

**STATE OF COLORADO**  
**acting by and through the**  
**Department of Natural Resources,**  
**for the use and benefit of the Division of Parks and Wildlife**  
**and the Parks and Wildlife Commission**

**REAL PROPERTY LEASE**

**Granted by**  
**CITY OF RATON**

**1. PARTIES**

This lease (hereinafter called "Lease") is entered into by and between City of Raton, A Municipal Corporation, County of Colfax, State of New Mexico (hereinafter called "Lessor") as lessor, and the State of Colorado acting by and through the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission (hereinafter called the "State" or "CPW") as lessee. Lessor and the State hereby agree to the following terms and conditions.

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY**

This Lease shall not be effective or enforceable until the Effective Date as set forth in §4.A. The State shall not be liable to pay or reimburse Lessor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

**3. RECITALS**

**A. Authority, Appropriation, and Approval**

Authority to enter into this Lease exists in CRS §33-1-101, §33-1-104, §33-1-105, §33-9-101, §33-9-109, et seq., §33-10-101, §33-10-106, and §33-10-107 and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearances, and coordination have been accomplished from and with appropriate agencies.

**B. Consideration**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Lease.

**C. Exhibits and other Attachments**

The following are attached hereto and incorporated by reference herein: **EXHIBIT A** (Property Description), **EXHIBIT B** (Property Map), and **EXHIBIT C** (Property Trails Map).

**D. Purpose**

This Lease is entered into for the following purposes: For public recreation purposes as managed and controlled by the State, as specified further below.

**E. References**

All references in this Lease to Sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

**4. DEFINITIONS**

The following terms as used herein shall be construed and interpreted as follows:

**A. Effective Date**

“Effective Date” means the date on which the State Controller or designee approves and signs this Lease.

**B. Lease**

“Lease” means this Lease, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Lease, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

**C. Lease Funds**

“Lease Funds” means funds available for payment by the State to Lessor pursuant to this Lease.

**D. Party or Parties**

“Party” means the State or Lessor and “Parties” means both the State and Lessor.

**E. Property**

“Property” means the real property described in §6.

**5. TERM AND EARLY TERMINATION**

**A. Term**

This Lease shall begin on the Effective Date or on December 1, 2022, whichever is later, and end on November 30, 2032, unless sooner terminated as provided for herein.

**B. Early Termination in the Public Interest**

The State is entering into this Lease for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and Courts. If this Lease ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Lease in whole. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. This agreement may be terminated by the City at any time for a material breach that remains uncured for more than thirty calendar days after written notice to the State. In the event of termination for any reason, the party initiating termination shall provide the other party written notice at least three-hundred sixty-five (365) days prior to the desired date of termination. If this Lease is terminated for convenience by the State, Lessor shall be paid prorated rent through the termination date, less payments previously made.

**C. Four-Month Extension – Holdover**

At its sole discretion, the State, upon written notice to Lessor, may unilaterally extend the term of this Lease for a period not to exceed four months if the Parties are negotiating a new lease before the end of any initial term or an extension thereof. The provisions of this Lease in effect when said notice is given, including, but not limited to, rents, costs, and fees shall remain in effect during said four month extension. However, the four-



month extension shall immediately terminate when and if a replacement lease is approved and signed by the Colorado State Controller.

**D. Option to Extend**

The Parties reserve the right to agree to renew this Lease on the same terms and conditions upon expiration of the term of this Lease, or to enter into a new lease on mutually agreed terms and conditions.

**6. PROPERTY DESCRIPTION**

Lessor owns the Property being leased, which is located in the County of Las Animas, State of Colorado, also known as Lake Dorothey State Wildlife Area, described as follows: See **EXHIBIT A**.

**7. LEASE AND GRANT– USES AND PURPOSES**

Lessor hereby leases and grants unto the State, including its employees, officers, agents, and other authorized parties, the right to access and occupy the Property for the uses and purposes set forth in §3.D. In addition to having the right to conduct all activities reasonably attendant such uses and purposes the State shall have the following rights subject to the following duties and restrictions:

**A. Exclusivity**

The State shall have an exclusive right to access, manage and occupy the Property for the uses set forth herein.

**B. Public Recreation**

The State shall have the right to manage and allow the use of the Property by the public for hunting, fishing, wildlife viewing, picnicking, backpacking, and other recreational uses, under regulations established by the State.

**C. No Timbering or Grazing**

No timbering or grazing of the Property shall be permitted, except that the State and Lessor may agree to conduct forest thinning or other measures to reduce the risk of catastrophic wildfires.

**D. Fire Management**

The State and Lessor agree to work together in good faith to reduce fire risk on the Property. Open flames, including campfires, shall not be permitted anywhere on the property. The State, however, may in its sole discretion, permit the use of gas or other cooking stoves. Nothing herein shall prohibit the State and Lessor from mutually agreeing to conduct or allow controlled burns on the Property for fire risk management.

**E. City of Raton Municipal Water Supply**

All uses of the Property shall be compatible with the protection of the City of Raton's watershed that supplies its municipal water. Lessor reserves the right to continue to operate and maintain facilities, structures, and improvements associated with the municipal water supply, including but not limited to the watershed area, water storage reservoir and water delivery systems. The Lessee agrees not to inhibit or restrict any work of the Lessor associated with these reserved rights.

**F. Waste & Clean-Up**

The State is responsible for providing trash barrels and cleaning up the Property, as it deems necessary.

**G. Parking Areas**

The State is responsible for establishing and maintaining parking areas upon the Property, as it deems necessary, upon approval by Lessor, which approval shall not be unreasonably withheld.

**H. Signage**

The State is responsible for supply, installation, and maintenance of all boundary and information signs it determines to be necessary for any operations conducted on the Property by the State. Furthermore, the State agrees to install and maintain signage with maps of the property and information about how to purchase a qualifying hunting or fishing license or an access pass to the Property.

**I. Regulations and Enforcement**

The State is responsible for the enforcement of state and federal laws and regulations with an emphasis on wildlife management, hunting, fishing, and trapping. The state is also responsible for enacting regulations for the use of the Property by the public, consistent with the terms of this Lease, and enforcing said regulations as appropriate.

**J. Fish Stocking**

The State is responsible for stocking of suitable sport fish in Lake Dorothey and in the Property's streams as the State determines appropriate.

**K. Hunting**

The State may permit public access for hunters on the Property under the following conditions:

1. Big game hunting shall be by archery only.
2. Turkey hunting shall be with archery or lawful shotgun. The State shall issue all turkey permits.
3. Small game and upland game hunting shall be allowed for shotgun and archery only, during regular hunting seasons.
4. Trapping is not permitted.

**L. Roads and Motorized Vehicles**

The State agrees not to build any new roads on the Property without approval of Lessor. Motorized vehicles are prohibited in all areas except designated road and parking areas. All other travel on the Property is limited to foot or horseback only. Any future roads proposed by State and approved by Lessor, shall be limited to use by authorized emergency and maintenance vehicles only.

**M. Trail Use & Management**

The State and Lessor agree to allow public access to the trail system on the Property, depicted on the attached **EXHIBIT C**, and subject to any regulations that may be established under §7.I. The Parties agree that the Lake Dorothey State Wildlife Area was created to provide high quality opportunities for hunters, anglers, wildlife watchers, and as a safe haven for wildlife and that protecting these resources is a primary purpose of this Lease. Therefore, the Parties agree that the following specifications will apply to use of the trails:

1. Trails C and D, depicted on the attached **EXHIBIT C**, shall be limited to foot or equestrian access only and subject to periodic access restrictions during designated hunting seasons and as necessary to protect elk calving and elk wintering.



2. Trails A and B and the Lake Maloya Trail, as depicted on the attached **EXHIBIT C**, shall be open to foot and equestrian access, as well as bicycles. Periodic access restrictions will not apply to these trails.
3. The State and Lessor agree to develop a Management Plan for the recreational use of the Property within six months of the execution of this Lease. This plan will, among other things, identify areas of the Property that the State characterizes as “elk production areas,” and areas that the State characterizes as “elk winter concentration areas” and evaluate and plan for other recreational uses of the area that are compatible with the state wildlife purpose, such as hiking, biking or other uses. The Parties agree that the State shall not be responsible for any costs for trail development or trail maintenance.
4. Areas characterized as “elk production areas” in the Management Plan shall be closed to human activities from May 15 to June 30 of each year of this Lease.
5. Areas characterized as “elk winter concentration areas” in the Management Plan shall be closed to human activities from December 1 through April 30 of each year of this Lease.

**N. Discharge of Firearms**

No discharge of firearms is permitted, except as provided in §7.K. However, the State reserves the right to use firearms in cases of public safety, in its sole discretion.

**O. Fencing**

The State is responsible for repair and maintenance of existing fencing.

**P. Public Toilets**

The State is responsible for placing and maintenance of public toilets. Location shall be determined upon agreement of both State and Lessor.

**Q. Reservation of Rights in Lake Dorothey**

Lessor reserves all rights to fill and drain Lake Dorothey, and to make releases from Lake Dorothey at its discretion or as required by the Colorado State Engineer. Lessor agrees that should Lake Dorothey be drained below a minimum depth of six (6) feet above the outlet, that Lessor will provide reasonable notice (not less than 30 days), as provided in §16, in order that the State may salvage the sport fish stock. It is understood by the Parties that the State shall not be liable or responsible for any cost or assessments made by or against the Lessor for construction, repair or maintenance of Lake Dorothey.

**R. Fish Stock Management**

The State shall have the sole and exclusive authority to develop and manage sport fish habitat and populations on the Property’s lake and streams in such manner as the State may deem, including complete regulation by the State as to seasons, fishing hours, bag and possession limits, etc.

**S. Non-Interference**

The State agrees to conduct its operations in such manner as will not interfere with the Lessor’s reserved rights in the Property.

## **8. PAYMENTS TO LESSOR**

The State shall pay Lessor rent and any other amounts due hereunder in the amounts and using the methods set forth below:

### **A. Maximum Amount**

The maximum amount payable under this Lease to Lessor by the State is \$262,500, as determined by the State from available funds.

### **B. Payments**

#### **i. Signing Bonus**

The State shall pay a one-time signing bonus of \$12,500 on December 1, 2022.

#### **ii. Rent**

Rent shall be \$25,000 per year.

#### **iii. Time and Place of Payment**

The State shall pay all rent and any other amounts due hereunder in advance at the address set forth in §16 and annually on December 1 of each year of the Lease.

#### **iv. Interest**

Lessor shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate. Pursuant to CRS Sec. 24-30-202(24)(a), the State shall not be liable for interest on overdue amounts due until the 46th day after the due date, and interest shall not exceed the rate of one percent per month until paid in full. However, interest shall not accrue on unpaid amounts that are subject to a good faith dispute.

#### **v. Available Funds – Contingency – Termination**

The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, Lessor's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. If federal funds are used to fund this Lease in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Lease shall be made only from available funds encumbered for this Lease and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Lease, the State may terminate this Lease immediately, in whole or in part, without further liability in accordance with the provisions hereof.

#### **vi. Erroneous Payments**

At the State's sole discretion, payments made to Lessor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Lessor may be recovered from Lessor by deduction from subsequent payments under this Lease or other contracts, grants or agreements between the Parties or by other appropriate methods and collected as a debt due to the State.

### **C. Security Deposit**

The State shall not provide Lessor with a security deposit.



## **9. WARRANTIES AND REPRESENTATIONS**

### **A. Regarding the Property**

Lessor warrants and represents that it is the fee title owner of the Property. Lessor covenants and agrees to warrant and defend the State in the quiet, peaceable enjoyment and possession of the Property. In the event of any dispute regarding Lessor's ownership, Lessor shall, upon request from and at no cost to the State, immediately furnish proof thereof by delivering to the State copies of documents evidencing that Lessor owns the Property that are sufficient to the State. Lessor further warrants that the Property is not currently subject to any existing leases, easements, or other burdens that would result in this Lease being invalid or that would interfere with the State's intended use and occupancy of the Property, except as follows: NONE.

### **B. Regarding Legal Authority**

Lessor warrants that it possesses the legal authority to enter into this Lease and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Lease and to bind Lessor to its terms. The person signing and executing this Lease on behalf of Lessor hereby represents, warrants, and, guarantees that they have full authorization to do so. If requested by the State, Lessor shall provide the State with proof of Lessor's authority to enter into this Lease within 15 days of receiving such request.

## **10. CONDITION ON TERMINATION**

At the termination hereof, Lessee shall surrender and deliver the Property in as substantially good order and condition as exists at the inception hereof; excepting however, loss by fire, inevitable accident, acts of God, damage or neglect attributable to the State, and ordinary wear and tear.

## **11. EMINENT DOMAIN**

If the Property shall be taken by right of eminent domain, in whole or in part, then this Lease, at the option of either Party, shall forthwith cease and terminate. In such event, the entire damages which may be awarded for such taking shall be apportioned between the Parties, as their interests appear.

## **12. CASUALTY**

If the property is damaged by fire, flood, or other casualty, the State may terminate this Lease within 30 days of the date the State becomes aware of such occurrence if, in the opinion of the State, the Property has been so damaged as to render it wholly or partially untenable or unfit for the State's purposes. If the State so elects, it shall terminate this Lease by giving written notice to Lessor as provided in §16. Such termination shall be effective 15 days from the date of mailing of the notice of termination.

## **13. DEFAULT**

### **A. Defined**

In addition to any breaches specified in other sections of this Lease, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Lessor, or the appointment of a receiver or similar officer for Lessor or any of its property, which is not

vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

**B. Breach by Lessor**

In the event of a breach by Lessor, notice of such shall be given in writing by the State in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice the State may exercise any of the remedies set forth in §14.

Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Lease in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

**14. REMEDIES**

If Lessor is in breach under any provision of this Lease, the State shall have all of the remedies available to the State in law or equity.

**15. REMOVAL OF IMPROVEMENTS**

Upon Lease expiration or early termination, the State may remove any improvements it placed on the Property that can be removed without substantial injury to the Property. Removal of improvements by the State shall be done within 120 days of the termination date and any improvements remaining thereafter shall become property of Lessor.

**16. NOTICE**

Notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to the representative at the address set forth below. Either Party may designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**State**

Real Estate Section  
Colorado Parks and Wildlife  
6060 Broadway  
Denver, CO 80216

**Lessor**

City of Raton  
c/o City Manager  
P.O. Box 910  
Raton, NM 87740

**17. LIABILITY LIMITATIONS**

**A. Governmental Immunity**

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees, is controlled and limited by the provisions of the Governmental Immunity Act §24-10-101, et seq. and the risk management statutes, CRS §24-30-1501, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the City of Raton, its departments, boards, officials, and employees, is controlled and limited by the provisions of the New Mexico "Tort Claims Act", Sections 41-4-1 through 41-4-27 NMSA 1978, et seq., as amended. No term or condition of this Lease shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of CGIA or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.



**B. Notice under CRS Section 33-41-103(2)(e)(II.5)**

CRS §33-41-101, et seq., may provide for Lessor to enjoy limitations on its potential liability which arise from use of the Property by members of the public for recreational purposes. In accordance with the provisions of CRS Section 33-41-103(2)(e)(II.5), the Lessor acknowledges that this paragraph constitutes notice of the right to bargain for indemnification from liability for injury resulting from use of the Property by members of the public for recreational purposes, as those terms are defined in CRS Section 33-41-103(2)(e), and Lessor is advised that such right must be exercised in writing prior to the execution of this lease at the request of Lessor.

**18. GENERAL PROVISIONS**

**A. Assignment and Subletting**

The State shall not have the right to assign or sublease its interest under this Lease, or any portion thereof, absent Lessor's written consent, which consent shall not be unreasonably withheld.

**B. Binding Effect**

All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

**C. Captions and Headings**

The captions and headings in this Lease are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

**D. Construction Against the Drafter**

In the event of an ambiguity in this Lease the rule of construction that ambiguities shall be construed against the drafter shall not apply and the Parties hereto shall be treated as equals and no Party shall be treated with favor or disfavor.

**E. CORA Disclosure**

To the extent not prohibited by federal law, this Lease and the performance measures and standards under CRS §24-106-107, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

**F. Counterparts**

This Lease may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

**G. Entire Understanding**

This Lease represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

**H. Extinguishment and Replacement**

This Lease extinguishes and replaces any prior leases between the Parties related to the Property upon the effective date hereof.

**I. Indemnification**

Lessor, as well as its officers, employees, agents, and attorneys are limited from liability arising out of all claims, liabilities, obligations, losses and the like, asserted by any third parties alleging acts, negligence, misrepresentation, fraud, or any other impermissible acts committed by Lessor. This indemnity and hold harmless agreement shall include

reimbursement of all attorney fees, costs, and expenses incurred on behalf of its officer, employees, agents, and attorneys in defending any such action.

Lessor shall defend, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any intentional act or omission by Lessor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Lease; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

**J. Jurisdiction and Venue**

All suits or actions related to this Lease shall be filed and proceedings held in the State of Colorado and venue shall be in the county in which the Property is located.

**K. Memorandum of Lease**

Either Party may record a Memorandum of this Lease with the Clerk and Recorders Office in the County in which the Property is located.

**L. Modification**

**i. By the Parties**

Except as specifically provided in this Lease, modifications of this Lease shall not be effective unless agreed to in writing by both parties in an amendment to this Lease, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies.

**ii. By Operation of Law**

This Lease is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any required modification automatically shall be incorporated into and be part of this Lease on the effective date of such change as if fully set forth herein.

**M. Order of Precedence**

In the event of conflicts or inconsistencies between this Lease and its exhibits and attachments, including, but not limited to, those provided by Lessor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions;**
- ii. Remaining pages of this Lease;**
- iii. Exhibit A**
- iv. Exhibit B**
- v. Exhibit C**

**N. Quiet Enjoyment**

The State is entitled to quiet enjoyment of the Property as long as the State has not been found to be in default under the provisions of this Lease.

**O. Severability**

Provided this Lease can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of



any other provision hereof, provided that the Parties can continue to perform their obligations under this Lease in accordance with its intent.

**P. Survival of Certain Lease Terms**

Notwithstanding anything herein to the contrary, provisions of this Lease requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Lessor fails to perform or comply as required.

**Q. Taxes**

The State is exempt from paying any taxes, including, but not limited to, real property taxes. Lessor shall be solely liable for paying any taxes associated with this Lease as the State is prohibited from paying or reimbursing Lessor for such taxes.

**R. Third Party Enforcement - None**

Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Lease are incidental, and do not create any rights for any third parties.

**S. Waiver**

Waiver of any breach of a term, provision, or requirement of this Lease or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

**19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all contracts except where noted in italics.

**A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Lease shall not be valid until it has been approved by the Colorado State Controller or designee. If this Lease is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Lease shall not be valid until it has been approved by the State's Chief Information Officer or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. Liability for claims for injuries to persons or property arising from the negligence of the City of Raton, its departments, boards, officials, and employees, is controlled and limited by the provisions of the New Mexico "Tort Claims Act", Sections 41-4-1 through 41-4-27 NMSA 1978, et seq., as amended. No term or condition of this Lease shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. COMPLIANCE WITH LAW.**

Lessor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**E. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Lease. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Lease shall be filed and proceedings held in the State of Colorado and venue shall be in the county in which the Property is located.

**F. PROHIBITED TERMS.**

Any term included in this Lease that requires the State to indemnify or hold Lessor harmless; requires the State to agree to binding arbitration; limits Lessor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Lease shall be construed as a waiver of any provision of §24-106-109 C.R.S.

**G. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Lease. Lessor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Lessor's services and Lessor shall not employ any person having such known interests.

**H. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Lessor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Lessor by deduction from subsequent payments under this Lease, deduction from any payment due under any other contracts, grants or agreements between the State and Lessor, or by any other appropriate method for collecting debts owed to the State.

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SPs Effective 1/1/09



**20. SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS LEASE**

Persons signing for Lessor hereby swear and affirm that they are authorized to act on Lessor's behalf and acknowledge that the State is relying on their representations to that effect.

<p style="text-align: center;"><b>LESSOR</b> City of Raton <b>By:</b> Name or Authorized Individual <b>Title:</b> Official Title of Authorized Individual</p> <p><b>By:</b> _____ <i>Signature</i></p> <p><b>Date:</b> _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared S. Polis, Governor acting by and through the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission Dan Prenzlów, Director</p> <p><b>By:</b> _____ <i>Signature – Brett Ackerman, Southeast Region Manager</i></p> <p><b>Date:</b> _____</p>
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**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State Contracts/Leases. This Lease is not valid until signed and dated below by the State Controller or delegate. Lessor is not authorized to begin performance until such time. If Lessor begins performing prior thereto, the State of Colorado is not obligated to pay Lessor for such performance or rents or costs incurred hereunder.

**STATE CONTROLLER**  
Robert Jaros, CPA, MBA, JD

**By:** \_\_\_\_\_

**Name of Agency or IHE Delegate**

**Date:** \_\_\_\_\_

**EXHIBIT A**  
Property Description

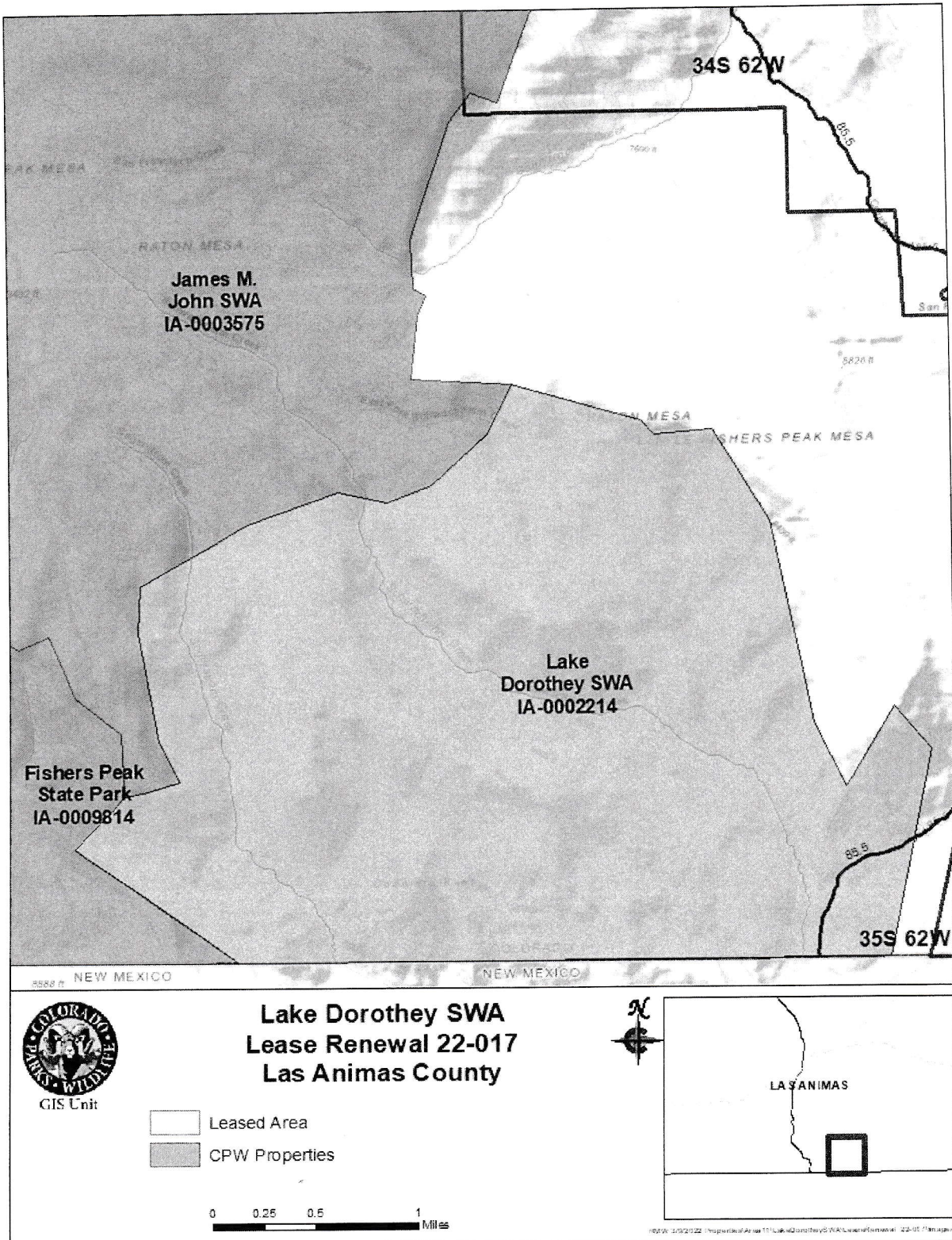


## EXHIBIT A

### Property Description

Beginning at a point described in the plat of survey prepared by Stanley S. Barron, PLS entitled Boundary Line Agreement and dated June 13, 1996 as point of beginning Aluminum Cap stamped PLS 12103; thence North 52 degrees 31 minutes 07 seconds West 5262.98 feet; thence North 43 degrees 18 minutes 31 seconds East 1613.82 feet; thence North 70 degrees 02 minutes 19 seconds East 841.00 feet; thence North 25 degrees 54 minutes 11 seconds West 1334.15 feet; thence North 12 degrees 36 minutes 45 seconds West 2813.76 feet; thence North 03 degrees 31 minutes 14 seconds West 1150.33 feet; thence North 62 degrees 07 minutes 49 seconds East 3124.37 feet; thence North 82 degrees 02 minutes 35 seconds East 2022.07 feet; thence North 67 degrees 07 minutes 52 seconds East 1591.38 feet; thence South 82 degrees 27 minutes 37 seconds East 1116.46 feet; thence North 70 degrees 15 minutes 00 seconds East 1209.78 feet; thence North 47 degrees 30 minutes 00 seconds East 1947.00 feet; thence North 26 degrees 05 minutes 07 seconds East 1428.79 feet; thence South 86 degrees 38 minutes 02 seconds East 1414.21 feet; thence South 40 degrees 33 minutes 02 seconds East 528.00 feet; thence South 60 degrees 24 minutes 37 seconds East 1502.08 feet; thence South 85 degrees 00 minutes 52 seconds East 1913.71 feet; thence South 59 degrees 24 minutes 15 seconds East 3073.94 feet; thence South 33 degrees 58 minutes 17 seconds East 1161.57 feet; thence South 15 degrees 50 minutes 09 seconds East 2834.77 feet; thence South 26 degrees 16 minutes 45 seconds East 1814.79 feet; thence North 32 degrees 37 minutes 48 seconds East 2395.79 feet; thence South 36 degrees 50 minutes 07 seconds East 1788.59 feet; thence South 09 degrees 52 minutes 34 seconds West 7024.18 feet to a point on the parallel designated as the common boundary for the States of Colorado and New Mexico; thence South 89 degrees 54 minutes 34 seconds West 467.14 feet along the parallel; thence South 89 degrees 54 minutes 34 seconds West 2381.98 feet along the parallel; thence South 89 degrees 18 minutes 54 seconds West 14,722.20 feet along the parallel to the point of beginning.

**EXHIBIT B**  
Map of Property





# EXHIBIT C Property Trails Map

