

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made effective as of this 25<sup>th</sup> day of August 2004, by and between the STATE OF COLORADO, acting by and through the Department of Natural Resources for the use and benefit of the Division of Parks and Outdoor Recreation and the Board of Parks and Outdoor Recreation (hereinafter referred to as the "State"), whose legal address is 1313 Sherman Street, Room 618, Denver, Colorado 80203, and the UPPER YAMPA WATER CONSERVANCY DISTRICT (hereinafter referred to as the "District"), a public corporation and quasi-governmental entity organized pursuant to §37-45-101 to §37-45-153, C.R.S., acting by and through the Board of Directors of the Upper Yampa Water Conservancy District, whose legal address is P.O. Box 880339, Steamboat Springs, Colorado 80488-0339.

WHEREAS, required approval, clearance, and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the District has been organized as a quasi-governmental entity pursuant to the provisions of §37-45-101 through §37-45-153, C.R.S., to operate, manage, and store water for irrigation and other beneficial purposes in a reservoir; and

WHEREAS, the District owns certain property upon which it has constructed water works and a water storage reservoir known as the Stagecoach Reservoir (hereinafter referred to as "Reservoir," including any expansion or enlargement thereof); and

WHEREAS, the District has agreed and desires, pursuant to authority in §37-45-118, C.R.S., to make a portion of such property available to the State for public recreational purposes; and

WHEREAS, the parties hereto desire to define their respective rights and obligations regarding management, operation, maintenance, repair, and replacement of the Recreational Facilities as defined herein; and

WHEREAS, the State desires to lease the Reservoir Property, as hereinafter defined and as may be hereafter changed, from the District in order to manage and operate the Recreational Facilities thereon for public recreational purposes; and

WHEREAS, the District has constructed certain Recreational Facilities on the Reservoir Property and desires to lease the Reservoir Property and such Recreational Facilities to the State for public recreational purposes pursuant to the terms hereof and

WHEREAS, the District has agreed to provide certain funds to the State for use by the State to defray in part the operation and maintenance cost of the Recreational Facilities subject to the terms and limitations set forth herein; and

WHEREAS, the District may be required under that certain Property Contribution Agreement dated October 1, 1986 to grant easements or other interests in the Reservoir Property to third parties at locations and for certain commercial purposes identified in such Agreement (the "MountainAir Agreement").



**NOW, THEREFORE**, in consideration of the mutual covenants, terms conditions, restrictions, and requirements contained herein, it is hereby agreed that:

1. This Agreement is subject to and subordinate to the terms, covenants, and conditions of all agreements, licenses, permits, easements, reservations, covenants, restrictions, and water rights decrees now and hereafter entered, and all governmental licenses, permits, and approvals now or hereafter obtained or issued, pertaining to the Reservoir, the Reservoir Property, the Recreational Facilities, or the District's construction, operation, maintenance, repair, replacement, change, modification, enlargement, expansion, or use of the Reservoir and the waters stored therein and all appurtenant facilities including but not limited to the power plant at the dam of the Reservoir.
2. The District hereby leases to the State for recreational purposes only all that portion of the real property described in Exhibit "A" attached hereto excluding from such lease, however, any of the following: (1) water and water rights, (2) real property subject to a Conservation Easement in gross to the State of Colorado, (3) a 60-foot-wide strip of land whose centerline is the access roadway to Stagecoach Dam, the Dam itself, all appurtenances and facilities attached or related to the dam including the power plant (but excluding the trail across the Dam unless the trail is closed by the District for security or construction purposes by notice to the State), and such real property surrounding the Dam as is reasonably necessary for the operation, protection, maintenance, improvement, enlargement, and security of the Dam and Power Plant and delivery of water and power therefrom and being not less than 200 feet wide, (4) that portion of the real property located east of the north-south centerline of the Stagecoach Reservoir dam and south of a line 20 feet northerly of the north high water line of the Yampa River, (5) so much of the land and water surface of the Reservoir along and adjacent to the south shoreline of the Reservoir as are hereafter designated by the District in its sole discretion for a marina and related docks and facilities pursuant to the MountainAir Agreement or any other legal requirement of the District now in existence, (6) any other conveyances, licenses or grants of easements for utilities and utility facilities, roads, fences, signs, drives, paths, wildlife or conservation purposes which the District, in its sole discretion, may hereafter grant to any other person or entity, (7) the surface of the reservoir adjoining the spillway in the dam and for a reasonable safe distance away from such spillway up to 200 feet as the District shall from time to time designate in writing to the State, and (8) such other real property as the District, from time to time in its sole and exclusive discretion, may withdraw and exclude from the real property subject to this Lease by written notice to the State (hereinafter all of the real property subject from time to time to this Lease shall be referred to as the "Reservoir Property"). No portion of the Reservoir Property shall be excluded or withdrawn from this Lease or made subject to any conveyance, license or grant of easement under subparagraphs 2(5), 2(6), or 2(8) of this paragraph 2 except following written notice given by the District to the State no later than 90 days prior to the effective date of such exclusion, withdrawal or other action. In addition, the District agrees to consult with the State regarding any such notice within 30 days after such notice is given.
3. State shall have the use, control of, and responsibility for the Reservoir Property, including the surface of the Reservoir, and for the management, administration, and maintenance of permitted public recreational purposes and the Recreational Facilities



existing thereon or hereafter constructed thereon as it deems necessary for the use of this Reservoir Property by the general public, such use to be exclusive for recreational activities only, pursuant to the State's authority and discretion as set forth in §33-10-101 through §33-10-114, C.R.S., as may be amended, and in rules and regulations. The aquatic wetland habitat refuge located on the western portion of the Reservoir Property is included as part of the Recreational Facilities which shall be maintained by the State at its cost in the manner and to the degree required of the District in all obligations of the District regarding this refuge, including the irrigation system for the refuge, such maintenance obligation to include operation of the irrigation system and annual ditch cleaning and vegetation removal, but not major repairs or replacement of the irrigation system, which shall be the responsibility of the District. The State agrees that the District shall have no responsibility for livestock damage which occurs to Recreational Facilities or other facilities or property or equipment of the State or any portion of the Reservoir Property. No portion of the Reservoir Property shall be leased by the District for grazing without the prior written consent of the State.

4. The District shall have the use, control of, and total responsibility for the Reservoir Property for all other purposes, including (but not limited to) operation and expansion, modification, repair, replacement, protection, and maintenance of the Reservoir works, dam and appurtenances, water intake, outlet, and storage, power plant and appurtenances, the generation and delivery of electricity, the release and delivery of water, and compliance with all agreements, easements, reservations and restrictions, and all governmental licenses, permits, and approvals to which the Reservoir or Reservoir Property is now or hereafter becomes subject (except to the extent assumed by the State under this agreement). The rights of the District in the preceding sentence shall at all times be senior and paramount to the rights of the State granted under this Lease Agreement. Additionally, the District or its licensee, easement beneficiary, grantee, or designee, shall have the use, control of, and total responsibility for so much of the land and water surface of the Reservoir along and adjacent to the south shoreline of the Reservoir as are hereafter designated by the District in its sole discretion for a marina and related docks and facilities pursuant to any legal requirement of the District under the MountainAir Agreement,, and may withdraw such area from the Reservoir Property under this Agreement in the sole discretion of the District. Further, the District reserves the right to make and grant any other conveyances, licenses or grants of easements for utilities and utility facilities, roads, drives, parking areas, paths, fences, gates, signs, boat ramps, or wildlife or conservation purposes which the District, in its sole discretion, shall determine, to any other person or entity, which shall be senior and paramount to the interests of the State under this Lease Agreement. If the District enlarges the Reservoir, the District may in its sole discretion withdraw any Reservoir Property, and any Recreational Facilities located on such withdrawn Reservoir Property (which may include but not be limited to the swim beach, volleyball court, boat ramp, courtesy docks and fueling station), as may be in the sole discretion of the District be necessary or convenient for the enlargement of the Reservoir and the use, operation, and management of the enlarged Reservoir. The District may in its sole discretion withdraw portions of the Reservoir Property southerly of the Reservoir for inclusion in a golf course or for adjusting the boundaries of the Reservoir Property. Any withdrawal or exclusion of property from the Reservoir Property pursuant to this paragraph, or the grant or license of any interest in the Reservoir Property by the District pursuant to this paragraph is subject



to the notice and consultation requirements set forth in paragraph 2 hereof. If the enlargement of the Reservoir results in the inundation of any Recreational Facility, the District, at its cost, shall replace such facilities with equivalent facilities at the location or locations approved by the State, which approval shall not be unreasonably withheld. However, if the replacement cost of the inundated Recreational Facilities at the new location is greater than 125% of the estimated current replacement cost of such Recreational Facilities at the original location, the District shall not be required to replace such Recreational Facilities unless the State contributes toward the cost of such replacement an amount equal to the actual cost of replacement of the inundated Recreational Facilities at the new location less 125% of the estimated cost of replacement of the inundated Recreational Facilities at the original location. Any expenditure made by the State pursuant to the preceding sentence shall qualify as an expenditure for Capital Improvements under paragraph 9 of this Lease.

5. The State has prepared and provided to the District a Master Plan dated April 30, 1997 (the "Master Plan") that specifically identifies the Reservoir Property and designates and locates the type, location, and specifications of all of the existing Recreational Facilities thereon. Any change to the Master Plan shall be made only with the prior written approval of the District, which approval shall not be unreasonably withheld. The Master Plan includes the following facilities, which, together with any expansions, modifications, or replacements thereof, shall hereinafter be referred to as the "Recreational Facilities":

1. One-hundred (100) unit campground
2. 8 Seventy-five (75) car parking lots.
3. Swim beach, volleyball court, concrete patio
4. One (1) marina boat ramp with courtesy docks and fueling station along the north shore
5. Picnic pavilion
6. Park Headquarters building, including shop, visitors center, garage, and on-site employee housing
7. Dump station
8. Entrance station
9. Fifty (50) picnic sites
10. Three (3) campgrounds with electrical outlets for RVs
11. Concession building with showers and bathrooms
12. Three (3) restrooms with water and 6 vault toilets
13. Grills and picnic tables
14. Eighty (80) acre wetland outdoor recreation center
15. Dual potable water and irrigation systems and the electric system
16. Sanitary facilities including land treatment and nursery site
17. The aquatic wetland habitat refuge at the westerly end of the Reservoir and all paths, structures, facilities, and improvements related to or integrated therewith

In addition, "Recreational Facilities" shall include the non-motorized hiking trail along the south shore, and shall also include the existing parking lot and boat ramp on the south shore of the Reservoir near the South Shore Subdivision unless and except if the District shall in its sole discretion withdraw such parking lot and boat ramp from the Reservoir



**610405**

Page: 4 of 32

11/05/2004 01:10

(7/30/04)

Kay Weinland Routt County, CO LEASE R 161.00 D 0.00

Property pursuant to paragraph 2(5) above. The non-motorized hiking trail may be relocated or modified by the District or its designee at the District's cost at any time, and shall not be fenced or gated without the prior written consent of the District. "Recreational Facilities" shall include any other facility or property interest which the State and the District hereafter mutually agree be added as Recreational Facilities hereunder.

6. In the administration, operation, and maintenance of the Reservoir Property and the Recreational Facilities for recreational purposes, and including any further development by the State of Recreational Facilities on the Reservoir Property, the State shall follow the Management Plan dated October 15, 2000, as may hereafter be amended (the "Management Plan") Amendments to the Management Plan shall be prepared by the State pursuant to its statutory authority and discretion in cooperation with and subject to the written approval of the District and any other appropriate agencies, and shall comply with State recreational policies and procedures. All Recreational Facilities shall be managed, repaired, improved, replaced, maintained and operated in a manner that will not interfere with the rights of the District reserved in this Lease Agreement, including (but not limited to) the operation and maintenance of the Reservoir Property by the District for power generation and water storage and delivery purposes and the expansion and enlargement of the Reservoir. The Management Plan shall not be amended without the prior written approval of the District, which approval shall not be unreasonably withheld.
7. The State shall be responsible for payment of all costs, including electrical utility bills, incurred by the State in the operation of all existing and future Recreational Facilities and support facilities constructed by the State or the District at the Reservoir Property pursuant to the terms of the Master Plan and the Management Plan.
8. The District shall provide to the State up to 25 acre feet of water from the Reservoir annually at no charge for public use at the Recreational Facilities. Such water is allocated from the recreational pool of the Reservoir and is not charged to any storage water now or hereafter allocated by the District for sale or lease from the Reservoir. The State shall be responsible for the maintenance, repair, and replacement of the entire potable water system and the quality and fitness of water for public use, domestic purposes, and human consumption. The water delivered pursuant to this paragraph shall be raw untreated water in the condition existing after diversion from the Reservoir and the District shall have no obligation with respect to water quality. The State shall provide only water that has been suitably treated and is wholesome and sanitary for such public purposes pursuant to this Agreement.
9. Subject to the limitations of this paragraph 9, the District shall provide a limited operational and maintenance subsidy to the State ("O&M Subsidy"). The O&M Subsidy provided by the District shall be paid to the State no later than December 31<sup>st</sup> of each year of this Lease (May 1, 2024 is the end of the last year of this Lease), provided that during such calendar year the State (a) has physically expanded, modified or replaced Recreational Facilities permanently on site as approved by the District in advance of construction in a manner consistent with the Master Plan at an actual out-of-pocket cost to the State equal to no less than the amount of the O& M Subsidy otherwise payable at the end of that calendar year less \$10,000 (the "Capital Improvements"), and (b) has



**610405**

Page: 5 of 32  
11/05/2004 01:10:11  
Kay Weinland Routt County, CO LEASE R 161.00 D 0.00

(7/30/04)

certified such facts with detail of such costs by letter to the District given by no later than December 1 of such calendar year. The annual O&M Subsidy payable, if at all, on December 31 each year shall be the lesser of (a) \$35,000, or (b) the actual costs of the Capital Improvements made by the State that calendar year, or deemed to have been made by the State that calendar year as provided below in this paragraph 9, all as certified by the State to the District by the preceding December 1, plus \$10,000. Costs of Capital Improvements shall not include "soft costs" such as office overhead, travel, planning work by State personnel, or staff time by State personnel other than actual on-site supervision and performance of construction activities. If the cost of the Capital Improvements performed by the State in any calendar year, plus the carry-forward "excess" Capital Improvements cost from the preceding year pursuant to this sentence, exceeds \$25,000 in any calendar year, such excess over \$25,000 shall carry over to the next calendar year, and shall be deemed in that year to be a Capital Improvement cost incurred in that succeeding year, the same as if actually expended by the State in that year, for purposes of calculating the State's entitlement to the O&M Subsidy that year. However, the District's O&M Subsidy obligation shall never exceed \$700,000 over the 20-year Lease term. If the O&M Subsidy in any year is less than \$35,000 because the State has not spent \$25,000 or more in Capital Improvements for that year, then the deficiency from that year shall forever be waived and the District shall not be required to make up such deficiency in future years. If the District's O&M Subsidy obligation of \$700,000 is not paid during the Lease term, the District shall have no obligation to make up the difference at the end of the Lease term.

10. The term of this Lease shall be from May 1, 2004 to May 1, 2024, unless sooner renewed or terminated as herein provided.
11. Either party may terminate this Lease without cause at any time. To terminate the Lease, the party wanting to terminate shall give the other party written notice in the manner provided for in Paragraph 23 below. Termination shall be effective one hundred eighty (180) days after said notice. Upon termination, a party's rights and obligations under this Lease shall cease, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
12. The State may establish and collect use fees for the recreational purposes of the Reservoir Property in the amount of and in accordance with a uniform fee schedule adopted by the State for Colorado State Parks. Said fees shall belong exclusively to the State. The District shall not charge or collect fees for recreational purposes on the Reservoir Property.
13. Consistent with any budgetary constraints and with personnel availability, and within its lawful discretion, the State shall operate and manage the Reservoir Property for recreational purposes in accordance with the Management Plan, and enforce the laws, rules, and regulations relating to parks and recreation areas on the Reservoir Property in order to supervise and control the public recreational use of the Reservoir Property. The State shall consult with the District prior to the adoption of any new rules and regulations by the State regarding public use of the Reservoir Property, which are specific to the Reservoir Property. In addition, the State shall at all times maintain at its cost all



Recreational Facilities and support facilities in good and safe order, condition, and state of repair, usable by the public.

14. The State shall have the right to construct, operate, and maintain on the Reservoir Property Recreational Facilities, provided that such Facilities are in accordance with the Master Plan prepared and existing pursuant to Paragraph 5, as may be amended, the Management Plan prepared and existing pursuant to Paragraph 6, as may be amended, such amendments to be as approved in writing by the District. All Recreational Facilities or improvements or structures constructed by the State or the District shall become the property of the District and shall not be removed by the State without the written consent of the District. After the termination of the Lease, the District may remove such improvements and Recreational Facilities in its sole discretion.
15. The State shall have the right to enter into any written contract or permit with a third party ("Agent") to act as the agent of the State for the purpose of performing and carrying out any of the functions provided for in this Agreement which, in the State's sole authority and discretion, it deems appropriate to delegate to such Agent, provided that (a) the State shall promptly provide a true copy of each such contract or permit to the District, (b) such contract or permit shall refer to and incorporate by reference this Lease Agreement, and (c) no such contract or permit shall relieve the State from the full and complete performance of its obligations and responsibilities under this Lease Agreement. Said contracts shall be subject and subordinate to this Agreement and to all matters referenced in paragraph 1 of this Agreement. Said contracts shall specifically include concession contracts, provided that concession contracts shall be subject to the prior written approval of the District. The District shall be named as an additional insured in all such contracts and agreements. Notwithstanding the above, the State shall not delegate by contract or permit to any person the obligation of the State to manage and operate the entry stations into Stagecoach State Park and the campgrounds, RV campgrounds, parking lots, swimming beach, picnic sites and pavilion, boat ramps, non-motorized hiking trail, and potable water and sanitary sewer buildings within the Recreational Facilities, all of which must be managed and operated by the State itself. The State's obligation to provide copies of contracts to the District under this paragraph shall be limited to concession contracts and contracts for the construction of Capital Facilities exceeding \$10,000.
16. To the greatest extent possible, the State and District shall cooperate with each other to assure that each is able to exercise its rights and perform its obligations under this Lease with minimum interference to the other party's activities. Further, each party shall use every reasonable effort to prevent damage to the property and facilities managed, operated, or maintained by the other party. The State's manager of Stagecoach State Park, and the manager of the District, shall meet at least semi-annually to discuss issues of mutual concern to the parties.
17. The District shall have sole control in its sole discretion over the diversion, intake, storage, allocation, and release or disposal of water in and from the Reservoir, generation of power from the power plant at the dam, the enlargement and expansion of the Reservoir, the timing and rate of increase and drawdown of water, the water levels and fluctuations thereof, water temperatures, circulation of water in the Reservoir, dredging



610405

Page: 7 of 32  
11/05/2004 01:10  
Kay Weinland Routt County, CO LEASE R 161.00 D 0.00

(7/30/04)

of the Reservoir, and prohibition of boats and persons on the water surface for a reasonable safe distance from the spillway and intake structure, and the State shall have no right, interest, or entitlement thereto whatsoever except as provided in the first sentence of paragraph 9. Further, the District, its agents, and employees shall have access at all times to the control of structures, dams, headgates, and all of the Reservoir Property and Recreational Facilities in order to manage, control, protect, and administer the intake, diversion, storage, management, allocation, and release or disposition of water in and from the Reservoir, generation of power at the power plant, and the expansion or enlargement of the Reservoir. If the District intends to cause or is aware of the pending occurrence of a substantial reduction in the water level of the Reservoir resulting from the release from storage at a rate of more than 200 cfs, it shall, within 24 hours, , notify the State in writing of such fact in order that fish and wildlife may be salvaged and other necessary steps may be taken to ensure the safety of public recreation users. The District shall also have the right to raise the level of the dam at Stagecoach Reservoir for the purpose of expanding the storage capacity of the Reservoir and subject additional land area within and outside of the Reservoir Property and portions of the Recreational Facilities to inundation.

18. The parties acknowledge that the District benefits from limitations on potential liability which may arise from use of the Reservoir Property by members of the public for public recreational purposes, pursuant to the provisions of Article 41 of Title 33, C.R.S. and to §13-21-115, C.R.S., as may be amended. In accordance with the provisions of § 33-41-103(2)(e)(II.5), C.R.S., the District acknowledges that it has been advised of its right to bargain for indemnification from liability for injury resulting from use of the Reservoir Property by all persons or guests of persons on the Reservoir Property for recreational purposes, at the invitation or consent of the State, and all persons present on the Reservoir Property at the invitation or consent of the District or the State for business or other purposes relating to or arising from the use of the Reservoir Property for recreational purposes. No such indemnification agreement has been entered into by the parties hereto.
19. Notwithstanding any other provision of this Lease to the contrary, no term or condition of this Lease shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits, or protection provided to the parties under the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., as amended or as may be amended (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted). The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of §§ 24-10-101, et seq., C.R.S., as amended or as may be amended, and §§ 24-30-1501, et seq., C.R.S., as amended or as may be amended. Any provision of this Lease, whether or not incorporated herein by reference, shall be controlled, limited, and otherwise modified so as to limit any liability of the parties to the above-cited laws.
20. To the extent authorized by § 24-30-1510(3)(e), C.R.S., the State shall defend and hold harmless the District against claims arising from the alleged negligent acts or omissions of the State and its public employees which occurred or are alleged to have occurred during the performance of their duties and within the scope of their employment, except



where such acts or omissions are willful and wanton. Such claims shall be subject to the limitations of the "Colorado Governmental Immunity Act," §§ 24-10-101 to 24-10-120, C.R.S., as now or hereafter amended.

21. It is an express condition of this Lease Agreement that no employee of the Colorado Division of Parks and Outdoor Recreation or member of the Colorado Board of Parks and Outdoor Recreation, and no person acting as Agent under paragraph 15 above or as agent for or pursuant to the direction and instruction from any such employee or member, will express verbally or in writing to any governmental agency or entity or public official the opposition of the State or of such employee or member or of the Colorado Board of Parks and Outdoor Recreation to the enlargement and expansion of Stagecoach Reservoir or the storage, use, or release of additional water in such enlargement as may hereafter be proposed by the District, or to the design, permitting, or construction of such Reservoir expansion and enlargement by the District. If such condition is for any reason broken, violated, or in default, then at any time within one year thereafter the District may at its sole election and upon written notice to the State terminate and rescind this Lease Agreement and may re-enter and take possession of the Recreational Facilities as in the prior estate, without liability to the State or any concessionaire or licensee of the State or any third party beneficiaries or the public. It is the intent and purpose of the parties that the District shall have a valid and enforceable right of entry on condition broken under the provisions of the preceding sentence until termination of this Lease Agreement or until completion of the Reservoir enlargement and expansion, whichever first occurs. The prohibition set forth in this paragraph shall not apply to any employee of the Division of Wildlife, Colorado Water Conservation Board or other State agency, or any concessionaire of the State on the Reservoir Property, nor shall such prohibition apply to any employee of the State or member of the Colorado Board of Parks and Outdoor Recreation who expresses an opinion in his or her private capacity.
22. This Lease shall be binding upon the parties hereto, their successors, and assignees. However, the State shall not assign this Lease without the prior written consent of the District. Time is of the essence of this Lease Agreement. In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall conclusively be presumed to affect adversely all other provisions hereof, as one integrated Lease Agreement, and therefore any such holding shall conclusively be deemed to be a complete termination of this Lease Agreement. This Lease Agreement may not be altered or amended, and no right under this Lease Agreement may be waived, except by a written instrument executed by the parties (or, in the case of a waiver, by a written instrument executed by the party granting the waiver) to this Lease Agreement. No waiver of any breach of any portion of this Lease Agreement shall be deemed a waiver of any preceding or succeeding breach of that provision. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts. This Lease Agreement, and the Master Plan and the Management Plan to which this Agreement refers, contain the entire agreement between the parties with respect to the subject matter of this Lease and supersedes the prior lease between the parties and all prior understandings with respect to the subject matter of this Lease, the Master Plan, and the Management Plan. The parties have made no prior representations and have given no warranties with respect to the subject matter



of this Lease Agreement except as specifically provided herein. The parties do not intend to confer any benefit on any person, firm or corporation other than the signatory parties to this Lease Agreement.

23. Notices. Any notice required or permitted to be provided hereunder shall be deemed given when either personally delivered or mailed by certified mail, return receipt requested, to the parties at their following addresses or such other addresses as they may designate in a notice duly delivered:

If to the District: Upper Yampa Water Conservancy District  
P.O. Box 880339  
Steamboat Springs, CO 80488-0339  
Attn: Manager

If to State: Colorado Division of Parks and Outdoor Recreation  
Attn: Stagecoach Lake Park Manager  
P.O. Box 98  
Oak Creek, CO 80467

24. The District warrants and represents itself to be the owner of the Reservoir Property in the form and manner as stated herein; that it has the authority to enter into this Lease with the State and that it has taken appropriate action to approve this Lease; and that during the term of this Lease it covenants and agrees to warrant and defend the State in the quiet, peaceable enjoyment and possession of the premises against the adverse property claims of any person which arise by, through, or under the District..

25. GENERAL

A. The signatories aver that to their knowledge, no State employee has a personal or beneficial interest whatsoever in the service or property described herein.

B. 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 Agreement. Any provision of this Agreement, whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body, 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, enforceable, or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Agreement to the extent that the Agreement is capable of execution.

C. At all times during the performance of this Agreement, the District and the State shall strictly adhere to all applicable federal and state laws and rules and regulations that have been or may hereafter be established.



D. 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. 1978 Replacement Col., and that no violation of such provisions is present.

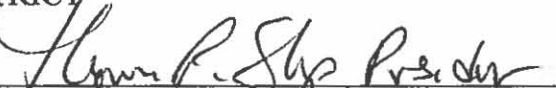
E. The signatories aver that to their knowledge, no state employee has a personal or beneficial interest whatsoever in this service or property described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**CONTRACTOR:**

UPPER YAMPA WATER CONSERVANCY  
DISTRICT

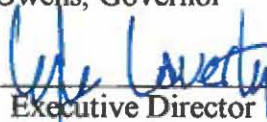
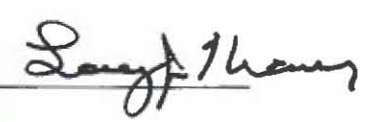
By

  
Thomas R. Sharp, President

**STATE OF COLORADO**

Bill Owens, Governor

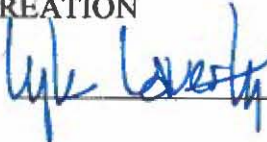
By

   
Executive Director

DEPARTMENT OF NATURAL  
RESOURCES

BOARD OF PARKS AND OUTDOOR  
RECREATION

By



APPROVED – C.R.S. 24-30-1510(3)(e)  
Executive Director  
Department of Personnel

By

  
Cristina Valencia  
Risk Manager



Key Weinland Routt County, CO LEASE

R 161.00 D 0.00

**610405**

Page: 11 of 32

11/05/2004 01:10I