

LEASE AGREEMENT

This location agreement ("Agreement") is made and entered into this 1st day of January, 2023 by and between Huerfano County, a political subdivision of the State of Colorado ("Lessor") and SECOM ("Lessee"). whose address is 27850 Harris Rd, PO Box 357, La Junta, Colorado, 81050 .

WITNESSETH:

WHEREAS the Lessor contracts the operations and maintenance, including the payment of certain utilities to the Panadero Ski Corporation, a Colorado Non-Profit Corporation, whose physical address is 1234 Panadero Ave, Cuchara, CO and mailing address is PO Box 983, La Veta, 81055; and

WHEREAS the Lessor does presently allow Lessee to have their wireless and network equipment to be present on the Operator Building atop Lift#4 located at 37.345398, -105.127068 by mutual agreement.

WHEREAS the Lessor desires to lease to Lessee a 120VAC output at Operator Building atop Lift#4 located at 37.345398, -105.127068 for the purpose of providing electrical power to the wireless and network equipment already installed to enable Lessee to provide wireless and fiber optic service to the surrounding area.

NOW THEREFORE, in consideration of the mutual and respective promises, agreements, and covenants set forth herein, Lessor and Lessee do hereby agree, and covenant as follows:

1. Parties. The parties agree that this Agreement shall inure to the benefit of any successor business entity of SECOM and may be assigned to them.
2. Lease.
 - a. Lessor hereby leases, lets, and demises to Lessee, property and improvements for telecommunications systems on the property owned by the Lessor and any of lessee's poles, cabling, wiring and electronic equipment already installed on the property as of January 1st 2023.
 - b. Lessee agrees to install said equipment in such a manner as to not adversely impact the property.
3. Use of Property.
 - a. The Lessor may continue to use and maintain the property and improvements for their intended purposes. Where such maintenance is required, Lessor shall notify Lessee as soon as practicable.
 - b. Lessor may also use the property for any other purpose where such use does not cause harm to or impede the successful operation and maintenance of Lessee's equipment

4. Term. The initial term of this Agreement shall be for one (1) year and will commence on January 1, 2023 until December 31, 2023, subject to all terms and conditions of this Agreement. Following expiration of any term, the term shall automatically renew for additional periods of two (2) years, unless either party notifies the other party, in writing, of its intent not to renew at least ninety (90) days prior to the end of initial Term or renewal Term, as the case may be.
5. Rent. Lessee agrees to deliver, and Lessor agrees to accept from Lessee, in full payment for the rental amount due Lessor for the use of the property and other rights granted herein, the following consideration:
 - a. One-time payment of \$2500 to the Panadero Ski Corporation
 - b. \$50 per month for electrical usage, paid to the Panadero Ski Corporation
 - i. Lessee agrees to cover any additional costs for Lessee's electrical usage that goes beyond \$50.
6. Access/Utilities.
 - a. Unrestricted ingress and egress shall be allowed to Lessee's tower/equipment location by Lessee's employees, agents, and contractors from the nearest public street to allow Lessee to exercise the rights herein granted. Lessor shall provide Lessee 120VAC electrical service. Any modifications to move such electrical service will be at the sole cost of the Lessee.
7. Use. Lessee shall not use the location for any other purpose than stated herein without the written consent of Lessor; such consent may not be unreasonably withheld.
8. Insurance.
 - a. At all times during the term of this Lease, Lessee shall maintain and shall require its contractors and subcontractors, which do any work in connection with this Lease to maintain insurance coverage as described herein and will produce proof of insurance on demand by Lessor.
 - b. Lessee agrees to execute and deliver to Lessor, prior to the execution of this Lease, certification that it has in force a commercial general liability insurance policy written on an occurrence basis with a combined single limit of not less than \$1,000,000 including public liability, contractual liability, premises liability and property damage, reasonably acceptable to and reasonably approved by Lessor, covering bodily injury and property damage, premises, and operations described hereunder and along with products therein. Such insurance policy shall provide that

Lessor shall receive not less than thirty (30) days written notice prior to the cancellation or reduction in coverage of such insurance.

- c. Lessee agrees to execute and deliver to Lessor, prior to the execution of this Lease, a comprehensive business automobile liability coverage covering all owned, hired and non-owned vehicles utilized by Lessee covering claims for bodily injury and property damage with a combined single limit of \$1,000,000 each occurrence.
 - d. Lessee shall at all times maintain statutory Workers' Compensation Insurance and Employer's Liability Insurance with a limit of not less than \$1,000,000, which includes voluntary compensation.
 - e. Lessor shall be listed as additional insured in any required liability insurance policy (except for workers' compensation). Such policies shall state that this coverage is to function as the "primary" insurance coverage for Lessee and non-contributing with any insurance maintained by the Lessor.
 - f. A valid certificate(s) of insurance on a standard ACORD form evidencing the existence thereof of the above policies shall be delivered to Lessor upon request by Lessor.
 - g. Annually, upon request by Lessor, Lessee shall provide to Lessor a renewal certificate evidencing that such insurance has been maintained and is in full force and effect during the Term of the Lease.
 - h. Failure to maintain or provide proof of insurance upon request, shall constitute an immediate breach of this Lease and shall not be construed as a waiver of Lessee's obligation to provide the required insurance coverage. All insurance policy deductibles, self-insured retentions and retrospective premiums will be the sole responsibility of Lessee.
9. Lessee Business Conduct. Lessee shall provide all services and meet all obligations in a timely and professional manner, follow all rules and regulations, ordinances, statutes, and law that govern Lessee's industry.
10. Repair, Maintenance, and Non-interference. Neither Lessor nor Lessee shall allow any use of the Leased Property that interferes with the operations of Lessee or causes interference with radio signal reception by radio transmission from Lessee's equipment. Neither Lessee nor Lessor shall allow any lien to exist with respect to any work done or materials supplied on the Property or Improvements and shall take such measures as necessary to promptly remove any such lien as may be filed under applicable law.

11. Covenant of Quiet Enjoyment. Lessee shall, at all times during the Term, peaceably and quietly have, hold, use, occupy, possess and enjoy all the rights and benefits granted by this Agreement, without suit, eviction or disturbance by Lessor, its heirs, successors, or assigns, or any other person(s) lawfully claiming through Lessor or asserting an interest superior to Lessor in the Property or Improvements.
12. Termination.
- a. This Agreement may be terminated by written notice of termination as follows:
- i. by either Lessor or Lessee, if the other fails to cure any breach of its covenants, agreements, representations or warranties under this Agreement within 30 days after written notice thereof from the party seeking termination;
1. by either party, if Lessee fails to obtain or retain all licenses, permits, zoning, variances, rulings, approvals, and other similar items from all federal, state, county, and local governments, and agencies thereof required for the conduct of the Lessee's business;
 2. by Lessee, if the equipment locations become unsuitable either technologically or economically for Lessee's use, or;
 3. by Lessee, if Lessee is prevented from conducting its business by injunction, regulatory order, revocations or non-renewal of any license, permit or franchise to operate Lessee's facilities, or otherwise, for reasons not arising out of the breach by Lessee of its obligations hereunder.
 4. Should the Agreement be terminated for any of the reasons stated above or any others, all Lessee Equipment is to be removed by the Lessee and Lessee's expense within 30 days of said Agreement Termination.
13. Notices. All notices required to be given hereunder shall be in writing and shall be deemed given when delivered in person or by confirmed delivery service, by confirmed telegram or by confirmed facsimile, or when mailed certified mail, postage prepaid, return receipt requested, to the addresses set forth above for each party or to such address or addresses designated by notice to the other party.
14. Entire Agreement and Modification. This Agreement contains the entire agreement between parties and shall not be modified in any manner except by an instrument executed by the parties.
15. Choice of Law and Venue. The parties agree that this Agreement will be governed by the law of the State of Colorado and that venue for any dispute shall lie exclusively in the state and federal courts in Colorado.

17. Severability. If any term, covenant or condition contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

19. Authority to Execute. By executing this Agreement each signatory affirms that the signatory has the authority to enter into this Agreement on behalf of their respective entities.

In Witness Whereof, the parties have hereunto set their hands and seals effective the day and year written above.

LESSOR: Huerfano County

Signature: _____ Date: _____

Printed Name: John Galusha

Title: Chairman, Huerfano County Board of County Commissioners

LESSEE: SECOM

Signature: _____ Date: _____

Printed Name: Elijah Quinn-Ridgwell

Title: Chief Network Officer

IN CONCURENCE: Panadero Ski Corporation

Signature: _____ Date: _____

Printed Name: _____

Title:

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LESSOR: Huerfano County

Signature: _____

Date: _____

Printed Name: John Galusha

Title: Chairman, Huerfano County Board of County Commissioners

LESSEE: SECOM

Signature:  _____

Date: 3/27/23

Printed Name: Elijah Quinn-Ridgwell

Title: Chief Network Officer

IN CONCURRENCE: Panadero Ski Corporation

Signature:  _____

Date: 3/28/23

Printed Name: CALE DANCHO

Title: PSC VICE CHAIR