



Lessee (name): <i>Bruce A Gross and Dovie M Gross</i>	Lessee's mailing address: <i>7711 Vista Circle Salida, CO 81201</i>
Lessee's email: <i>Bgross54@yahoo.com</i>	Lessee's phone: <i>719 239-0838</i>
Date of Agreement:	<i>Hangar: P2</i>

Note to Lessee: As this Agreement requires approval from both the City of Salida and Chaffee County, please note that any revisions or modifications to this Ground Lease by the Lessee may result in significant delays.

GROUND LEASE

This Ground Lease ("Lease") is entered into by and between the City of Salida, Colorado, a municipal corporation, and Chaffee County Colorado/the Board of Commissioners of Chaffee County (collectively "Lessors"), and Lessee (identified above), as of this 15 day of May, 2004.

RECITALS

- A. Lessors are the owners of land known as the Salida/Chaffee County Airport, also known as Harriet Alexander Field (hereinafter "Airport") located at 9255 County Road 140, Salida, Colorado, 81201;
- B. Lessee desires to lease from Lessors a portion of the Airport for the purpose of constructing and/or occupying an aircraft hangar as more particularly described below; and
- C. Lessors are willing to lease to Lessee the below described portion of Airport pursuant to the terms and conditions also set forth below.

AGREEMENT

In consideration of the terms, conditions and promises as set forth herein, the parties incorporate the above recitals by reference and agree as follows:

1. **Leased Premises.** Lessors hereby lease to Lessee that portion of the Airport property described on the attached Exhibit A (the "Leased Premises"). THE LEASED PREMISES CONSIST OF THE FOOTPRINT OF THE BUILDING ALREADY CONSTRUCTED OR TO BE CONSTRUCTED BY THE LESSEE PLUS A MAINTENANCE/ACCESS EASEMENT OF FIVE FEET AROUND SAID FOOTPRINT.
2. **Hangar and Improvements - requirements.** Structures on the Leased Premises must conform to all current and future FAA regulations and to the current commercial building, fire, mechanical, electrical,

plumbing and any other applicable codes and airport architectural standards. Improvements or modifications to the Leased Premises must also be in compliance with the same regulations. Any construction, improvements or modifications to the Leased Premises must be approved in writing in advance by the Lessors, acting through their designated agent, the Airport Manager.

3. Breach. If Lessee breaches any provision of this Lease, including without limitation failure to comply with all applicable laws, rules and regulations, Lessor shall provide a written notice of default to the Lessee with a 10 calendar day notice to cure unless the Lessor otherwise agrees in writing to extend the 10 day cure period. Lessee shall be solely responsible for remedying the breach to the reasonable satisfaction of the Airport and at Lessee's sole cost. A Lease may be terminated by the Lessor immediately and without notice in the event Lessee's use of the Leased Premises or conduct at the Airport constitutes an emergency or substantial threat to the safe and lawful operations of the Airport. Lessor will not be responsible for any costs, damages or penalties to the Lessee in the event a Lease is terminated.

4. No Improvements by Lessor. Lessors have no obligation to provide Lessee any improvements, services, fixtures or utilities to the Leased Premises, except as expressly provided in this Ground Lease or as subsequently needed in order for the Lessors to comply with existing laws or regulations.

5. Use of the Leased Premises.

(a) Lessee shall use the Leased Premises solely for the parking, storage and maintenance of Lessee's personal private aircraft as identified here: Commander 4656w. (VIN, make model etc.,). "Maintenance" shall not include welding, open flame operations, or the use of Class I or Class II liquids as defined in the most recent edition of the Chaffee County Uniform Building Code.

(b) Lessee shall not operate or allow commercial or business operations of any kind to be performed on the Leased Premises absent Lessors' express written consent and with such additional documentation as may be required by Lessor. By way of example only, commercial flying operations would require execution of a Commercial Operator's Agreement by the Lessee.

(c) Lessee shall install and properly maintain not less than one fire extinguisher and shall comply with all applicable fire code regulations.

(d) Lessee may not store any fuel, gasoline or other hazardous or dangerous substances on the Leased Premises with the following exceptions:

- i. Fuel present in the aircraft identified above
- ii. Lessee may store up to five gallons of aviation fuel or gasoline on the Leased Premises in an OSHA or UL approved container.

(e) Lessee may install antennae not exceeding six feet in height above the highest point on any hangar or structure constructed or placed on the premises by Lessee, with the prior written approval of the Airport Manager and so long as such antennae comply in all respects with Federal Aviation Administration ("FAA") regulations and applicable building and zoning codes and do not create an obstruction or threat to air navigation.

(f) The Leased Premises may not be used for short term rentals or any overnight use (other than as contemplated by an approved flight plan).

4. Maintenance of Leased Premises. Lessee shall at all times maintain the Leased Premises and all improvements to the Leased Premises in good condition and state of repair and shall not allow fire hazards, ice and snow, weeds, trash, debris or other unsightly objects to accumulate or be stored on or around the Leased Premises or otherwise interfere with the safe and lawful operation of the Airport. Vehicles and trailers may be stored outside the Lease Premises only upon payment of an applicable fee. No other outside storage is allowed, including equipment and vehicles.

5. **Signs.** Lessee shall not place any signs, logos or emblems on the Leased Premises or on any improvements to the Leased Premises, except for a sign not larger than four square feet in size that identifies Lessee as the occupant of the Leased Premises. All signs shall be installed in compliance with the building and/or sign regulations of Chaffee County and/or other governing jurisdiction.

6. Term and Option to Renew.

(a) Subject to earlier termination as provided for in this Lease, the initial term of this Lease shall begin on _____ and terminate on _____.

(b) Provided Lessee is not in violation or breach of any terms or conditions of this Lease and provided the Lease complies with the then current Airport master plan, Lessee may renew and extend this Lease for up to an additional twenty years (the "Option Term") upon written notice to Lessor submitted at least 120 calendar days prior to the expiration of the initial term. The Option Term shall be subject to the same terms and conditions as set forth in this Lease, except that the rent for the first year of the Option Term shall be adjusted to the prevailing rates, based upon the most recently executed ground lease, adjusted for the then current CPI-U (defined below). The rent for subsequent years of the Option Term shall be adjusted as provided below. In the event Lessee remains in possession of the Leased Premises for any period after the expiration of the 20-year initial lease term, without a written agreement between the parties for an Option Term, a new month-to-month tenancy shall be created subject to the same terms and conditions of this Lease at a monthly rental rate to be determined as provided below, unless otherwise agreed by the parties in writing. Such month-to-month tenancy shall be terminable on thirty (30) days' notice by either party or on longer notice if required by law.

7. **Reversion.** Should Lessee fail or refuse to exercise the option to extend the Lease, or if the Lease is terminated for any reason, then the title and ownership of the Leased Premises, including all improvements, fixtures and personal property thereon, shall revert back to the Lessors.

8. Rent.

(a) Lessee shall pay to Lessors total annual rent of \$1411.2 for a total of 4900 sq. ft. As of May 1, 2023, the lease rate was \$0.2888 per square foot, which is adjusted annually as of May 1. Beginning April 30th, and every year thereafter for the lease term, the rate adjusts in accordance with subparagraph (b), below. The CPI adjusted rate effective May 1 each year. Lessee shall pay the rent annually, in advance, without notice or demand, with the first payment due on the first day of the lease term, except that for the first year of this Ground Lease, rent shall be prorated, if necessary, from the beginning date of this Ground Lease through the following April 30, 2044. For subsequent years, rent shall be due on May 1.

(b) Rent shall be adjusted annually in accordance with any increase in the United States Bureau of Labor Statistics Consumer Price Index for all items and urban consumers (the CPI-U) for the Denver-Boulder area. The adjustment shall reflect any increase in the CPI-U for the annual period beginning from the time rent was last set or adjusted. Should the United States Bureau of Labor Statistics cease publication of the CPI-U for the Denver-Boulder area, then future rent adjustments shall be based upon and correspond to the rate of "local growth" for the annual period as defined in Article X, § 20(2)(g) of the Colorado Constitution and determined by the Chaffee County Assessor pursuant to C.R.S. § 39-5-121(2)(b). In no event shall the rental rate be reduced absent the prior written consent of Lessors, regardless as to any decrease in the CPI-U or local growth rate from the time rent was last set or adjusted. Lessors shall use their best efforts to advise Lessee of the adjusted rent amount at least one month prior to the rent payment due date, but failure of Lessors to notify Lessee shall not relieve Lessee of its obligation to pay the increased rent.

(c) Lessee shall make and/or direct all rent payments to the location and/or to the person or entity designated by the Airport Manager in writing. If no such designation is made, rent shall be paid to: Chaffee County Airport Fund, c/o Chaffee County, Attention Finance Department, P. O. Box 699, Salida Colorado 81201.

(d) Interest shall accrue on any past due rent payment at the rate of 1.5% per month or 18% per annum. Such interest shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessors from exercising any of the other rights and remedies under this Ground Lease.

9. Common Airport Facilities/ CLOSURES. Lessee is granted in common with other lessees, or persons similarly authorized, the non-exclusive use of all common Airport facilities including, but not limited to, the landing field, runways and taxiways (inclusive of any future enlargement or extensions thereof), roadways, aprons, fueling facilities, flood lights, landing lights, beacons, radio aids, and such other airport facilities as may exist and are available for use by the general aviation public. LESSEE ACKNOWLEDGES THAT REPAIRS OR IMPROVEMENTS TO RUNWAYS OR OTHER AIRPORT FACILITIES OR STATE OR FEDERAL MANDATES MAY REQUIRE THE CLOSURE OF THE AIRPORT OR THE TEMPORARY OR PERMANENT RESTRICTION OF ITS USE. SUCH ACTIVITIES SHALL NOT CAUSE ANY REDUCTION IN THE RENT DUE HEREUNDER. LESSEE FURTHER ACKNOWLEDGES THAT THIS LEASE IS SUBJECT TO THE LESSORS CONTINUING TO OPERATE THE AIRPORT FACILITIES IN THEIR CURRENT LOCATION AND LESSORS MAY TERMINATE THIS LEASE, WITHOUT RECOURSE TO LESSORS, IF LESSORS, FOR WHATEVER REASON NO LONGER OPERATE THE AIRPORT IN ITS CURRENT LOCATION.

10. Right of Ingress and Egress. Lessee shall at all times have a right of reasonable ingress to and egress from the Leased Premises, which right shall extend to Lessee's guests and other invitees. Such right shall also extend to persons or businesses supplying materials or services to Lessee, and shall include access and egress for vehicles, machinery and equipment reasonably required by Lessee and those persons or entities specified in this paragraph. Lessee shall provide license plate numbers for all vehicles to be used at the Leased Premises and notify the Airport Manager in writing in advance with this information for all guests/invitees. THE RIGHT OF INGRESS AND EGRESS SHALL NOT BE EXERCISED IN A WAY THAT INTERFERES WITH THE USE OF THE AIRPORT BY OTHERS OR THAT IS IN VIOLATION OF ANY FAA RULES/REGULATION, DULY ADOPTED AIRPORT RULES OR POLICIES. LESSEE ACKNOWLEDGES SUCH RIGHT MAY NOT INCLUDE VEHICLE ACCESS TO HANGARS, AS DETERMINED BY THE AIRPORT MANAGER.

11. Hangar Construction and Improvements.

(a) If there are no improvements on the Leased Premises, Lessee shall be required to install, improvements on the Leased Premises, such improvements to be limited to one aircraft storage hangar and any accessory hard surfaces (ramp/access taxiway), and/or such other structures as specifically authorized in writing in advance by the Airport Manager and approved by the Lessors. The design and materials to be used in the construction repair, other than routine maintenance, or restoration of any hangar, structure or hard surface shall be approved in advance in writing by Lessors. Within thirty days from the beginning of this Ground Lease, Lessee shall submit a detailed description, inclusive of engineered drawings/plans, to Lessors together with a cost estimate for all structures or other improvements Lessee desires to install, repair or rebuild on the Leased Premises. No installation or construction shall occur on the Leased Premises or upon common Airport property until the Airport Manager has specifically approved same in writing and all necessary third-party permits have been issued, including local building permits and such permits or approvals as may be necessary from the Federal Aviation Administration (e.g., FAA Form 7460, Notice of Proposed Construction). All improvements must be completed per building and zoning permitting timeframes. Airport Manager has the final authority to determine that as-built construction conforms to drawings and plans prepared by a professional engineer. Any variances or corrections needed shall be borne solely by the Lessee.

(b) The installation/construction of all structures and hard surfaces shall comply with the then-current Commercial Building Code, Airport Master Plan, the Minimum Standards for Hangar Construction and the Airport Storm Water Management Plan then in effect for the Airport. No structure shall be constructed within five feet of the perimeter boundary of the Leased Premises. Lessee shall maintain the Leased

Premises in a safe and orderly condition during any and all construction/installation activities, and shall not allow construction materials, activities or debris to invade or impinge upon common Airport facilities (e.g., ramps, taxiways or roadways) or other leased premises. The Airport Manager may, upon request by Lessee and/or in order to minimize the disruption of normal Airport operations, allow or direct the temporary use by Lessee of non-leased Airport property for construction staging and/or material storage during any period of construction/installation. Lessee's installation or extension of any utility lines or services (i.e., water, sewer, electricity or gas) as part of any construction or improvement must be approved in advance and in writing by Lessors.

(c) Lessee shall affirmatively notify all persons or entities undertaking any work on the Leased Premises, including persons engaged in planning, design, construction or repair, and/or persons supplying any labor, materials or equipment pursuant to such work, that as publicly-owned property, the Leased Premises are not subject to lien for a failure to pay for such work, labor or materials, and Lessee shall, in accordance with C.R.S. § 38-22-105(2), post and keep posted a written notice to the same effect in some conspicuous place upon the Leased Premises during any and all such work.

(d) Except as otherwise provided for in this Ground Lease, all hangars, buildings, fixtures, structures or other improvements bought, installed, erected, constructed or placed on the Leased Premises by Lessee shall be deemed to be personal property for purposes of this lease and shall remain the property of Lessee; and Lessee shall, unless otherwise authorized in writing in advance by Lessors, remove such property upon the expiration or termination of the lease, subject to Lessee's obligation to repair all damage, if any, resulting to the Leased Premises or Lessors' property by such removal. Lessee shall be allowed up to sixty days after the expiration or termination of the lease to remove any and all such property, during which time Lessee shall be obliged to continue to pay rent on a prorated basis until such removal is completed. In the discretion of the Lessors, any and all property, inclusive of hangars, buildings and fixtures, not removed by Lessee within the time allotted for same may become part of the Leased Premises and title to such property shall automatically vest in Lessors, individually or jointly, to the extent that Lessors individually or jointly own the land underlying such property. If Lessee abandons any improvement or property on the Leased Premises or fails to remove such improvement or property as required, above, Lessors may, in its sole discretion, take title to or remove the same, at any time Lessors may determine, at Lessee's cost.

(e) Any aircraft hangar constructed by Lessee may be used for the temporary storage of motor vehicles while Lessee's aircraft is in use. Lessee may also allow other aircraft owners to temporarily occupy Lessee's hangar while performing maintenance or repairs on their personal aircraft. Collection of rental or sublease fees shall constitute a commercial operation and require a commercial operators agreement.

12. Utilities. Lessee shall timely and fully pay for all utility services installed and used on the Leased Premises. In no event shall a septic system be installed or used on the Leased Premises absent Lessors' written consent and the issuance of all necessary permits. Lessors may require Lessee, at Lessee's cost, to connect any water-using facility on the Leased Premises to a sanitary sewer system if a sanitary sewer main line becomes available within 400 feet of the Leased Premises and to remove any leach fields

13. Taxes and Assessments. Lessee shall timely pay all real and personal property taxes and assessments, including without limitation possessory interest assessments, levied or imposed against the Leased Premises as the result of Lessee's occupancy and/or use of same, and upon any improvements installed and owned by Lessee thereon.

14. No Assignment Subletting, Sale or Conveyance. Lessee may not assign, sublet, sell or otherwise convey any area, space, structure or interest on the Leased Premises to any third party, including an entity controlled in whole or part by Lessee, without the prior written consent of Lessors, which consent may be granted or withheld solely within the reasonable discretion of Lessors. If Lessors grants an assignment, sublet, conveyance or sale of the Leased Premises to a third-party will require the third-party to execute a separate Ground Lease. Any assignment, subletting or conveyance in violation of this section shall be null and void and constitute grounds for termination of this Lease.

15. Compliance with Laws and Regulations.

(a) Lessee shall faithfully and timely comply with all laws and governmental orders, rules and regulations, including future amendments thereto, that control or in any manner affect the use, operations or maintenance of the Airport or the Leased Premises. This includes, without limitation FAA orders and regulations, local ordinances, the Airport Manual or its Rules and Regulations and instructions or requests issued by the Airport Manager for the safe and lawful operation of the Airport.

(c) Lessee does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises and/or improvements to the Leased Premises, (2) that in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the Leased Premises and improvements on the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

(d) Lessee shall not discriminate against any persons or businesses on the grounds of race, color, national origin (including limited English Proficiency), creed, sex (including sexual orientation and gender identity), age, or disability regarding any activity arising from or related to this Ground Lease or Lessee's use of the Leased Premises.

16. Insurance.

(a) Lessee shall at its sole cost and expense procure and maintain in force insurance policies insuring the Leased Premises against loss or injury to any person or property arising from Lessee's use and/or occupancy of the Leased Premises and any improvements thereon. Such insurance policy shall be issued by a company authorized to do business in Colorado. Required insurance:

- i. Premises Liability insurance of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- ii. Automobile CSL insurance of \$1,000,000 per occurrence and \$2,000,000 aggregate

The City of Salida and Chaffee County, at Lessee's sole expense, shall be named co-insureds or additional insureds on all insurance policies required under this lease, and such insurance shall act as primary insurance with respect to all claims, injuries or casualties occurring on or to, or arising from, the Lessee's occupancy and/or use of the Leased Premises. Insurance requirements may increase from time to time at the discretion of the Lessor but no more than bi-annually unless otherwise required by law. Lessors' failure to inform Lessee of any increased coverage requirements shall not affect Lessee's obligation.

(b) Lessee shall annually furnish the Airport Manager with certificates of insurance evidencing required coverage, from companies authorized to do business in Colorado. Such certificates shall contain a provision requiring notification to the Lessors in writing 30 calendar days in advance of any amendment or cancellation of such policy or policies.

17. Release and Indemnification. Lessee forever releases, waives and discharges Lessors and all persons acting on Lessors' behalf from all claims, suits and causes of action relating to any injury or loss Lessee or its invitees may sustain in any way connected with the Leased Premises, including personal injuries, death or property damage, or injury or loss in connection with Lessee's presence on the Leased Premises, common Airport facilities or other Airport facilities or property. Lessee shall indemnify and hold harmless Lessors and all persons acting on Lessors' behalf against all claims and losses (including interest and attorneys' fees and expenses) resulting from Lessee's use or occupancy of the Airport facilities or property or the Leased Premises; Lessee agrees that if the Lessors, without any fault on their part, shall be

made a party to any litigation commenced by or against the Lessee arising from Lessee's use or occupancy of the Airport facilities or property or the Leased Premises, then Lessee shall pay and/or advance all costs in connection with such litigation, including reasonable attorney fees and litigation costs paid by either Lessor.

18. Damage to Leased Premises. If the Leased Premises or any improvements thereon are damaged or destroyed, in whole or in part, Lessee shall, within sixty days of the damage or destruction, perform one of the following:

- repair, restore or rebuild same to their condition and operational status as existed prior to such damage or destruction; OR
- furnish a performance and payment bond, in an amount at least equal to the cost of removing all damaged or destroyed improvements and any other debris and restoring the Leased Premises to the conditions existing at the time Lessee first entered onto the Leased Premises, as security for the faithful performance and payment of Lessee's obligations under this Ground Lease.

Rent shall not be reduced or abated during any period in which the Leased Premises or any improvements, or parts of same, are not available for use by Lessee.

19. Right to Mortgage. Lessee may mortgage or otherwise encumber all or any portion of its owned improvements and its leasehold interests under this Ground Lease. Lessors, upon request, may subordinate their interests herein to any lending or financing agency for the term of the lease, provided such subordination cannot and shall not have the effect of permitting a mortgagee or trustee to own or claim an ownership interest in the Leased Premises, and that such mortgagee or trustee is approved in writing in advance by Lessors, which approval shall not be unreasonably withheld. IF, DUE TO FORECLOSURE OR OTHER DEFAULT UNDER THE TERMS OF SUCH MORTGAGE, ANY MORTGAGEE BECOMES THE OWNER OF THE IMPROVEMENTS CONSTRUCTED HEREUNDER, SUCH MORTGAGEE SHALL BE SUBJECT TO THE TERMS AND OBLIGATIONS OF THE LESSEE HEREUNDER.

20. Lessors' Reserved Rights. Lessors, on behalf of themselves and the Federal Aviation Administration, reserve the right and privilege during the term of this agreement to place on the Airport, inclusive of the Leased Premises, whatever instruments and/or equipment they or the FAA may determine are necessary or convenient to the safe and efficient operation of the Airport, so long as said instruments or equipment do not substantially interfere with Lessee's use of the Leased Premises or reduce the structural integrity of Lessee's hangar or such other building as Lessee may have constructed on the Leased Premises. Lessors additionally reserve the right to further develop and otherwise change or improve the Airport, inclusive of all landing areas, taxiways, or access ways, as it deems necessary, and to take such other actions with respect to the Airport as Lessors see fit without hindrance or interference from Lessee, provided all of such developments or improvements are required by law, federal regulation, and/or are approved by the FAA. Lessors further reserve the right to from time to time temporarily or permanently close the Airport, or parts thereof, for any reason, including without limitation maintenance, construction or public safety purposes, immediately prior to which Lessors will make reasonable efforts to notify Lessee in advance thereof.

21. Subordination. This Ground Lease shall be subordinate to the provisions of any existing or future agreement between Lessors and the United States and/or the State of Colorado for the funding, operation or maintenance of the Airport.

22. Inspection. Lessors or their duly authorized representative shall have the right to inspect the Leased Premises and any improvements at all reasonable times upon reasonable prior notification to Lessee. Lessors shall also be entitled to enter the Leased Premises and any improvements, without prior notice, to make emergency repairs or to take emergency action necessary to protect or preserve human life or the property of the Airport.

23. Notices. In every case where notice is required or permitted in this lease, notice shall be deemed sufficient if (1) personally delivered or (2) mailed by certified mail, postage prepaid, properly addressed to the address contained herein, or such other address as shall be given in writing by one party to the other according to the provisions hereof.

If to Lessors: Chaffee County Commissioners
P.O. Box 699
Salida, CO 81201

With copy to:

Chaffee County Attorney
P.O. Box 699
Salida, CO 81201

If to Lessee, to the person and address listed at the beginning of this Lease.

Notices shall be deemed to be given on the date of receipt, except that if delivery is refused, such notice shall be deemed given on the fifth day after it is sent.

24. Liens. Lessee shall not allow liens of any kind or duration to be asserted or maintained on the Leased Premises. The existence of any lien on the Leased Premises shall constitute grounds for termination of this Lease for breach under Section 3, above..

25. Attorney Fees. If either party brings an action to enforce the terms of this Lease or declare rights under this Lease, the prevailing party in such action shall be entitled to its reasonable attorney fees and costs against the non-prevailing party.

26. Binding Effect. This Lease shall bind and benefit the parties hereto and their representatives, successors, and permitted assigns.

27. Venue and Severability. This Lease shall be construed under the laws of the State of Colorado. Venue for any legal action between the parties brought to interpret or enforce the provisions of this agreement shall be the Colorado District Court in and for Chaffee County. Any covenant, condition, or provision herein which is held to be invalid by any court of competent jurisdiction shall be considered deleted from the lease, but such deletion shall in no way affect any other covenant, condition, or provision herein so long as such deletion does not materially prejudice Lessors or Lessee in their respective rights and obligations contained in the valid covenants, conditions, or provisions of the lease,

28. Waivers. One or more waivers by Lessors of any term or condition of this agreement, or of Lessee's breach or violation thereof, shall not be construed or have the effect as a forgiveness or waiver of any other term or condition, or of any future or different breach or violation of the agreement by Lessee.

29. Entire Agreement and Amendments. This Lease reflects and contains the entire agreement of the parties and supersedes all previous agreements entered into or contemplated by the parties with regard to the Airport. No negotiations, understandings, agreement or promises, verbal or otherwise, exist or are enforceable between the parties except as expressly set forth in this agreement, the provisions of which may only be amended, modified, or superseded by written agreement signed by both parties.

30. Counterpart and Electronic Signature Pages. This Lease may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. This Lease may also be signed by the parties electronically and such signatures shall have the same legal

effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.;

LESSEE: Bruce A Gross Dorie McGross

By: Bruce A Gross Dorie McGross Date: 5-14-24
Name:
Title:

LESSORS:

CHAFFEE COUNTY COLORADO.
acting by and through the Board of County Commissioners:

P.T. Wood, Board Chair Date: _____

CITY OF SALIDA, COLORADO

Mayor Date: _____