PROPERTY MGMT. NO.:100259
PROJECT NO.: STR 0821-029, Unit 3
PROJ. CODE: 10211(original) 12269 (current)
PARCEL NO.:302-L
LOCATION: SH82, & Brush Creek Road (Brush Creek Park N Ride Lot)

LEASE AGREEMENT
(Vacant Land)

THIS LEASE AGREEMENT made and entered into this _____ day of _____, by and between the State of Colorado acting by and through the Colorado Department of Transportation, CDOT, hereinafter referred to as "Lessor", and the **City of Aspen and the Roaring Fork Transportation Authority**, hereinafter referred to as "Lessee".

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. PREMISES, Lessor hereby leases and demises unto Lessee the Premises, hereinafter referred to as "Premises" located in **Lots 9 & 10 Section 21, Township 9 South, Range 85 West of the 6th Principle Meridian in Pitkin County**. The Premises, known and described as **Parcel 302-L**, of **Project STR 0821-029, Unit 3**, includes approximately **21.440 acres** of land area. The leased Premises being as shown on the plat attached hereto, made a part hereof and marked "Exhibit A," and as shown on the plat attached hereto, made part hereof and marked “Exhibit B.”

2. TERM The term of this Lease shall begin on **May 15, 2015** and end on **May 14, 2020**, subject to the cancellation and termination provisions herein.

3. RENT. Lessee shall pay $**250.00** for the term hereof. Payments shall be made payable to the Colorado Department of Transportation at:

Colo. Dept. of Transportation
C/o Accounting Receipts & Deposits
4201 East Arkansas Ave., Rm. 212
Denver, CO 80222

or at such place as Lessor from time to time designates by notice as provided herein.

4. USE. It is understood and agreed that the Lessee intends to use the Premises only for a **Park and Ride Facility and associated landscaping** in accordance with that Intergovernmental Agreement Brush Creek Park-N-Ride Management, Maintenance and Use Plan dated May 23, 2005, by and among the City of Aspen, the Town of Snowmass Village, the Board of County Commissioners of the County of Pitkin and the Roaring Fork Transportation Authority, the provisions of which Intergovernmental Agreement are incorporated herein by this reference with regard to the duties and obligations of the City of Aspen and the Roaring Fork Transportation Authority. The Premises may not be used for any other purpose without the specific written prior permission of the Lessor. Any other use of the Premises shall constitute material breach of this Lease and may cause this Lease to terminate immediately at the Lessor’s option.

5. TAXES, UTILITIES, MAINTENANCE AND OTHER EXPENSES. It is understood and agreed that this Lease shall be an absolute Net Lease with respect to Lessor, and that all taxes, assessments, insurance, utilities and other operating costs and the cost of all maintenance, repairs, and improvements, and all other direct costs, charges and expenses of any kind whatsoever respecting the Premises shall be borne by Lessee and not by the Lessor so that the rental return to Lessor shall not be reduced, offset or diminished directly or indirectly by any cost or charge. Lessee shall maintain the Premises in good repair and in tenable condition free of trash and debris during the term of this Lease. Lessor shall have the right to enter the Premises at any time for the purpose of making necessary inspections.

6. HOLD HARMLESS. To the extent permitted by law the Lessee shall save, indemnify and hold harmless the Lessor and FHWA for any liability for damage or loss to persons or property resulting from Lessee's occupancy or use of the
Premises.

7. OWNERSHIP. The State of Colorado is the owner or the Premises. Lessor warrants and represents himself to be the authorized agent of the State of Colorado for the purposes of granting this Lease.

8. LEASE ASSIGNMENT. Lessee shall not assign this Lease and shall not sublet the demised Premises without specific written permission of the Lessor and will not permit the use of said Premises to anyone, other than Lessee, its agents or employees, without the prior written consent of Lessor.

9. APPLICABLE LAW. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Lease. Any provision of this Lease, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of compliant, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Lease to the extent that this Agreement is capable of execution.

10. CANCELLATION. Both parties understand that at any time before the scheduled expiration of the term of this Lease, Lessor has the right to cancel the Lease without liability by giving the Lessee **90-day** written notice of its intention to cancel the Lease. The notice shall be hand delivered, posted on the Premises, or sent to the Lessee, at the address of the Lessee contained herein by Certified Mail, return receipt requested. This Lease may also be canceled by the Lessee by giving the Lessor **90-day** written notice of their intent to do so.

11. COMPLETE AGREEMENT. This Lease, including all exhibits, supersedes any and all prior written or oral agreements and there are no covenants, conditions or agreements between the parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.

12. CAPTIONS, CONSTRUCTION, AND LEASE EFFECT. The captions and headings used in this Lease are for identification only, and shall be disregarded in any construction of the Lease provisions. All of the terms of this Lease shall inure to the benefit of and be binding upon the respective heirs, successors, and assigns of both the Lessor and the Lessee. If any provision of this Lease shall be determined to be invalid, illegal, or without force by a court of law or rendered so by legislative act then the remaining provisions of this Lease shall remain in full force and effect.

13. NO BENEFICIAL INTEREST. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

14. NO VIOLATION OF LAW. The Lessee shall not commit, nor permit the commission of, any act or thing, which shall be a violation of any ordinance of the municipality, City, County, or of any law of the State of Colorado or the United States. The Lessee shall not use the Premises for any manner, which shall constitute a nuisance or public annoyance. The signatories hereto aver that they are familiar with 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et seq., (Abuse of Public Office), C.R.S., as amended, and that no violation of such provisions is present. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

15. NOTICE. Any notice required or permitted by this Lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

LESSOR:	**LESSEE:**	**LESSEE:**
Colo. Dept. of Transportation Property Management Manager 15285 S. Golden Rd., Bldg. 47 Golden, Colorado 80401	John D. Krueger Director of Transportation City of Aspen 130 S. Galena St. Aspen, CO 81611	Dan Blankenship CEO - RFTA Roaring Fork Transportation Authority 2307 Wulfsohn Road, Glenwood Springs, CO 81601
Tel: (303) 512-5505	(970) 920-5042	(970) 384-4981

Notice of change of address shall be treated as any other notice. The Lessee warrants that the address listed above is the Lessee's current mailing address and that the Lessee will notify the Lessor in writing of any changes in that address within ten (10) days of such change.

16. HOLDING OVER. If the Lessor allows the Lessee to occupy or use the Premises after the expiration or sooner termination of this Lease, the Lessee becomes a Holdover Tenant and shall be a month-to-month Lessee subject to all the laws of the State of Colorado applicable to such tenancy. The rent to be paid by Lessee during such continued occupancy shall be the same being paid by Lessee as of the date of expiration or sooner termination. Lessor and Lessee each hereby agree to give the other party at least thirty (30) days written notice prior to termination of this holdover tenancy.

17. CHIEF ENGINEER'S APPROVAL. This Lease shall not be deemed valid until it has been approved by the Chief Engineer of the Colorado Department of Transportation and by the Lessee.

18. HAZARDOUS MATERIALS. The Lessee agrees to defend, indemnify and hold harmless the Lessor and any employees, agents, contractors, and officials of the Lessor against any and all damages, claims, liability, loss, fines or expenses, including attorney's fees and litigation costs, related to the presence, disposal, release or clean-up of any contaminants, hazardous materials or pollutants on, over, under, from or affecting the property subject to this Lease, which contaminants or hazardous materials the Lessee or its employees, agents, contractors or officials has caused to be located, disposed, or released on the property. The Lessee shall also be responsible for all damages, claims and liability to the soil, water, vegetation, buildings or personal property located thereon as well as any personal injury or property damage related to such contaminants or hazardous materials.

19. NO NEW PERMANENT STRUCTURES OR IMPROVEMENTS. No new permanent structures or improvements of any kind shall be erected or moved upon the Premises by the Lessee without the express written prior permission of the Lessor. Any such structure or improvement erected or moved upon the Premises without the express written consent of the Lessor may be immediately removed by the Lessor at the expense of the Lessee. Further, any structures, improvements or items of any kind remaining on the Premises at the termination of the Lease will be considered abandoned by the Lessee and may be immediately removed by Lessor at the Lessee's expense.

20. BINDING AGREEMENT. This Lease shall be binding upon and inure to the benefit of the partners, heirs, executors, administrators, and successors of the respective parties hereto.

21. DEFAULT. If: (1) Lessee shall fail to pay any rent or other sum payable hereunder for a period of 10 days after the same is due; (2) Lessee shall fail to observe, keep or perform any of the other terms, agreements or conditions contained herein or in regulations to be observed or performed by Lessee and such default continues for a period of 30 days after notice by Lessor; (3) This Lease or any interest of Lessee hereunder shall be levied upon by any attachment or execution, then any such event shall constitute an event of default by Lessee. Upon the occurrence of any event of default by Lessee hereunder, Lessor may, at its option and without any further notice or demand, in addition to any other rights and remedies given hereunder or by law, do any of the following:

(a) Lessor shall have the right, so long as such default continues, to give notice of termination to Lessee. On the date specified in such notice (which shall not be less than 3 days after the giving of such notice) this Lease shall terminate.

(b) In the event of any such termination of this Lease, Lessor may then or at any time thereafter, re-enter the Premises and remove there from all persons and property and again repossess and enjoy the Premises, without prejudice to any other remedies that Lessor may have by reason of Lessee's default or of such termination.

(c) The amount of damages which Lessor may recover in event of such termination shall include, without limitation, (1) the amount at the time of award of unpaid rental earned and other sums owed by Lessee to Lessor hereunder, as of the time of termination, together with interest thereon as provided in this Lease, (2) all legal expenses and other related costs incurred by Lessor following Lessee's default including reasonable attorneys' fees incurred in collecting any amount owed hereunder (3) any damages to the property beyond its present condition.

(d) Upon the Lessee's failure to remove its personal property from the Premises after the expiration of the term of this Lease, Lessor may in its sole discretion, without notice to or demand upon Lessee, remove, sell or dispose of any and all personal property located on the Premises. Lessee waives all claims for damages that may be caused by Lessor's removal of property as herein provided.

22. INSURANCE. (Revised 2006 per State Controller Requirements)

(a) The Lessee shall obtain and maintain, at all times during the duration of this Lease, insurance in the kinds and amounts detailed below. The Lessee shall require any Contractor working for Lessee on the Premises to obtain like coverage. The following insurance requirements must be in effect during the entire term of the Lease. Lessee shall, at its sole cost and expense, obtain insurance on its inventory, equipment and all other personal property located on the Premises against loss resulting from fire, theft or other casualty.

(b) Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all employees acting within the course and scope of their employment and work on the activities authorized by this Lease in Paragraph 4.

(c) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering Premises operations, fire damage, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

1. $1,000,000 each occurrence;
2. $2,000,000 general aggregate;
3. $50,000 any one fire.

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, the Lessee, or as applicable, its Contractor, shall immediately obtain additional insurance to restore the full aggregate limit and furnish to CDOT a certificate or other document satisfactory to CDOT showing compliance with this provision.

(d) If any operations are anticipated that might in any way result in the creation of a pollution exposure, Lessee shall also provide Pollution Legal Liability Insurance with minimum limits of liability of $1,000,000 Each Claim and $1,000,000 Aggregate. CDOT shall be named as an Additional Insured to the Pollution Legal Liability Policy. The Policy shall be written on a Claims Made form with an extended reporting period of at least two years following the expiration date of the Lease or with the continuation of policy coverage for at least two years following the expiration date of the Lease.

(e) Umbrella or Excess Liability Insurance with minimum limits of $1,000,000. This policy shall become primary (drop down) in the event the primary Liability Policy limits are impaired or exhausted. The Policy shall be written on an Occurrence form and shall be following form of the primary. The following form Excess Liability shall include CDOT as an Additional Insured.

(f) CDOT shall be named as Additional Insured on the Commercial General Liability Insurance policy. Coverage required by the Lease will be primary over any insurance or self-insurance program carried by the State of Colorado.

(g) The Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to CDOT by certified mail to the address contained in this document.

(h) The insurance policies related to the Lease shall include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against CDOT, its agencies, institutions, organizations, officers, agents, employees and volunteers.

(i) All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to CDOT.

(j) In order for this Lease to be executed, the Lessee, or as applicable, the Lessee's Contractor, shall provide certificates showing insurance coverage required by this Lease to CDOT prior to the execution of this Lease. No later than 30 days prior to the expiration date of any such coverage, the Lessee or Contractor shall deliver to the Notice Address of CDOT certificates of insurance evidencing renewals thereof. At any time during the term of this Lease CDOT may request in writing, and the Lessee or Contractor shall thereupon within 10 days supply to CDOT, evidence satisfactory to CDOT of compliance with the provisions of this section. Insurance coverage must be in effect or this Lease is in default.

(k) Notwithstanding subsection (a.) of this section, if the Lessee is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act'), the Lessee shall at all times during the term of this Lease maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by CDOT, the Lessee shall show proof of such insurance satisfactory to CDOT. Public entity Lessees are not required to name CDOT as an Additional Insured.

(l) If the Lessee engages a Contractor to act independently from the Lessee on the Premises, that Contractor shall be required to provide an endorsement naming CDOT as an Additional Insured on Contractor's Commercial General Liability and Umbrella or Excess Liability policies.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the day and year first above written.

LESSEE:
Roaring Fork Transportation Authority

(If Corporation)
Attest (Seal)

By:_____
Dan Blankenship,
Chief Executive Officer

By _____
Secretary

_____
Federal Tax Identification Number

STATE OF COLORADO)
) ss
COUNTY OF)

The foregoing instrument was subscribed and sworn to before me this ___ day of _____, _____, by _____.

Witness my hand and official seal.
My commission expires _____.

_____
Notary Public

Address: _____
_____

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LESSEE:
City of Aspen

(If Corporation)
Attest (Seal)

By:_____
(Name)
City Manager

By _____
Secretary

_____
Federal Tax Identification Number

STATE OF COLORADO)
) ss
COUNTY OF)

The foregoing instrument was subscribed and sworn to before me this ___ day of _____, _____, by _____.

Witness my hand and official seal.
My commission expires _____.

_____
Notary Public

Address: _____
_____

ATTEST:

LESSOR:
COLORADO DEPARTMENT OF TRANSPORTATION

_____
David Fox
Chief Clerk – Property Management

_____
Joshua Laipply, P.E.
Chief Engineer

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