b) **Landlord's Right to Assign.** Landlord may assign its rights hereunder to any  
418 entity purchasing the Premises.

## 420 23. Default.

421  
422       (a) **Default by Tenant.** An "Event of Default" by Tenant shall occur if Tenant fails to  
423 observe, keep or perform any of the material terms, covenants, agreements or conditions under  
424 this Lease that Tenant is obligated to observe or perform for a period of thirty (30) days after  
425 notice to Tenant of said failure; provided, however, that if the nature of Tenant's default is such  
426 that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be  
427 deemed to be in default under this Lease if Tenant shall commence the cure of such default so  
428 specified within the thirty (30) day period and diligently prosecutes the same to completion.  
429 Such thirty (30) day notice shall run concurrently with any notice required under Colorado law.  
430 In the event of any Event of Default by Tenant, Landlord shall have the right, in addition to all  
431 other rights available to Landlord under this Lease or now or later permitted by law or equity,  
432 to terminate this Lease by providing Tenant with a notice of termination and to recover  
433 damages as provided by law or equity.

434  
435       (b) **Default by Landlord.** An "Event of Default" by Landlord shall occur if Landlord  
436 fails to observe, keep or perform any of the material terms, covenants, agreements or conditions  
437 under this Lease that Landlord is obligated to observe or perform for a period of thirty (30) days  
438 after notice to Landlord of said failure; provided, however, that if the nature of Landlord's  
439 obligation is such that more than thirty (30) days are required for its performance, then  
440 Landlord shall not be deemed in default if it shall commence such performance within thirty  
441 (30) days and thereafter diligently pursues the same to completion. In the event of any Event of  
442 Default by Landlord, Tenant may exercise any of its rights or remedies provided in law or at  
443 equity.

444  
445       (c) **Right to Perform.** Subject to the provisions of Paragraph 13(c), if Landlord or  
446 Tenant fails to perform any covenant or condition required to be performed by such party  
447 within the applicable grace or cure period, the other party ("Performing Party") may perform  
448 such covenant or condition at its option, after notice to the party required to perform. All costs  
449 incurred by the Performing Party in so performing shall immediately be reimbursed to the  
450 Performing Party by the party obligated to perform, together with interest computed from the  
451 time payment is made by the Performing Party. If there is a dispute about a party's rights or  
452 obligations pursuant to this Paragraph, the parties shall proceed in good faith to submit the  
453 matter to non-binding mediation. The parties will jointly appoint an acceptable mediator and  
454 will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall  
455 terminate in the event the entire dispute is not resolved 30 days from the date written notice  
456 requesting mediation is sent by one party to the other.

457  
458       24. **Notices.** Any notice or demand required or desired to be given under this Lease shall be  
459 in writing and shall be personally served or in lieu of personal service may be given by mail. If  
460 given by mail, such notice shall be deemed to have been given when seventy-two (72) hours  
461 have elapsed from the time when such notice was deposited in United States mail, registered or  
462 certified, postage prepaid, return receipt requested, addressed to the party to be notified. The  
463 addresses of Landlord and Tenant are as set forth in the Lease Summary. Either party may  
464 change its address by giving notice of same in accordance with this Paragraph.

465  
466       25. **Attorney Fees.** If either party brings any action or legal proceeding for damages for an  
467 alleged breach of any provision of this Lease, including to recover sums due, to terminate this  
468 Lease or to enforce, protect or establish any term, condition or covenant of this Lease or the

469 right of either party hereunder or at law, the substantially prevailing party shall be entitled to  
470 recover as a part of such action or proceedings, or in a separate action brought for that purpose,  
471 attorneys' fees and costs actually incurred by the substantially prevailing party.

472  
473     **26. Estoppel Certificate.** Landlord or Tenant shall, at any time and from time to time upon  
474 request of the other, within thirty days following notice of such request from the other, execute,  
475 acknowledge and deliver to the requesting party in recordable form, a certificate ("Estoppel  
476 Certificate") in writing, in such form as Landlord or Tenant or any of their lenders, prospective  
477 purchasers, lienholders or assignees may deem appropriate setting forth correctly, to the best of  
478 the knowledge reasonably available to Landlord and Tenant, that (a) this Lease is unmodified  
479 and in full force and effect (or, if modified, stating the nature of the modifications and certifying  
480 that this Lease, as modified, is in full force and effect) and the dates to which the Rent and other  
481 charges have been paid in advance, if any, and (b) to the best of Tenant's or Landlord's  
482 knowledge, there are no uncured defaults, if accurate and true, or specifying such default if any  
483 are claimed. Failure by Landlord or Tenant to deliver the Estoppel Certificate within this thirty  
484 day period shall be deemed to conclusively establish that this Lease is in full force and effect  
485 and has not been modified except as may be represented by the requesting party.

486  
487     **27. Recordation.** Landlord and Tenant agree that this Lease or a Memorandum of this  
488 Lease may be recorded by either Landlord or Tenant provided all fees are paid by the recording  
489 party.

490  
491     **28. General.**

492  
493         (a)     **Captions.** The captions and headings used in this Lease are for the purpose of  
494 convenience only and shall not be construed to limit or extend the meaning of any part of this  
495 Lease.

496  
497         (b)     **Executed Copy.** Any fully executed copy of this Lease shall be deemed an  
498 original for all purposes.

500  
501         (c)     **Time.** Time is of the essence for the performance of each term, condition and  
502 covenant of this Lease.

503  
504         (d)     **Severability.** If any one or more of the provisions contained herein shall for any  
505 reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or  
506 unenforceability shall not affect any other provision of this Lease, but this Lease shall be  
507 construed as if such invalid, illegal or unenforceable provision had not been contained herein.

508  
509         (e)     **Choice of Law.** This Lease shall be construed and enforced in accordance with  
510 the laws of the State of Colorado. The language in all parts of this Lease shall in all cases be  
511 construed as a whole according to its fair meaning and any ambiguity shall not be construed  
512 strictly for or against either Landlord or Tenant.

513  
514         (f)     **Gender; Singular, Plural.** When the context of this Lease requires, the neuter  
515 gender includes the masculine, the feminine, a partnership or corporation, joint venture or other  
516 legal business entity, and the singular includes the plural.

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521       (h) **Waiver and Consent.** It is the parties' intention that any waiver of any terms and  
522 conditions hereof, and any consent to be given pursuant to this Lease, must be in writing, and  
523 signed by the party waiving or consenting. A party's chief administrative officer and any other  
524 person designated in a resolution by the governing board of a party shall have the authority to  
525 waive provisions of this Lease or consent to actions on behalf of such party. No failure to insist  
526 upon strict compliance with any of the provisions of this Lease shall operate or be construed as  
527 a waiver of any subsequent breach of the same or any other provision of this Lease. A waiver of  
528 any term or condition hereof shall not be construed as a future waiver of the same or any other  
529 term or condition hereof. The subsequent acceptance of Rent hereunder by Landlord shall not  
530 be deemed to be a waiver of any preceding breach at the time of acceptance of such payment.

547                   (l)     **Lease Summary.** The Lease Summary at the beginning of this Lease is intended  
548 to provide general information, except as incorporated herein. In the event of any inconsistency  
549 between the Lease Summary and the specific provisions of this Lease, the specific provisions of  
550 this Lease shall prevail.  
551

555           IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date  
556           and year first above written.  
557

558 J. LANDLORD:

TENANT:

561 By: Mary Ann Bryant  
562 Mary Ann Bryant, its President  
563 Date: April 15, 2011  
564

By: Daniel J. Noonan, its Chief  
Date: April 14, 2011

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566  
567 STATE OF COLORADO )  
568 ) SS.  
569 COUNTY OF LA PLATA )  
570  
571 Subscribed and sworn to before me this 15<sup>th</sup> day of April, 2011 by Many  
572 Jan Brumpt, the President and authorized signor for Falls Creek Ranch Association.  
573

574 Witness my hand and official seal.

575  
576 My Commission Expires:

577 5-15-2012

  
Susan Bailezer  
Notary Public

578 STATE OF COLORADO )  
579 ) SS.  
580 COUNTY OF LA PLATA )  
581

582 Subscribed and sworn to before me this 14 day of April, 2011 by  
583 Daniel J. Noonan, Chief and authorized signor for the Durango Fire and Rescue Authority.

584 Witness my hand and official seal.

585 My Commission Expires:

586 9/13/2014

  
Patricia L. Egger  
Notary Public

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