

**FIRST AMENDMENT TO AMENDED AND RESTATED
LEASE AGREEMENT BETWEEN THE COUNTY OF EAGLE, STATE OF
COLORADO AND
CROWN MOUNTAIN PARK AND RECREATION DISTRICT**

This First Amendment to Amended and Restated Lease Agreement (hereinafter referred to as the “Lease” or the “Agreement”) is made and entered into this _____, between Eagle County, by and through its Board of County Commissioners (hereinafter referred to as the “County”), and the Crown Mountain Park and Recreation District, a quasi-municipal corporation and a political subdivision of the State of Colorado acting by and through its Board of Directors (hereinafter referred to as the “District”).

RECITALS:

WHEREAS, the County owns the property previously and commonly known as the Mt. Sopris Tree Farm in unincorporated Eagle County, Colorado consisting of approximately 132 acres at the intersection of El Jebel Road, Valley Road and Sopris Village Drive in the unincorporated El Jebel neighborhood (hereinafter referred to as the “Mt. Sopris Tree Farm Property”); and

WHEREAS, pursuant to that Amended and Restated Lease Agreement between the County and the District dated November 18, 2014, the District leases approximately 81.2931 acres of the Mt. Sopris Tree Farm Property, which includes a shed together with approximately twenty (20) feet on each of the three sides of the shed, and approximately 2 acres in the location of the future ice rink approved as part of the PUD Second Amendment, which property is legally described on Exhibit A to the Lease and depicted on the site plan attached as Exhibit B to the Lease; and

WHEREAS, the District and the County desire to amend the Lease to include the storage facility legally described on Exhibit C and depicted on Exhibit D attached hereto and incorporated herein by reference, together with approximately forty (40) feet on each of the four sides of the storage facility (to the extent permitted by the PUD boundary) for the storage of park maintenance equipment and to serve as a workshop for District staff.

NOW, THEREFORE, in recognition of the foregoing recitals, together with the rental to be paid under the Lease, which the parties acknowledge and agree constitute full and fair consideration, the sufficiency of which is hereby acknowledged, the County and the District agree as follows:

1. SECTION ONE of the Lease is hereby amended to read as follows:

1.1 The County hereby leases to the District, and the District hereby leases from County, the Leased Premises described on Exhibit A and the storage facility, together with approximately forty (40) feet on each of the four sides of the storage facility (hereinafter the “storage facility”) described on Exhibit C (collectively hereinafter referred to as the “Leased Premises”). The USFS Parcel and the building known as the “pump house,” which are depicted on Exhibit B, are expressly excluded from this Agreement and are not leased to the District.

1.2 The use of the Leased Premises shall be consistent with the District's representations and plans contained in the PUD Second Amendment, including those uses approved by the 2001 PUD. The storage facility is to be used for the storage of park maintenance equipment and to serve as a workshop for District staff.

2. SECTION FOUR, subsection 4.2 of the Lease is hereby amended to read as follows:

4.2 All work performed on the Leased Premises shall conform to all applicable statutes, ordinances, building codes and applicable regulations and shall meet or exceed Eagle County design standards. The District shall not alter, remove or demolish any improvement on the Leased Premises without the prior written consent of the County, which consent shall not be unreasonably withheld. The County hereby consents to the District making the following improvements to the storage facility: new metal roof, asbestos removal, garage door replacement, drywall repair, shelving, painting exterior block, electrical box upgrade and LED lighting, bathroom remodel (water and sewer running), and repair of heaters. Notwithstanding the foregoing, the District is not required to obtain the prior consent of the County for the maintenance and repair of improvements on the Leased Premises.

3. SECTION TEN of the Lease is hereby amended to include subsection 10.3 as follows:

10.3 The District shall have the non-exclusive use of the twenty (20) foot wide access drive described on Exhibit C-1 and depicted on Exhibit D-1 to access to the storage facility.

4. The Lease is hereby amended to add the following section:

SECTION SIXTEEN
Environmental Requirements

16.1 District, in conducting any activity on the Leased Premises, shall comply with all applicable County, local, state and federal rules, regulations, statutes, laws or orders including, but not limited to, requirements regarding the storage, use and disposal of hazardous materials, petroleum products, or any other substance. District shall acquire all necessary federal, state, local permits and comply with all permit requirements. Any hazardous materials not normally used in District's operations hereunder are barred from the Leased Premises. District shall identify all hazardous materials to be used at the Leased Premises. For purposes of this Agreement, hazardous materials shall mean any flammable, explosive or radioactive material, petroleum products, or any substance defined as or included within the definition of "hazardous substance," "hazardous waste," "hazardous materials" or "toxic substances" under any applicable federal, state or local law or regulation.

16.2 To the extent permitted by law, District hereby specifically agrees to indemnify and hold County harmless from and against any and all claims, losses, liability, remedial action requirements, enforcement actions of any kind, or costs and expenses, including attorney fees, incurred in connection with or arising from the presence of any hazardous materials or release of any hazardous materials on, under or emanating from the Leased Premises relating to use or occupation of the Leased Premises, or any activity undertaken on or off the Leased Premises in connection with cleanup, handling, treatment, transport or disposal of any hazardous materials on or emanating from the Leased Premises relating to District's use or occupation of the Leased Premises. In the event of a release or threatened release of substance relating to or arising out of District's use or occupancy of the Leased Premises, or in the event any claim, demand, action or notice is made against District with regard to District's failure or alleged failure to comply with any requirement hereunder, District immediately shall notify the County in writing and shall provide the County with copies of any written claims, demands, notices or actions so made. District shall also undertake all actions necessary to remedy or remove any hazardous materials and any other contamination discovered on or under the Leased Premises introduced by or affected by District as is necessary to restore the Leased Premises to either its condition immediately prior to the initiation of this Agreement or to a condition in compliance with all applicable local, state, federal or Airport laws, rules, regulations or orders, at the County's sole discretion. This work shall be performed at District's sole expense and the County shall have the right to review and inspect all such work at any time using consultants and representatives of County's choice. District shall further conduct surface and subsurface monitoring pertaining to District's activities hereunder to ensure compliance with applicable laws, rules, regulations and permits. District, at the request of County, shall make available for inspection and copying, upon reasonable notice and at reasonable times, any or all of the documents and materials that District has prepared pursuant to any requirement hereunder or submitted to any governmental or regulatory agency. If there is a requirement to file any notice or report of a release or threatened release of a substance on, under or about the Leased Premises, District shall provide a copy of such report or notice to the County. At County's request, District shall conduct any further testing and analysis as is necessary to ascertain whether District is in compliance with this Agreement.

5. Capitalized terms in this First Amendment will have the same meaning as in the Agreement. To the extent that the terms and provisions of this First Amendment conflict with, modify or supplement portions of the Agreement, the terms and provisions contained in this First Amendment shall govern and control the rights and obligations of the parties.

6. Except as expressly altered, modified and changed in this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect, and are hereby ratified and confirmed in all respects as of the date hereof.

7. This First Amendment shall be binding on the parties hereto, their heirs, executors, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Amended and Restated Lease Agreement on the day and year first above written.

COUNTY OF EAGLE, STATE OF COLORADO
By and Through its Board of County Commissioners

By: _____
Kathy Chandler-Henry

ATTEST:

Clerk to the Board of County Commissioners

**CROWN MOUNTAIN PARK AND RECREATION
DISTRICT**

By: _____
William F. Reynolds, President

ATTEST:

Secretary

EXHIBIT C

LEGAL DESCRIPTION OF LEASED PREMISES

EXHIBIT D

SITE PLAN IDENTIFYING STORAGE FACILITY AND NON-EXCLUSIVE ACCESS