FIRST AMENDMENT TO LEASE AGREEMENT (Jefferson Station 3)

THIS FIRST AMENDMENT TO LEASE AGREEMENT is made effective this _____ day of _____, 2012 by and between the Stagestop Owners Association, a/k/a the Stagestop Homeowner's Association ("Lessor") and the Jefferson-Como Fire Protection District ("Lessee").

WHEREAS, by Lease Agreement dated January 31, 1998 (the "Lease"), Lessor leases the real property and improvements located at 493 Stagestop Road (Stagestop Outlot A), Park County, Colorado) to Lessee; and

WHEREAS, the initial term of the Lease commenced on January 31, 1998 and continued for one year thereafter, and the Lessee was granted the option to renew the Lease for up to 29 additional one-year terms upon notifying the Lessor annually of its intent to renew; and

WHEREAS, Lessee desires to modify all of its leases with various parties throughout the District to provide for automatic annual renewal and to establish January 15th of each year as the common term commencement date; and

WHEREAS, Lessee and Lessor have noted several other errors in the Lease requiring correction; and

WHEREAS. Lessor and Lessee desire to modify the Lease as set forth above.

NOW THEREFORE, in consideration of mutual obligations required hereunder, Lessor and Lessee agree as follows:

- 1. Lessor's name shall be changed from the Stagestop Homeowner's Association to the Stagestop Owners Association.
 - 2. Paragraph 1 of the Lease shall be changed to read as follows:

<u>Rent</u>. Rent in the amount of \$10.00 per year shall be due and payable on or before January 15th of each renewal year.

3. Paragraph 2 of the Lease shall be amended to read as follows:

<u>Term and Renewal</u>. From and after the effective date of this amendment, the term of this agreement shall begin at 12:00 a.m. on January 15, 2011 and shall continue for one year thereafter, unless sooner terminated or extended as herein provided.

The term hereof shall automatically renew for an additional one year period commencing at 12:00 a.m. on January 15th of each year unless, prior to December 1st of any year, Lessee shall notify Lessor of Lessee's intent not to renew, in which case this Lease shall terminate on the January 15th immediately following the date of the Lessee's notice of intent not to renew. Further, and notwithstanding the foregoing, this Lease shall terminate on January 15, 2027.

4. Except as herein amended, all terms and provisions of the Lease shall remain unchanged and Lessee's possession shall continue in accordance therewith.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this First Amendment to Lease Agreement to be signed on the dates set forth below.

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Jefferson-Como Fire Protection District

Attest by the Secretary of the Board of Directors

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Date:

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Sept. 19, 2012

LESSOR:

Stagestop Owners Association/

Dy. 7 Lanz 11

Title: /nis/8/21

Date: FEB-1/- 2012

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