

LEASE AGREEMENT

WHEREAS, Wildwood Recreational Village is a subdivision located in the County of Park, State of Colorado, hereinafter called "Subdivision," and

WHEREAS, Wildwood Recreational Village Owner's Association, hereinafter called "Owner's Association," is the duly constituted association provided for in the protective covenants governing said Subdivision, and is the lawful representative of the owners of real property in said Subdivision, and

WHEREAS, Hartsel Fire Protection District, hereinafter called "District," is a fire protection district as described in Section 32-1-1002, C.R.S., in which a portion of the Subdivision is located, and

WHEREAS, Section 32-1-1002, C.R.S., empowers District to acquire fire stations, including leases thereof, and

WHEREAS, Section 32-1-1001, C.R.S., empowers the District to enter into contracts and agreements affecting the affairs of the special District, and

WHEREAS, Owner's Association has constructed a building, hereinafter called "The Building," on the property described as Lot 216, Filing 1, Wildwood Recreational Village, Park County, Colorado, hereinafter called "The Property," which building has been substantially completed at the time of execution of this agreement, and which building has been built to be used as a fire station, and

WHEREAS, the parties wish to enter into an agreement whereby Owner's Association will build a building at its expense to house a fire engine to be provided by District for the protection of property in the District, as well as property outside of the District located within the Subdivision.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Owner's Association does hereby lease The Property to District for a period of five years for use, however, only as a fire station for District. This lease shall automatically be extended for successive periods of five years each, unless notice is given by one party to the other 30 days or more before the expiration of any such five-year term that this lease agreement shall be terminated at the end of the then current five-year period or that the party wishes to negotiate new terms prior to an extension of this lease agreement. In the event of any of the following events of default, this lease agreement may be terminated upon 30 days written notice by one party to the other. Events of default shall include:

- a) breach of any covenant contained in this agreement;
 - b) failure of District to respond to a an emergency situation within the Subdivision.
 - c) failure of District to provide and maintain a fire engine and equipment meeting minimum requirements for Class 9 protection in operating condition to be housed in The Building.
2. District will provide an operating fire engine and equipment necessary to meet minimum requirements for Class 9 protection, which fire engine and equipment will be housed in The Building during the term of this agreement.
3. District will obtain a Class 9 ISO fire insurance classification for The Building and surrounding Wildwood area subject to said classification from ISO Commercial Risk Services, Inc. by May 1, 1992.
4. District shall be given exclusive possession of The Building during the term of this agreement, subject to the reasonable right of inspection by Owner's Association, upon reasonable advance notice to District.
5. During the term of this agreement, District agrees to maintain The Building at the expense of District, including necessary upkeep and repairs of any damage to The Building which may occur during the time said building is in the possession of District.
6. District shall pay the cost of utilities supplied to The Property, including electricity, propane, propane tank rent, and, should it become available, telephone. The initial cost of running power lines to The Building shall be paid by Owner's Association.
7. In the event that District purchases a propane tank to service The Building, in the event of termination of this agreement, said tank shall remain the exclusive property of District.
8. During the term of this Agreement, District agrees to respond to fire alarms anywhere in the Wildwood Recreational Village Subdivision, whether or not said property is located in the Hartsel Fire Protection District.
9. In the event that an intergovernmental agreement shall be needed between District and any other District in which a portion of the Wildwood Recreational Village Subdivision is located, in order for District to be able to respond to fire alarms in the Subdivision outside the Hartsel Fire Protection

District boundaries, District agrees to negotiate to obtain such intergovernmental agreement.

10. District shall, during the term of this agreement, provide public liability insurance for The Property upon which The Building is located, as well as fire and extended coverage insurance for The Building located thereon, at the expense of District. A copy of the current insurance policy in force will be filed by the District with the Owner's Association secretary. The District may, at its option, elect to have the Owner's Association purchase the policy of insurance and reimburse the cost thereof to the Owner's Association.

11. District shall provide at its own expense a system for extracting water from the Wildwood Recreational Village pond, but water from said pond shall be made available to District without charge.

12. The Building will be completed, including installation of a propane heater, at the expense of Owner's Association.

13. The District and Owner's Association shall maintain cooperative communications regarding ongoing plans that pertain to fire protection equipment, plans and procedures in the Subdivision.

14. Working committees should be established from time to time by the District with the Jefferson-Como Fire Protection District (J-C FPD) for the purpose of enhancing fire protection coverage for that portion of the Subdivision lying within J-C FPD jurisdiction. This may include joint housing of fire protection equipment, in which case the District will work out mutual aid agreements with J-C FPD regarding The Building described in this lease agreement, and regarding cooperation in responding to emergencies within the Subdivision.

15. It is recognized by both Owner's Association and District that occasions may arise, generally of a multialarm fire, emergency, in vicinity of Wildwood, or mutual aid nature, which will require use of the Wildwood fire engine in areas outside the Wildwood Subdivision.

IN WITNESS WHEREOF, the parties hereunto cause their names to be subscribed this 16th day of NOVEMBER, 1991.

WILDWOOD RECREATIONAL VILLAGE OWNER'S ASSOCIATION

By Delbert R Bills
Delbert Bills, President

Witnessed by
Amie L. Simpson 11/16/91

HARTSEL FIRE PROTECTION DISTRICT

By Joe Lovich