1 2 3	LEASE (New Recycling Center)		
3 4 5 6 7 8 9	THIS LEASE ("Lease") is dated, 2014 and is between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("Town") and the BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO ("County"). Town and County are sometimes collectively referred to in this Lease as the "Parties", and individually as a "Party."		
10	ARTICLE 1 – BASIC LEASE PROVISIONS		
11 12 13 14	1.1 Leased Premises . In consideration of County's keeping of the promises, covenants, and conditions required of it by this Lease, Town leases to County, and County leases from Town, for the term and upon the conditions of this Lease, the real property described on the attached Exhibit "A" (" Leased Premises ").		
15 16 17 18 19	1.2 Use Of Leased Premises . As of the date of this Lease the Leased Premises consist of vacant, unimproved land. County will use the Leased Premises only to construct and operate a new facility for the public collection of recyclable and reusable materials and public education related to those uses. County will not use the Leased Premises for any other purpose without Town's prior written consent.		
20 21 22	1.3 Term . The term of this Lease (" Term ") begins at 12:01 A.M., local time, on June 1, 2014 and ends, unless sooner terminated as hereafter provided, at 11:59 P.M., local time, on, May 31, 2034, and may be extended upon mutual agreement of the Parties.		
23	1.4 Surrender of Leased Premises.		
24 25 26 27 28 29 30 31 32 33	(a) Upon the expiration or earlier termination of this Lease, County will surrender the Leased Premises to Town in good condition, ordinary wear and tear excepted. Not later than the last day of the Term, County will remove its personal property and fixtures (including, but not limited to, trade fixtures) from the Leased Premises. The cost of such removal will be borne by County, and County will repair all injury or damage done to the Leased Premises in connection with the installation or removal of County's personal property and trade fixtures. All of County's fixtures (including, but not limited to trade fixtures) that are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises will, at Town's option, become the property of Town upon installation and remain with the Leased Premises upon surrender.		
34 35 36 37 38 39	(b) Town may retain or dispose of any personal property, fixtures (including, but not limited to, trade fixtures), alterations or improvements left remaining by County at or upon the Leased Premises following the expiration or earlier termination of this Lease, and Town is not accountable to County for any damages for the loss or destruction thereof, or for any part of the proceeds of sale, if any, realized by Town. County waives all claims against Town for any damages suffered by County resulting from Town's retention or disposition of such personal		

- 1 property, fixtures (including, but not limited to, trade fixtures), alterations or improvements.
- 2 County will reimburse the Town for Town's costs for storing, removing and disposing of any
- 3 such personal property, fixtures (including trade fixtures) or alterations.

4 1.5 **Early Termination**. Notwithstanding the stated term of this Lease as provided in Section 1.3, either Party may terminate this Lease, without being liable to the other Party for breach of this Lease, by giving the other Party not less than one (1) year's prior written notice in the manner provided in Section 13.3.

ARTICLE 2 – RENT

- 2.1 Rent. The Parties understand and agree that the consideration for this Lease is the public benefit to the citizens of and visitors to the respective Party's jurisdiction and that there is to be no monetary rent paid by the County for the lease of the Leased Premises. Notwithstanding the foregoing, the County will remain obligated to pay all other amounts owing pursuant to the terms of this Lease.
- 2.2 **Interest On Past Due Amounts**. County will pay interest to Town on any sum due to Town under this Lease that is 30 days or more past due at the rate of 12% per annum from the date due until the date such payment is fully paid.

ARTICLE 3 – TOWN'S DISCLAIMERS AND EXCULPATORY PROVISIONS

- 3.1 "As Is" Condition of Leased Premises. County acknowledges that it had adequate and fair opportunity to inspect the Leased Premises prior to taking possession. The Leased Premises are leased by Town to County, and accepted by County, in "AS IS" condition. County's act of taking possession of the Leased Premises is conclusive evidence that County accepted the Leased Premises in then "AS IS" condition, and that the Leased Premises were in satisfactory condition at the time of commencement of County's possession.
- Delay In Delivery of Possession of Leased Premises. Town is not liable to County for any delay in delivery of possession of the Leased Premises.
- **Town's Non-liability.** As a material part of the consideration to be received by Town under this Lease, County assumes all risk of damage to property or injury to persons in or upon the Leased Premises from any cause, other than Town's gross negligence or intentional wrongful act, and County waives all claims in respect thereof against Town.
 - **Limitation of Remedies**. Town is not liable for any indirect, special, or consequential damages, including, but not limited to, loss of anticipated profits, revenue or savings, business interruption, or any similar claim arising from the Town's breach of this Lease, even if Town has been advised of the possibility of such damages. This limitation applies notwithstanding the failure of an essential purpose of any limited remedy.

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ARTICLE 4 – COUNTY'S AFFIRMATIVE OBLIGATIONS

- 4.1 **County Liable For Costs to Prepare Leased Premises For Use By County**. County is responsible for all work required to be done, and costs incurred in connection with, the preparation of the Leased Premises for County's use.
- 4.2 **Utilities**. County will initiate, contract for, and obtain in its name, all utility services required on the Leased Premises, including, but not limited to, water, gas, electricity and telephone, and County will pay all charges for such services as they become due. Town is not liable for any personal injury or property damage resulting from the negligent operation or faulty installation of utility services provided for use on the Leased Premises, nor is Town liable for any injury or damage suffered by County as a result of the failure to make necessary repairs to the utility facilities. To the extent allowed by law, the County will be liable for any injury or damages to the equipment or service lines of the utility suppliers that are located on the Leased Premises resulting from the negligent or deliberate acts of County, or its members, agents or visitors. In particular, County will be liable for any loss or damage due to freezing, stoppage, or blockage of water pipes or plumbing fixtures on the Leased Premises.
- 4.3 **Taxes.** Because both Town and Country are tax-exempt entities under Colorado law, the parties anticipate that the Leased Premises will be tax-exempt throughout the Term. However, if any taxes are lawfully assessed against the Leased Premises as a result of County's use of the Leased Premises County will pay such taxes before they become delinquent.

4.4 Maintenance And Snow Plowing.

- (a) County will, at its sole expense, keep and maintain the Leased Premises in as good and sanitary a condition and state of repair as existed at the commencement of the Term.
 - (b) County will, at its sole expense, provide all required maintenance and snow plowing necessary for the safe and lawful operation of the New Facility.
 - 4.5 **Signs**. County will not post, place, affix, erect, or display any sign within or outside of the Leased Premises without Town's prior written approval, which approval may be granted, withheld, or conditionally approved in Town's sole and absolute discretion. In considering County's request to place a sign within or outside of the Leased Premises, Town acts in its capacity as landlord of the Leased Premises, and not in its governmental capacity. Town may remove any sign placed within or outside of the Leased Premises in violation of the portions of this subsection. In addition to obtaining Town's discretionary permission as described above, County must also obtain any required sign permit from Town acting in its governmental capacity. County will maintain all signs located within or outside of the Leased Premises in good, clean, and attractive condition. County will remove all signs placed by it within or outside of the Leased Premises at the expiration or earlier termination of this Lease, and repair any damage or injury caused thereby. If not so removed by County, the Town may remove such sign(s) at County's expense. However, the Town agrees that once it has given its discretionary approval to County under this Section, such decision may not be revoked or materially changed

without County's consent. Town will promptly review County's proposed plans and design for signs proposed to be placed upon the Leased Premises under this Section.

- 4.6 **Inspection and Entry**. Town and Town's authorized representatives may enter the Leased Premises at all times during reasonable hours to inspect the Leased Premises. County further agrees that the Town may go upon the Leased Premises at all times and:
- (i) make any necessary repairs to the Leased Premises and perform any work therein that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority or that the Town may deem necessary to prevent waste or deterioration of the Leased Premises;
- 10 (ii) post any notice provided for by law; or

- 11 (iii) otherwise protect any and all rights of Town, all without any liability to County 12 for costs or damages
- Nothing in this Section implies or creates any duty on the part of the Town to do any work that under any provision of this Lease the County may be required to do, nor will it constitute a waiver of County's default in failing to do such work. No reasonable exercise by the Town of any rights herein reserved will entitle the County to any damage or compensation of any kind from Town for any injury, loss, damage, or inconvenience occasioned thereby.
 - 4.7 **Compliance With Laws**. County, at its sole cost and expense, will comply with all applicable laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises, as amended from time to time throughout the Term. A judgment of any court or the admission by the County in any action or proceeding against it, whether Town is a party thereto or not, that it has violated any law, ordinance, requirement or order in the use of the Leased Premises will be conclusive of the fact as between Town and County.

ARTICLE 5 – COUNTY'S NEGATIVE OBLIGATIONS

- 5.1 **Alterations**. County will not make any change, improvement, alteration or addition to the Leased Premises without the prior written consent of Town given in accordance with this Lease. County will not make any change, improvement, alteration or addition to the Leased Premises without first having obtained a development permit from Town, acting in Town's governmental capacity.
- 5.2 **Assignment And Subletting.** County will not assign, sublet, license, pledge, encumber, or allow any other person or entity to occupy or use any or all of the Leased Premises without first obtaining Town's prior written consent, which consent may be granted, withheld, or conditionally approved in Town's sole, absolute, and subjective discretion. Any assignment, sublease, license, pledge, or encumbrance without Town's prior written consent is voidable by Town and, at Town's election, will constitute a default under this Lease. No consent by Town to

any of the above acts will constitute a further waiver of the provisions of this Section. If Town consents to an assignment, sublease, or license County may be required, as a condition of granting consent, to pay Town's reasonable costs incurred in considering the proposed assignment, sublease, or license including, but not limited to, legal fees and credit checks.

5.3 **Waste or Nuisance**. County will not commit or permit to be committed any waste upon the Leased Premises. County will not commit or permit to be committed upon the Leased Premises any public or private nuisance, or any other act or occurrence prohibited by law.

ARTICLE 6 – NEW FACILITY

- 6.1 **County to Construct New Facility**. County will construct the New Facility. The New Facility will be completed and open for use by the general public by December 31, 2015, unless the Parties agree to a later date.
- 12 6.2 **Cost of Constructing New Facility**. County will pay all costs of constructing the New Facility.
 - 6.3 **Town's Governmental Review**. County will comply with the requirements of Section 9-4-5 of the <u>Breckenridge Town Code</u> by submitting information to the Town of Breckenridge Planning Commission with respect to the location and character of the propose New Facility. The procedures described in Section 9-4-5 of the <u>Breckenridge Town Code</u> will govern the Planning Commission's review of the information submitted by the County.
 - of Section 9-4-5 of the <u>Breckenridge Town Code</u>), the planning and design of the New Facility requires the discretionary written approval of the Town Council of the Town of Breckenridge ("Town Council"). County acknowledges that such discretionary approval is required by the Town in order to assure that the final design of the New Facility not only meets the applicable criteria and standards required by the Town's land use codes and regulations, but also meets the subjective expectations of the Town Council for the location of a structure on Town-owned property. County understands, acknowledges, and agrees that the Town Council's discretionary approval required by this Section may be granted, withheld, or conditionally approved by the Town Council in its sole and absolute discretion. However, the Town agrees that once it has given its discretionary approval to County under this Section, such decision may not be revoked or materially changed without County's consent. Town will promptly review County's proposed plans and design for the New Facility under this Section.
 - 6.5 **Subsequent Changes to New Facility**. During the Term Sections 6.3 and 6.4 apply to any proposed addition to or expansion of the New Facility after the Town's review initial approval of the New Facility, but only with respect to changes to any of the following elements of the New Facility: site plan; building footprint; parking; ingress and egress; building shapes and elevations; and exterior colors and materials.

6.6 **Building Codes**. The New Facility will be constructed in compliance with the Town's building and other technical codes.

6.7 **Green Design**. County will, to the extent it deems feasible in its sole discretion, construct the New Facility to meet the Leadership in Energy and Environmental Design ("**LEED**") Green Building Rating System standards. County will not be required to obtain LEED certification.

ARTICLE 7 – INSURANCE

- 7.1 **County's Liability Insurance**. Throughout the Term County will, at its expense, continuously maintain comprehensive general liability insurance covering County's operations on the Leased Premises with limits of liability not less than the limits of liability for local governments established from time to time by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. ("Act"). County's liability insurance policy will be endorsed to include the Town as an additional insured.
- 7.2 **Worker's Compensation Insurance**. Throughout the Term County will continuously maintain worker's compensation insurance as required by Colorado law covering all employees engaged in the performance of work at the Leased Premises.
- 7.3 **Additional Insurance Provisions**. Every insurance policy required by this Article will be primary insurance, and any insurance carried by Town, its officers, or its employees, or carried by or provided through any insurance pool of which Town is a member will be excess and not contributory insurance to that provided by County. County is solely responsible for any deductible losses under its required insurance policies.
- 7.4 **Evidence of Insurance**. Prior to the commencement of this Lease, and on each subsequent renewal or replacement of the required insurance policies during the Term, County will give to Town a certificate of insurance evidencing compliance with the requirements of this Article. All required insurance policies will be renewed or replaced and maintained by the County throughout the Term to assure continuous coverage. If County fails to give the required insurance certificate within 10 days after notice or demand for it, such action will constitute a default under this Lease, and the Town may then proceed as provided in Article 10 of this Lease.

ARTICLE 8 – INDEMNIFICATION

8.1 **Indemnification By County**. To the extent permitted by law, and subject to any applicable limits of the Act, County will indemnify and defend the Town, its officers, employees, insurers, and self-insurance pool from all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, arising out of or in any manner connected with this Lease or County's use or possession of the Leased Premises pursuant to this Lease, except to the extent that such liability, claim, or demand arises through the gross negligence or intentional wrongful act of the Town, its officers,

employees, or agents, or Town's breach of this Lease. If indemnification is required under this Section, County will investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and bear all other costs and expenses related thereto, including court costs and attorney fees.

8.2 **Surviva**l. The obligations of this Article 8 will survive the expiration or termination of this Lease.

ARTICLE 9– DEFAULT

- 9.1 **Default By County**. The occurrence of any one or more of the following events will constitute a default and breach of the Lease by County:
- 10 (a) The vacating or abandonment of the Leased Premises by County, or the permanent closure to the public of the New Facility.
 - (b) The failure by County to make any payment required to be made by it under this Lease, as and when due, when such failure will continue for a period of 10 days after service of written notice thereof by Town to County.
 - (c) The failure by County to observe or perform any of the other covenants, conditions, or provisions of this Lease to be observed or performed by the County, or to obey rules promulgated by Town, within a reasonable time not to exceed 90 days after service of written notice thereof by the Town to the County. In the event of a non-monetary default that is not capable of being corrected within 90 days, County will not be in default if it commences correcting the default within 90 days of service of a demand for compliance notice and thereafter corrects the default with due diligence.
 - 9.2 **Town's Remedies Upon Default**. If the County is in default under this Lease, and does not cure the subject default in a timely manner as described in Section 9.1(c) above, Town has all of the remedies provided for in such circumstances by Colorado law, including but not limited to early termination of the Lease in accordance with Section 1.5.
 - 9.3 **Default By Town**. Town will be in default under this Lease if Town fails to comply with any of the terms, provisions, or covenants of this Lease within a reasonable time not to exceed 90 days following service of written notice thereof by County. In the event of a non-monetary default that is not capable of being corrected within 90 days, Town will not be default if Town commences correcting the default within 90 days of receipt of notification thereof and thereafter corrects the default with due diligence.
- County's Remedies Upon Default. If the Town is in default under this Lease, County has all of the remedies provided for in such circumstances by Colorado law, including but not limited to early termination of the Lease in accordance with Section 1.5

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10.1 **Quiet Enjoyment**. So long as there is no default in any of the other covenants, conditions, or provisions of this Lease to be performed, observed, or kept by County, Town covenants that County will peaceably and quietly hold and enjoy the Leased Premises for the entire Term.

ARTICLE 11 – TOWN'S RULES

11.1 **Rules**. County will faithfully observe and comply with any rules and regulations promulgated by Town with respect to the Leased Premises. The Town's rules and regulations must be reasonable, and may not unilaterally change or significantly alter the material terms and conditions of this Lease. Subject to the terms hereof, the rules and regulations, and any amendments thereto, will be binding upon the County upon delivery to County.

ARTICLE 12 – HAZARDOUS MATERIALS

- 12.1 **Hazardous Materials Defined**. As used in this Article 13, the term "**Hazardous Materials**" means any chemical, material, substance or waste:
- (i) exposure to which is prohibited, limited, or regulated by any federal, state, county, regional or local authority, or other governmental authority of any nature; or
- (ii) that, even if not so regulated, may or could pose a hazard to the health or safety of the occupants of the Leased Premises including, without limitation, any petroleum, crude oil (any fraction thereof), natural gas, natural gas liquids, and those substances defined as "hazardous substances", "hazardous materials", "hazardous wastes" or other similar designations in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., and any other governmental statutes, laws, ordinances, rules, regulations, and precautions.
- 12.2 **Hazardous Materials Prohibited**. County will fully comply with all statutes, laws, ordinances, rules, regulations, and precautions now or hereafter mandated or advised by any federal, state, local, or other governmental agency with respect to the use, generation, storage, or disposal of Hazardous Materials. The Town understands that County intends to collect, handle, store and transport household hazardous waste on, to and from the Leased Premises as part of its standard recycling program and will do so in accordance with all applicable regulations as described in Article 12.1 above. Subject to any applicable limitations provided by law, County's indemnification of Town pursuant to this Lease extends to all liability, including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of Hazardous Materials at the Leased Premises by County, or any person claiming under County, including, without limitation, the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following

- the termination of this Lease, to the full extent that such action is attributable, directly or
- 2 indirectly, to the use, generation, storage, or disposal of Hazardous Materials by County or any
- 3 person claiming under County; provided, however, the written consent by Town to the use,
- 4 generation, storage, or disposal of Hazardous Materials will excuse County from County's
- 5 obligation of indemnification. In the event County is in breach of the covenants herein, after
- 6 notice to County and the expiration of the earlier of:
- 7 (i) the cure period provided in Section 10.1(c);
- 8 (ii) the cure period permitted under applicable law, regulation, or order,
- 9 then Town may, in its sole discretion, declare a default under this Lease and/or cause the Leased
- Premises to be freed from the Hazardous Material and the cost thereof will be deemed additional
- 11 rent hereunder and will immediately be due and payable from County. The obligations of County
- under this Section will survive the expiration or termination of this Lease.

ARTICLE 13 – MISCELLANEOUS

- 13.1 **Attorneys Fees/Costs**. If any action is brought in a court of law by either party to this Lease concerning the enforcement, interpretation, or construction of this Lease, the prevailing party, either at trial or upon appeal, is entitled to reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action.
- 18 13.2 **Governing Laws; Venue; Waiver of Jury Trial**. The laws of the State of Colorado will govern the interpretation, validity, performance, and enforcement of this Lease.
- 20 Any litigation brought to interpret or enforce this Lease must be commenced in Summit County,
- 21 Colorado. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ACTION TO ENFORCE,
- 22 INTERPRET, OR CONSTRUE THIS AGREEMENT.
 - 13.3 **Notices**. All notices required or permitted under this Lease must be given by registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier delivery, or by telecopies, directed as follows:
- 26 If intended for Town to:

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Town of Breckenridge

29 P.O. Box 168

30 150 Ski Hill Road

- 31 Breckenridge, Colorado 80424
- 32 Attn: Timothy J. Gagen, Town Manager
- 33 Telecopier number: (970)547-3104
- 34 Telephone number: (970)453-2251

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with a copy in each case (that will not constitute notice) to:

1	Timothy H. Berry, Esq.
2	Timothy H. Berry, P.C.
3	131 West 5th Street
	P. O. Box 2
4 5	Leadville, Colorado 80461
6	Telecopier number: (719)486-3039
7	Telephone number: (719)486-1889
8	•
9	If intended for County to:
10	
11	Board of County Commissioners
12	P.O. Box 68
13	Breckenridge, Colorado 80424
14	Attn: Gary Martinez, County Manager
15	Telephone number: (970)453-3401
16	Telecopier number: (970)453-3535
17	
18	with a copy in each case (which will not constitute notice) to:
19	
20	Jeff Huntley, Esq.
21	Summit County Attorney
22	P.O. Box 68
23	Breckenridge, Colorado 80424
24	Telephone number: (970)453-3407
25	Telecopier number: (970)454-3535

Any notice delivered by mail in accordance with this Section will be effective on the third business day after the same is deposited in any post office or postal box regularly maintained by the United States postal service. Any notice delivered by telecopier in accordance with this Section will be effective upon receipt if concurrently with sending by telecopier receipt is confirmed orally by telephone by the sending party. Any notice delivered by hand or commercial carrier will be effective upon actual receipt. Either party, by notice given as provided above, may change the address to which future notices may be sent. The provisions of this Section will not apply to any notice or demand that is required to be served in a particular manner by applicable law; and any such notice or demand will be served as required by law notwithstanding the provisions of this Section. E-mail is not a valid way to give notice under this Lease.

- 13.4 "**Day" Defined**. Unless otherwise indicated, the term "day" means a calendar day (and not a business day).
- 13.5 "Will" or "Will Not" Defined. "Will" or "will not" indicates a mandatory obligation to act or to refrain from acting as specifically indicated in the context of the sentence in which such word is used.

13.6 **Complete Agreement**. It is understood and agreed that this Lease contains the complete and final expression of the agreement between the parties, and there are no promises, representations, or inducements except as are herein provided. All negotiations, considerations, representations, and understandings between the parties related to this Lease are contained herein.

- 13.7 **Amendment**. This Lease may not be modified except by a written Lease signed by both the Town and County. Oral modifications of this Lease are not permitted.
- 13.8 **Captions**. The headings of the sections and paragraphs contained in this Lease are for convenience only and do not define, limit, or construe the contents of the articles, sections and paragraphs.
- 13.9 **Waiver**. The failure of either party to exercise any of such party's rights under this Lease is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving such rights.
- 13.10 **Severability**. If any provision of this Lease is held to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Lease and the application hereof will not in any way be affected or impaired thereby.
- 13.11 **Force Majeure**. Neither party will be liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Lease due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of terrorism, acts of superior governmental authority, weather conditions, floods, riots, rebellion, terrorism, sabotage or any other circumstance for which such party is not responsible or that is not in its power to control.
- 13.12 Advances By Town For County. If County fails to do anything required to be done by it under the terms of this Lease (other than a failure to make the payments to Town herein required) the Town may, at is sole option, but without any obligation to do so, do or perform such act or thing on behalf of County, and in doing so the Town will not be deemed to be a volunteer; provided, however, that before exercising its rights under this Section Town must give notice to County as provided in Section 13.3, and afford the County a reasonable amount of time to do or perform the act required by County. Upon notification to County of the herein authorized costs incurred by the Town, County will promptly pay to Town the full amount of such costs and/or expenses, together with interest thereon at the rate of 12% per annum.
- 13.13 **Governmental Immunity**. Both the Town and the County are relying on, and do not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Act, as from time to time amended, or any other limitation, right, immunity or protection otherwise available to Town or the County, or their respective elected officials, officers, or employees.

1 2 3	13.14 No Adverse Construction Based On Authorship . Each of the parties stipulate and agree that it had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either party by virtue of such party having drafted this Lease.
4 5 6	13.15 Town's Consent . Except as otherwise expressly provided to the contrary in this Lease, wherever in this Lease it is provided that some act requires the Town's prior consent, such consent will not be unreasonably withheld by Town.
7	13.16 Third Parties . There are no third party beneficiaries of this Lease.
8 9	13.17 Lease Not To Be Recorded . This Lease MAY NOT BE RECORDED with the Clerk and Recorder of Summit County, Colorado.
10	13.18 Time of Essence . Time is of the essence of this Lease.
11	13.19 Non-Discrimination; Compliance With Applicable Laws. County:
12 13 14	(a) will not discriminate against any employee or applicant for employment to work at the Leased Premises because of race, color, creed, sex, sexual orientation, religion, national origin, or disability;
15 16 17	(b) will insure that applicants who are to work at the Leased Premises are employed and that employees are treated during employment without regard to their race, color, creed, sex, sexual orientation, religion, national origin, or disability;
18 19 20 21	(c) will in all solicitations or advertisements for employees to be engaged in the performance of work at the Leased Premises state that all qualified applicants will receive consideration for employment without regard to race, color, creed, sex, sexual orientation, religion, national original or disability; and
22 23 24 25 26 27	(d) will comply with all applicable federal, state, and local laws, rules and regulations. Without limiting the generality of the foregoing, County will comply with the applicable provisions of the Americans With Disabilities Act, 42 U.S.C. §12101, et seq. (Public Law 101-336), and all applicable regulations and rules promulgated thereunder by any regulatory agency. The indemnification provisions of this Lease apply to County's failure to comply with all applicable laws or regulations.
28 29 30	13.20 No Partnership . The Town is not a partner, associate, or joint venturer of the County in the conduct of County's business at the Leased Premises. County is an independent contractor without the right or authority to impose tort or contractual liability upon the Town.
31 32 33	13.21 Binding Effect . The covenants, conditions, and obligations of this Lease extend to, bind, and inure to the benefit of, not only the parties, but their respective successors and permitted assigns.

1	15.22 Amuai Appropriation.
2 3 4 5 6 7 8	(a) Town's financial obligations under this Lease are subject to an annual appropriation being made by the Town Council of the Town of Breckenridge, Colorado in an amount sufficient to allow Town to perform its obligations under this Lease. If sufficient funds are not appropriated for such purpose, this Lease may be terminated by either party without penalty. Town's financial obligations under this Lease do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.
9 10 11 12 13 14 15	(b) County's financial obligations under this Lease are subject to an annual appropriation being made by the Board of County Commissioners of Summit County, Colorado in an amount sufficient to allow County to perform its obligations under this Lease. If sufficient funds are not appropriated for such purpose, this Lease may be terminated by either party without penalty. County's financial obligations hereunder do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.
16 17	13.23 Incorporation of Exhibit . The attached Exhibit "A" is incorporated herein by reference.
18 19 20 21 22 23 24	TOWN OF BRECKENRIDGE, a Colorado municipal corporation By Timothy J. Gagen, Town Manager
25 26 27 28	ATTEST:
29 30 31 32 33	Helen Cospolich, Town Clerk

1 2	BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO
3 4 5	By:
6 7 8	Chair
9 ATTEST:	
11	
clerk to the Board of Co	d Recorder, and <u>ex-officio</u> unty Commissioners
16 17 18 19 20 21 22 23 24 25 26 27 28 33 44 45 46 47 48 49 50 40 41 42 43 44 45 46 47 48 49 50 50 50 50 50 50 50 50 50 50 50 50 50	
25 26 27 28	
30 31 32 33 34	
55 66 77 88 99	
-0 -1 -2 -3 -4	
15 16 17 18 19	
50 51 52 53 54	
55 56 57 58	

Exhibit "A"

LEASED PREMISES

