Gene A. Meisner
Commissioner District One

Rocky L. Samber, Chairman
Commissioner District Two

David G. Donaldson
Commissioner District Three

Office Phone
970-522-0888
FAX 970-522-4018
TTY 970-526-5383

Web: www.colorado.gov/logan
E-mail:commissioners@logancountyco.gov

OFFICE OF THE BOARD
LOGAN COUNTY COMMISSIONERS

315 MAIN STREET SUITE 2
STERLING, COLORADO 80751

AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, March 17, 2015 - 9:00 a.m.

Call to Order
Pledge of Allegiance
Revisions/Corrections to Agenda
Consent Agenda

Approval of the Minutes of the March 10, 2015 meeting.

Consideration of the appointment of Jennifer Wagner to the Logan County Fair Board as the Queen Coordinator.

Acknowledge the receipt of the Clerk and Recorder's Report for the month of February.

Unfinished Business

Consideration of the approval of the Bull Riding Production bid for the Logan County Fair

New Business

Consideration of the approval of a Lease Agreement between Logan County and the State of Colorado Board of Land Commissioners for lease of state land in Sec. 11, T7N, R51W of the 6th PM for the purpose of operating the county operated non-profit television translator tower and facilities.

Other Business

The Board will inspect the Logan County Jail at 11:00 a.m.

Miscellaneous Business/Announcements

The next regular business meeting will be scheduled for Tuesday, March 24, 2015, at 9:00 a.m. at the Logan County Courthouse.

Executive Session as Needed
Adjournment

March 10, 2015

The Logan County Board of Commissioners met in regular session with the following members present:

Rocky L. Samber	Chairman
Dave Donaldson	Commissioner
Gene A. Meisner	Commissioner
Alan Samber	Logan County Attorney
Pam Bacon	Logan County Clerk and Recorder
Marie Granillo	Logan County Clerk Deputy
Dave Conley	Lodging Tax Board
Dave Lieber	NJC Young Farmers
Kim Sellers	Chamber of Commerce
Callie Jones	Journal Advocate
Forrest Hershberger	South Platte Sentinel

Chairman Samber called the meeting to order at 9:00 a.m. The meeting opened with the Pledge of Allegiance.

Chairman Samber asked if there were any additions or corrections to the Agenda. Commissioner Donaldson made a motion to remove the first three items from the Consent Agenda which are the minutes from February 24, and March 3, and the appointment of the representative to the Northeast Colorado Board of Health. Commissioner Meisner seconded and the motion carried 3-0.

The Board continued with the Consent Agenda items:

- The approval of the Minutes of the February 24, 2015 business meeting.
- The approval of the Minutes of the March 3, 2015.
- Consideration of the re-appointment of a Logan County representative to the Northeast Colorado Board Health.
- Acknowledge the receipt of the Landfill Supervisor's Report for the month of February.
- Acknowledge the receipt of the Treasurer's Report for the month of February.

Commissioner Meisner moved to approve the minutes of the February 24, 2015 Board Meeting. Chairman Samber seconded and the motion carried 2-1 abstaining.

Commissioner Donaldson made a motion to approve the minutes for the March 3, 2015 business meeting. Chairman Samber seconded and the motion carried 2-1 abstaining.

Commissioner Meisner moved of the re-appointment of the Logan County representative of the

Northeast Colorado Board of Health to Nancy Zwirn. Commissioner Donaldson seconded and the motion carried 3-0.

The Board continued with the remaining two Consent Agenda items:

- Acknowledge the receipt of the Landfill Supervisor's Report for the month of February.
- Acknowledge the receipt of the Treasurer's Report for the month of February.

Commissioner Donaldson made a motion to approve the two remaining items in the Consent Agenda. Commissioner Meisner seconded and the motion carried 3-0.

Chairman Samber continued with New Business.
The Board will open proposals for the Logan County Exhibit Center Concessions contract.

- No proposal received.

Consideration of the following Logan County Lodging Tax Board Projects:

- Rack Card Distribution - $5,500.00.
- NADS In-Room Guest Directory - $250.
- Tourist Information Center Salary - $30,000.00
- Taste of Summer/Country Showdown - $2,000.
- High Plains Music Fest - $2,000.
- High Plains Outdoor Show, Tractor Pull & Draft Horse Show - $4,500.

Commissioner Meisner moved to approve the following Lodging Tax project of the Rack Card Distribution up to $5,500.00. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to approve the quarter page ad in the In-Room Guest Directory in the amount of $250. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner moved to approve the Tourist Information Center Salary in the amount of $30,000.00. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to approve the Lodging Tax Board request of $2000 for the Taste of Summer/Country Showdown event on June 5. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner moved the Lodging Tax Board project High Plains Music Fest up to $2,000. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to approve the $4500 request for the High Plains Outdoor Show, which includes Tractor Pull & Draft Horse Show to be held on June 20, 2015. Commissioner Meisner seconded and the motion carried 3-0.

Consideration of approval of the following bids for services at the Logan County Fair:

- Bull Riding Production
- Ticket Talker/Usher Services
- Gate Keepers
- Trash Disposal Service
- Port-a-Potties
- Demolition Derby Production
- Parking lot Sweeping
- Superintendent's BBQ

Commissioner Meisner moved to table this item until we have further information. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to award the proposal of the Ticket Taker Usher Service to Caliche after Prom Committee in the amount of $3500. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner moved for the approval of the Gate Keepers in the amount of $2000 to Birth Rights of Sterling. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to award the proposal to the Trash Disposal Service to Waste Management of Northeastern Colorado in the amount of $2050. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner move to approve the bid to Waste Management of Sterling Colorado Port-a-Potties in the amount of $1550. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to accept the proposal from Go Derby in the amount of $7800 contingent upon the approval of the final contract development and acceptance. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner move to award the bid to Protech Paving Maintance Company in the amount of $845. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to award the proposal to the Logan County 4-H Foundation for the Superintendent's BBQ in the amount of $8.50 per plate. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner moved to approve the agreement to terminate the Intergovernmental Agreement between the Emergency Management Office and Coordinator between Logan County

and the City of Sterling and the E-911 Authority Board. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to approve a Product and Services Agreement between Logan County and New Cloud Networks for PRI T-1 telephone service to the Logan County Courthouse and authorize a chairman to sign. Commissioner Meisner seconded and motion carried 3-0.

The Board moved on under Miscellaneous Business/Announcements:

The next regular business meeting of the Logan County Board of County Commissioner's is scheduled for Tuesday, March 17, 2015 at 9:00 a.m., here at the Commissioner's Hearing Room at the Logan County Courthouse.

Reconvene work session at 10:00 a.m.

There being no further business to come before the Board the meeting was adjourned at 9:52 a.m.

Submitted by: Marie T. Granillo

Logan County Clerk & Recorder (Deputy)

Approved: March 17, 2015

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Rocky L. Samber, Chairman

Attest:

_____
Logan County Clerk & Recorder

Logan County Advisory Board
Fair Board Application

RECEIVED FEB 18 2015 BY:

Name: Jennifer Wagner Occupation: Office Manager

Address: 16177 CR. 24 City/ State/ Zip Sterling, CO 80751

Telephone: _____ Cell Phone: 970-520-1029 Email: wagneraddie wagner @ yahoo.com

____Advertising Chair
____Bull Riding Chair
____Commercial Exhibit Chair
____Demolition Derby Chair
____Entertainment Chair
____ Event Seating Chair
____Fair Manager
____Horse Events Chair
____Livestock Exhibit Chair
____Parade Chair
____ Rodeo Chair
X Queen Coordination Chair
____ Sponsorship Chair
____Youth & Open Exhibit Chair
____Youth Rodeo Chair

My Qualifications are: I am involved in the community and other organizations. I ran for queen a few years + served as attendant. I have been involved in 4-H + Rodeo all of my life.

~~I am interested in serv~~ing because: I have been around the organization and youth for a long time and would like to get the program going again to make it better and get the girls involved in the community.

Jennifer Wagner 2-18-2015
Signature Date

CLERK FEES COLLECTED FOR THE FEBRUARY 2015

RECORDING FEES RETAINED

Real Estate Recording	5,315.00	
Surcharge	284.00	
Documentary Fees	563.68	(22)
Torrens Title Recording (1/2 to General Fund)	40.00	(02)
Marriage/Civil License	56.00	(08)
Copies/Faxes/Notary	662.00	
Misc. Recording	3,020.00	
Misc. Election	8,584.00	
Short Check Fees	40.00	
Total	**$18,564.68**	

RECORDING FEES TO STATE

Marriage/Civil License CO	160.00
Marriage/Civil License VR	24.00
TOTAL TO STATE	**$184.00**

MOTOR VEHICLE FEES RETAINED

State Sales Tax Vendor Fee	1,479.71
City Sales Tax Vendor Fee	1,562.39
Summary Title Apps	2,554.00
Other Fees	7,688.25
No Insurance Ticket Fee	2.50
Total County Registration Fees (General Fund)	9,521.50
County Special Purpose Fund (General Fund)	1,326.50
Police Training Vendor Fee (General Fund)	100.93
Registration Fees ($1.50/$2.50)	8,538.00
County MV Late Reg Fees	1,960.00
Ownership Tax Distributed	158,584.20
County Sales Tax	40,640.21
Total	**$233,958.19**

MOTOR VEHICLE FEES TO STATE

Sales Tax -- State of Colorado	42,955.90
Registration Remittance Fees	191,174.50
Title Remittance Fees	1,950.20
Sales Tax -- RTA	1,018.95
TOTAL TO STATE	**$237,099.55**

MOTOR VEHICLE FEES TO CITY

Sales Tax -- City of Sterling	$29,685.50

Ownership Tax collected by Dept of Rev (Class A)	$34,999.84
Ownership Tax collected by Dept of Rev (Class F)	$1,497.41
FEES RETAINED THIS MONTH	**$289,020.12**
FEES RETAINED YEAR TO DATE	**$598,276.50**

approved
1 yr -

EXTREME RODEO Challenge

WILD WEST CATTLE COMPANY

AMERICAN BULLFIGHTING LLC

38050 WCR 53 . Eaton, Colorado . 80615 . 970-581-2708

To Logan County Fair and Rodeo

First of all thank you for putting on such a great event over the past years and letting us be a part of it. With the great work of your fair board and volunteers the Professional Bull Riding event has quickly become one of the Touring Pro's elite events.

Wild West Cattle has provided a state of the art portable arena for this event over the past years and as you know the arena and its configuration is a large part of any events success. We continue to add critical elements to our arena keeping it very safe and functional.

When it comes to producing bull riding and rodeo events we are seasoned veterans always striving to have fast paced, action packed, and affordable events. We are always open to new ideas that will make a show better and more enjoyable for all. Several of our events have been featured on Altitude Sports and Entertainment Television. Our relationship with Altitude may offer the possibility of having your event televised if wanted.

Quality personnel is essential to a successful production and only professionals are used in these positions. Often this is the hardest category to bid, Logan County is at an advantage because of the mid week date. Affordable and action packed specialty acts are also essential to the success of your event. In our proposal we have freestyle bull fighting and mini bull riding as the added attractions. We offer more options and will incorporate any event you as a committee want. In short we will only use the best in announcers, clowns, pickup men, sound, bullfighters and of course stock contractors.

The PBR expense portion of this bid is a very close estimation, the actual cost could vary a little. If the actual cost decreases to the PBR we will pass the savings on to you.

Wild West Cattle would also like to add that a multi year contract could take effect as long as it is agreed that any increase in fees the PBR adds would be added into contract and that a 2.5% increase in the budget would also take effect.

Thank you for letting Wild West Cattle be a part of your events in the past and we would be greatly honored to be a part of your future.

Once again Thank You

Kevin Rich

Kevin Rich / Owner Wild West Cattle
Any questions please call 970.581.2708

Logan County PBR
August 4th, 2015 @7:00 pm

Expenses

	PBR	$	15,000.00
	Added Purse Money		
	Approval Fee		
	Championship Round Insurance		
	Sancitoning Fee		
	Bucking Stock	$	7,000.00
52	Bucking Bulls *(including rerides)*		
	Personnel	$	9,000.00
	Announcer		
	Clown		
	Pickup Man		
	Bullfighter		
	Bullfighter		
	Back Pens Labor		
	Sound		
	Office		
	Judge		
	Judge		
	Arena Labor		
	Arena Expense	$	7,000.00
	Arena		
	Set Up / Tear Down		
	Event Expense W/O Specialy Act	***$***	***38,000.00***
	Specialty Act Options	$	4,000.00
4	*Freestyle Bullfighting*	*$ 2,500.00*	
8	*Minature Bullriding*	*$ 1,500.00*	
	Total With Specialty Acts	***$***	***42,000.00***

STATE OF COLORADO
STATE BOARD OF LAND COMMISSIONERS

Tower Site Lease No.109380

Site Name: Reiradon Hill

THIS LEASE is entered into at Denver, Colorado, this 12th day of March, 2015, by and between the State of Colorado, acting by and through its State Board of Land Commissioners ("Board"), whose address is 1127 Sherman Street, Suite 300, Denver, CO 80203, and **Logan County, Board of County Commissioners** ("Lessee"), a Colorado corporation, having an address **315 Main Street, Sterling, Colorado 80751.**

Whereas, the Board and the Lessee entered into a cell tower lease S-42922 on May 12, 2000 which expired on May 2010 ("Previous Lease"); and

Whereas, the Lessee will pay back rent from the period of May 2010 through March 11, 2015 ("Gap Period") which is calculated using annual CPI adjustments during the Gap Period pursuant to the Previous Lease; and

Whereas, the Board will waive any late penalties, interest or any other fees related to the rental amount during the Gap Period; and

Whereas, the Board and the Lessee would like to replace the Previous Lease with this Tower Site Lease No.109380.

In consideration of the terms, covenants and conditions set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DESCRIPTION OF THE PREMISES

The Board leases to the Lessee and Lessee leases from the Board, exclusively for the purposes indicated below, the School Trust lands, in the County of Logan, Colorado, described as follows ("Premises"):

Township Seven North, Range Fifty-one West, 6th PM Logan County

Section Eleven (11): In the west one-half being more particularly described by metes and bounds as follows:

Beginning at a point that bears South 89°55'00" East a distance 1922.35 feet from the southwest corner of said Section 11, along the south boundary of said Section 11;
Thence North 00°05'00" East a distance of 2714.20 feet to the true point of beginning;
Thence North 51°42'10" East a distance of 400.00 feet to a point;
Thence South 08°17'50" East a distance of 400.00 feet to a point;
Thence North 68°17'50" West a distance of 400.00 feet to the true point of beginning.

Containing 1.59 acres, more or less.

2. CONDITION OF LEASED PREMISES

Lessee represents that Lessee has had an opportunity to inspect the Premises prior to entering into this lease, and Lessee accepts the Premises in their present condition and acknowledges that the Premises are in all respects suitable for the purposes permitted. The Board disclaims any and all obligation to provide access to the Premises (except as expressly set forth in this lease), or to fence, make any repairs to or construct any improvements upon the Premises (except as expressly set forth in this lease); and the Board does not warrant that the Premises are suitable for the permitted purposes.

3. USE OF THE LEASED PREMISES

The use of the Premises shall be limited to constructing, operating, repairing, replacing, upgrading, removing and maintaining a communications tower site and related appurtenances ("Facilities") for county operated non-profit television translator tower and facilities. The use of the Premises shall also include the right of ingress and egress 24 hours per day, 7 days per week for the sole purpose of constructing, operating, repairing, replacing, upgrading, removing and maintaining said Facilities, including the installation, repair, replacement, upgrading, and maintenance of utilities related to the Facilities. No other use of the Premises by Lessee shall be permitted. The sole and singular user of the Premises shall be the Lessee named herein and its authorized agents and subcontractors. Lessee shall be solely responsible for all of its subcontracting and agency arrangements and performance by such parties in compliance with the provisions of this lease.

4. LEASE TERM

This lease is effective March 12, 2015. The term shall be (10) years, until May 12, 2025 subject to the covenants and agreements herein.

5. EXTENSION TERMS AND ADJUSTMENTS

At the Board's sole discretion, the Board may agree to an extension of this lease for one (1) additional five (5) year period on terms and conditions set forth by the Board, including an adjusted rental amount, and agreed to by both parties provided a notice of intent to enter into such extension shall be given in writing to the Board no later than six (6) months prior to the expiration of the initial lease term. An extension will only be granted if the Lessee is in full compliance with all requirements of this Lease. The rental amount will be subject to review and adjustment at approximately the beginning of the five (5) year renewal period by the Board, and shall replace any prior rental amount.

6. RENTAL

The rental amount for the first year beginning March 12, 2015 shall be the sum of two thousand four hundred eighty seven and no/100 Dollars ($2,487.00), with a four percent (4%) annual increase. The annual increase shall commence with the rent for the period of March 2016 through March 2017. Back rent in the sum of ten thousand six hundred ten and no/100 Dollars ($10,610) will be due upon execution of this lease for the Gap Period of May 2010 through March 11, 2015. The rent payment for the period of March 12, 2015 through March 11, 2016 shall be due upon execution of this lease, along with the back rent for the Gap Period. For every year after the initial year, Lessee must pay the annual rent in advance prior to March 12. Lessee shall pay to the Board the rental amount due each and every year, in advance, during the term of this lease at the office of the State Board of Land Commissioners, Denver, Colorado. No portion of any prepaid rental amount is refundable, unless otherwise stated herein.

7. INSURANCE

The Lessee at its sole cost and expense, shall during the entire term hereof procure, pay for and keep in full force and affect the following types of insurance:

A. Property Insurance

A policy of property insurance covering all insurable improvements located on the Premises (except for land, foundation, excavation, and other matters normally excluded from coverage), in an amount not less than necessary to cover the replacement cost. Such insurance shall afford protection against at least the following: (i) loss or damage from fire and other perils normally covered by the standard extended coverage endorsement; and (ii) such risks as shall customarily be covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement where such is available. Permission is granted to Lessee to self insure this coverage as provided in Section E below.

B. Liability Insurance

General liability insurance covering the improvements and Premises insuring the Lessee in an amount not less than two million dollars, and covering bodily injury, including death to persons, personal injury, and property damage liability. Such coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Premises. Coverage shall also include all legal expenses and other costs incurred by the Board related to any claim under this lease.

C. Other Risks

In addition, the Lessee shall obtain insurance against such other risks of a similar or dissimilar nature, as the Board shall deem appropriate. Lessee shall also provide workers compensation insurance.

D. General Provisions of Insurance Policies

1. All policies of insurance carried by the Lessee shall name the Lessee as insured and shall include the Board as an additional insured.

2. The policy shall contain a provision that it cannot be cancelled until insurers have endeavored to provide at least thirty (30) days prior written notice thereof to the Board.

3. Notwithstanding anything to the contrary contained herein, the Lessee's obligation to carry insurance as provided herein may be brought within the coverage of a "blanket" policy or policies of insurance carried and maintained by the Lessee, so long as such policy(s) segregates the amount of coverage applicable to the Premises.

4. A current certificate(s) of insurance shall be provided to the Board prior to the commencement of this lease, upon renewal, and at the request of the Board. The certificate shall refer to the location of the Premises and the lease number of this lease.

E. Deductibles and Self Insurance: As a governmental entity and in lieu of insurance with a third party insurance company, Lessee may provide proof that the Lessee is self-insured or participates in an insurance pool that provides coverage in an amount no less than two million dollars. Any deductibles or self-insured retentions must be declared to the Board. All deductibles, retentions, or "self-insured" amounts shall be subject to the following:

1. Lessee shall be responsible for all claims and liabilities that fall within the Lessee's deductible.

2. Any self-insured exposure shall be deemed to be an insured risk under this lease.

3. Lessee shall provide to the beneficiaries of all such amounts no less insurance protection than if such self-insured portion was fully insured by an insurance company of the quality and caliber required hereunder.

8. PERFORMANCE BOND

The Lessee shall execute a bond (or other sureties as may be approved by the Board) at the time this lease is executed by the parties in the amount of Five Thousand and no/100 Dollars ($5,000.00). The bond shall guarantee performance of the covenants of the lease. The bond shall consist of cash, bank certificate of deposit, or other sureties as may be approved by the Board. However, if the bond is other than cash, the bond must be in a form that will guarantee payment in cash to the Board upon receipt by any bank or insurance company of written demand by the Board, without further condition. The Board shall return the bond to the Lessee if and when it deems performance of the covenants of the lease to be complete. In Lessor's discretion, the Lessor may draw upon the bond after Lessee has failed to perform its obligations under the lease beyond the stated cure periods provided in the lease.

9. CONSTRUCTION OF IMPROVEMENTS

A. The improvements and Facilities existing on the Premises as of the commencement date of this lease have been authorized by the Board. No improvements or facilities (including access roads), other than the Facilities or roads that exist on the commencement date of this lease, shall be built or placed upon the Premises without the prior written consent of the Board, which shall not be unreasonably withheld, conditioned, or delayed. Lessee shall provide designs, construction plans, and building specifications for the Board's review and approval prior to construction of any improvements. Lessee shall not commence to build any structure or permanent improvement or construct replacements, additions, or significant alterations of any kind without first obtaining said approval. The existing improvements and Facilities and future improvements placed upon the Premises by the Lessee with the Board's written authorization shall be referred to herein as "Authorized Improvements".

B. Upon the termination of this lease, and provided Lessee is not then in breach of or in default under this lease, all Authorized Improvements shall, at the Lessee's option, either be:

   1. Removed by Lessee without damage to the Premises; or
   2. Sold by Lessee to a subsequent lessee of the Board.

   If improvements are removed, Lessee shall comply with the provisions of Section 21 "Surrender."

C. All Authorized Improvements, unauthorized improvements and/or personal property not so removed or sold within ninety (120) days after termination of this lease shall be deemed abandoned and may, at the Board's option, be removed by the Board at the Lessee's expense in accordance with Section 21, retained by the Board for use by subsequent lessees, or sold by the Board with all proceeds going to the Board.

D. Lessee shall not be entitled to compensation for, or to sell or remove, any Authorized Improvements or unauthorized improvements when the lease is terminated by the Board for violation by the Lessee of the lease provisions. At the Board's option, the Authorized Improvements, unauthorized improvements and/or personal property on the Premises shall be removed by the Board at the Lessee's expense, retained by the Board for use by subsequent lessees, or sold by the Board with all proceeds going to the Board.

E. Any improvements or facilities shall be constructed in a manner that minimizes soil disturbance and native vegetation as much as possible, and any utilities required hereunder shall not be larger than is minimally necessary to provide utilities services required by the Facilities. Whenever reasonably possible, telecommunications lines shall be placed along existing or newly developed access road rights-of-way and construction of new access roads shall be minimized.

F. Lessee shall make a reasonable effort to treat the existing occurrences of noxious weed species (Ex. Canada Thistle) on the Premises and to prevent the spread of noxious weeds from other areas by washing vehicles and other equipment, stockpiling topsoil separately from other fill materials, and in cases where timely natural revegetation of native plants is not likely to occur, to seed bare sites with native plant species as soon as appropriate to prevent establishment of undesirable plant species.

10. NO PARTNERSHIP

Nothing in this lease shall cause the Board in any way to be construed as a partner, a joint venturer or associated in any way with the Lessee in the operation of the Premises, or subject the Board to any obligation, loss, charge or expense connected with or arising from the operation or use of the Premises or any part thereof.

11. MAINTENANCE AND REPAIR

The Board shall have no duty of maintenance or repair with respect to the Premises, Facilities, or any improvements constructed thereon. The Lessee shall keep and maintain the Premises, Facilities, and improvements thereon in constant good order and repair in the same condition as when initially constructed, ordinary wear and tear excepted. All repairs made by the Lessee shall be at least equal in quality to the original improvements.

12. DAMAGE OR DESTRUCTION

In case of damage to or destruction of the Authorized Improvements and/or Premises or any part thereof, by any cause whatever, the Lessee shall give or cause to be given to the Board prompt notice of such occurrence and shall promptly proceed with due diligence to repair, restore, replace or rebuild so as to make the Premises and Authorized Improvements at least equal in quality to the original improvements, restore the same to such modified plans as shall be previously approved in writing by the Board, or remove all Authorized Improvements and restore the Premises to a native vegetative condition.

13. TAXES, UTILITIES AND OTHER EXPENSES

It is understood and agreed that this Lease shall be a net lease with respect to the Board, and that all taxes, assessments, insurance, utilities and other operating costs including those which could otherwise result in a lien being placed against the Premises or the Authorized Improvements as well as the cost of all repairs, remodeling, renovations, alterations, and improvements, and all other direct costs, charges and expenses of any kind whatsoever respecting the Premises and the Authorized Improvements shall be borne by the Lessee and not by the Board so that the rental return to the Board shall not be reduced, offset or diminished directly or indirectly by any cost or charge, nor subject to suspension or termination for any cause. If Lessee is a tax exempt entity, it shall be Lessee's responsibility to obtain and maintain such tax exemption, to provide proof of such exemption and to receive the benefits of such exemption.

14. INSPECTION RIGHTS

The Board or its authorized representatives may from time to time, at any reasonable hour, and with prior notice and escort, enter upon and inspect the Premises and/or the Authorized Improvements, or any portion thereof to ascertain and secure compliance with this lease, but without obligation to do so or liability therefor. However, no prior notice or escort shall be required by the Board to enter upon and inspect unfenced areas of the Premises and the Authorized Improvements in emergencies. Lessee hereby grants to the Board a non-revocable license for such access over and across Lessee's other lands during the term of this lease.

15. LIABILITY AND INDEMNITY

A. The Board shall not be liable to the Lessee, its agents, employees, invitees, patrons or any other person whomsoever, for injury to or death of any person or damage to or loss of property in, upon or adjacent to the Premises or other property contiguous or appurtenant thereto, which may arise during the Lessee's development, use or occupancy of the Premises or by any person so doing through or under the Lessee or with its permission, express or implied. The Lessee further waives any claim against the Board regarding the Board's approval or disapproval of any plans or specifications whether or not defective.

B. Lessee agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees (each an "Authorized Party") to the full extent permitted by law.

16. RESERVATIONS TO THE BOARD

This lease is subject to any and all presently existing easements, rights-of-way and other interests, whether or not visible on the ground; and, in addition to its reversion upon termination of this lease, the Board hereby reserves:

A. The right to sell, exchange, or otherwise dispose of all or any portion of the Premises during the term of this lease.

B. The right to cancel this lease as to all or any portion of the Premises, upon one year's prior written notice to the Lessee, if the Board elects to sell, exchange, otherwise dispose of, or otherwise lease all or any portion of the Premises free and clear of this lease, refunding to Lessee the unearned portion of the prepaid rental amounts.

C. The right to lease all or any portion of the Premises to other persons for the purposes of exploring for and removing timber, minerals, ores, metals, coal, asphaltum, oil, gas, sand, gravel, clay, quarry products, peat, geothermal resources, and all other naturally occurring resources, together with reasonable and adequate rights of entry and surface rights necessary or convenient to exercise such reserved rights, so long as the exercise of such rights do not unreasonably interfere with Lessee's authorized use of the Premises.

D. All water, water rights, ditch rights, water stock and/or ditch stock appurtenant to or used in connection with the Premises including wells, rights in ditch, water in canal organizations or companies. All such uses shall be and remain the property of the Board. The Lessee may not explore, drill, or establish any water use right or well without written permission of the Board. If the Lessee establishes or adjudicates any water right or use on the Premises, it shall be in the name of the Board.

E. The right to administrative access to the Premises under Section 14 "INSPECTION RIGHTS".

F. The right at any time to grant any right-of-way or easement upon, over or across all or any portion of the Premises so long as the exercise of such rights does not unreasonably interfere with Lessee's authorized use of the Premises. If and when such right-of-way or easement is granted, the Lessee shall be compensated by the grantee for any damages to Lessee's personal property and Authorized Improvements. The Board reserves the right to use, or permit the use of, the lands within the utilities corridor for any new purpose which will not unreasonably interfere with or endanger Lessee's Facilities or use of the Premises. Lessee agrees to permit and not interfere with the new or additional uses that meet the requirements of this Section 17.

G. The right to put the Premises to additional uses by granting additional leases, permits, access, or rights to the Premises or any portion thereof, at any time and for any purpose, including but not limited to hunting, fishing and other recreational purposes so long as the exercise of such rights do not unreasonably interfere with Lessee's authorized use of the Premises.

H. All rights, privileges and uses of every kind or nature not specifically granted to Lessee by this lease so long as the exercise of such rights does not unreasonably interfere with Lessee's authorized use of the Premises.

17. ASSIGNMENTS, SUBLEASING AND ENCUMBRANCES

This lease shall be binding on the parties hereto, their heirs, representatives, successors, and permitted assigns.

A. This lease shall not be assigned, transferred or sold, voluntarily or by operation of law, without the prior written consent and upon such terms and conditions as determined by the Board, which shall not be unreasonably withheld, conditioned, or delayed. It shall be understood that any name change, or changes in ownership of the Lessee shall be considered an assignment. Lessee shall be required to submit an assignment fee of ten percent (10%) of the current annual rental amount at the time of its notification to the Board. There shall be no partial assignments of this lease.

B. Assignment or other transfer without written consent of the Board shall not effect a novation of this lease, and shall, nevertheless, make the assignee responsible and liable, along with the Lessee, for performing this lease. The acceptance by the Board of any payment due hereunder from any person other than the Lessee shall not be deemed a waiver by the Board of any provision of this lease or to be consent to any assignment.

C. Subleasing, encumbering, pledging or otherwise transferring this lease is expressly prohibited under the terms of this lease except as expressly provided in this lease.

D. Subleasing (including co-location of facilities not belonging to Lessee) is prohibited without the prior written consent of the Board, which consent will not be unreasonably withheld, conditioned or delayed. Lessee shall request and obtain the Board's approval of any proposed subleasing or co-location of facilities prior to entering into any agreement to co-locate and prior to co-location of facilities on the Premises. Within thirty- (30) calendar days of the anniversary date of this lease (one-year after this lease is entered into and each subsequent one-year date thereafter), the Lessee shall provide a report of all approved subleases including an accounting of the related sublease income and gross receipts received, including in-kind services and equipment. At that time, Lessee shall pay to the Board an amount equal to 25% of gross receipts received by Lessee during the previous year from subtenants. All entities with subleasing arrangements that include land outside of the boundaries of the Premises shall be required to enter into a separate agreement with the Board.

E. Lessee shall be responsible to assure that the sublessees comply with all the terms, conditions, and covenants of this lease. A breach or default of this lease by a sublessee shall be considered a breach of the lease as if the Lessee had committed the breach; however, Lessee shall still be responsible for the performance and liabilities of all terms, conditions and covenants of this lease.

18. PROTECTION, CONSERVATION AND COOPERATION

Lessee shall not permit, commit, or allow, and shall protect the Premises against, any loss, damage, any dangerous condition, injury, or waste, except as caused by persons granted other uses of the Premises by the Board. Lessee may use the Premises only for the purposes granted and in accordance with good resource conservation practices. Lessee shall not cut, remove, or use or allow to be cut, removed or used, any timber or trees, or remove, use or allow to be removed or used any minerals, ores, metals, coal, asphaltum, oil, gas, sand, gravel, clay, quarry products, peat, geothermal resources or other naturally occurring resources unless approved in advance in writing by the Board. Lessee shall conduct all activities on the Premises in a manner that protects soil fertility and forage production, and does not contribute to soil erosion, noxious weeds or pests. Lessee shall comply with all applicable federal, state and local laws, ordinances, and regulations, including but not limited to criminal, land use, fencing, noxious weed, environmental, wetlands protection, hazardous waste, health and safety laws, ordinances and regulations.

19. DEFAULTS AND REMEDIES

A. Defaults

The occurrences of any one or more of the following events shall constitute a default hereunder by the Lessee:

1. Failure by the Lessee to make any payment of rental or other payment of additional rental or charge required to be made by the Lessee hereunder, as and when due.

2. Use of the Premises by the Lessee, its successors and assigns or attempted use of the Premises for any other purpose than those permitted by this lease without the prior written consent of the Board.

3. Failure by the Lessee to perform any of the covenants, conditions or requirements contained herein. Provided further that if the nature of the Lessee's default is such that more than thirty (30) days are reasonably required to cure such default then the Lessee shall not be deemed to be in default if the Lessee shall commence such cure within said thirty (30) day period and thereafter diligently pursue such cure to completion.

Any of the above events of default may be cured by the Lessee within thirty (30) days after written notice thereof from the Board to the Lessee in accordance with Section 24.I below, entitled "Notices".

B. Remedies

In any event of default and in addition to any or all other rights or remedies of the Board hereunder or by the law provided, the Board may exercise the following remedies at its sole option:

1. Termination. Terminate the Lessee's right to possession of the Premises by any lawful means, in which case this lease shall terminate and the Lessee shall immediately surrender possession of the Premises to the Board according to the terms of Section 20 below, entitled "SURRENDER". In such event of termination the Board shall be entitled to recover from the Lessee:

   a. The unpaid rental, taxes and damages which have accrued up until the time of termination together with interest; and

   b. Any other amount necessary to compensate the Board for the Lessee's failure to perform its obligations under this lease or which would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary repair, renovation and alteration of the Premises, and any other reasonable costs.

   c. The interest shall be three percent (3%) per month or portion thereof. Said interest shall accrue from the dates such amounts accrued to the Board until paid by the Lessee.

2. Rental During Unlawful Detainer. In any successful action for unlawful detainer commenced by the Board against the Lessee by reason of any default hereunder, the reasonable rental value of the Premises for the period of the unlawful detainer shall be two (2) times the current rental and other charges or payments, prorated on a per diem basis, to be made by the Lessee under this lease for such period.

3. Interest and Processing Fees. Interest and processing fees in the amount of three percent (3%) per month or portion thereof shall be imposed for late payments and improper or partial payments. Said interest and processing fees shall accrue from the dates such amounts accrued to the Board until paid by the Lessee.

4. Cumulative Rights. The rights and remedies reserved to the Board, including those not specifically described, shall be cumulative, and the Board may pursue any or all of such rights and remedies, at the same time or separately.

20. SURRENDER

A. Lessee may cancel this lease for any reason by giving the Board ninety days written notice prior to the intended cancellation date, and agreeing to termination in accordance with this section. No portion of any prepaid rental amount is refundable. Lessee's obligations after the initial year of the term are dependent upon the allocation of sufficient funds being budgeted and appropriated for each ensuing fiscal year.

B. Upon expiration or termination of this lease, the Lessee shall peaceably and quietly leave, and surrender possession of the Premises to the Board in accordance with Section 10 titled "Construction of Improvements.", and at its own expense shall promptly and diligently within one-hundred twenty (120) days remove, demolish and/or clear off from the Premises all Authorized Improvements, unauthorized improvements, and personal property and restore the Premises to its original or native vegetative condition regardless of whether the Lessee has funds budgeted and allocated for the removal and restoration. Any Authorized Improvements, unauthorized improvements and personal property remaining after thirty (30) days beyond the original 120 day removal period shall, at the option of the Board, become the property of the Board, at the Board's discretion. The Board can seek reimbursement from Lessee for any costs associated with removing and disposing of any property or improvements remaining on the Premises after thirty (30) days beyond the original 120 day removal period.

C. Notwithstanding any provisions to the contrary, the Lessee shall have no right to remove, alter or demolish all or part of the Lessee's improvements at anytime the Lessee is in default or breach of any term, provision or covenant of this lease.

21. HAZARDOUS SUBSTANCES

A. The Lessee shall not place, store, use or dispose on the Premises, temporarily or permanently, any substance that is hazardous, toxic, dangerous or harmful or which is defined as a hazardous substance by the Comprehensive Environmental Response Compensation and Liability Act, 42 USC §9601; except any potentially "hazardous substance" contained within batteries installed by Lessee at the Premises, which shall be used and stored in compliance with all federal, state, and local environmental laws for the sole purpose of supplying electrical power to the Facilities. These substances shall be referred to collectively as "hazardous substances".

B. The Lessee is also prohibited from storing any gasoline or other fuel on the Premises without the Board's prior written permission; except Lessee is permitted to store diesel, propane or gasoline fuel in a tank on the Premises for the sole purpose of supplying fuel to the Facilities in the event of an electrical power outage, provided that a spill containment structure is installed in a manner that is capable of holding the entire volume of the tank in the event of a tank spill or rupture. Such written permission shall be at the Board's sole discretion and upon such terms and conditions as determined by the Board.

C. The Lessee shall immediately notify the Board of all spills, releases, inspections, correspondence, orders, citations, notices, fines, response and/or cleanup actions, and violation of laws, regulation or ordinance which effect the Premises.

22. CONDEMNATION

A. In the event Board receives notification of any condemnation proceedings affecting the Premises, Board will provide notice of the proceeding to Lessee within ten (10) business days.

B. If all of the Premises are taken by any public authority under the power of eminent domain, this lease shall terminate as of the date possession was taken by said public authority pursuant to such condemnation. If part of the Premises is taken and, in the opinion of either the Board or the Lessee, it is not economically feasible to continue this lease, either party may terminate this lease.

C. Such termination by either party shall be made by notice to the other party given not later than thirty (30) days after possession is so taken. If part of the Premises is taken and neither the Board nor the Lessee elects to terminate this lease, the payment due under this lease shall be abated in the same proportion as the portion of the Premises so taken bears to the whole of the Premises.

D. All damages awarded for the taking or damaging of all or any part of the Premises, or Board-owned improvements thereon, shall belong to and become the property of the Board, and the Lessee hereby disclaims and assigns to the Board any and all claims to such award. The Board shall not claim any interest in any Authorized Improvements. Lessee may pursue a separate award from the condemnation authority for its relocation expenses and for the loss of or damage to its Facilities.

E. If the temporary use (defined as less than one year) of the whole or any part of the Premises shall be taken at any time during the term of this lease, the Lessee shall give prompt notice thereof to the Board; however, the term, rentals and other obligations of the Lessee under this lease shall not be reduced or affected in any way. The Lessee shall be entitled to compensation as determined by applicable law for any such temporary taking of the Premises.

23. LIENS AND CLAIMS

A. Mechanics' Liens

The Lessee shall not suffer or permit to be enforced against the Premises, or any part thereof, or any improvements thereon, any mechanics', materialmen's, contractors', or subcontractors' liens arising from, or any claim for damage growing out of the work of any construction, repair, restoration, replacement or improvement, or any other claim or demand howsoever the same may arise, but the Lessee shall pay or cause to be paid all of said liens, claims, or demands before any action is brought to enforce the same against the Premises or improvements.

B. Rights to Contest

Notwithstanding the foregoing, if the Lessee shall in good faith contest the validity of any such lien, then the Lessee shall at its sole expense defend itself and the Board against the same and shall pay and satisfy any adverse expense or cost or adverse judgment that may be rendered thereon before the enforcement thereof against the Board or the Premises, upon the condition that if the Board shall require, the Lessee shall furnish a surety bond satisfactory in form and amount to the Board. Said bond shall not be less than one hundred twenty percent (120%) of such contested lien indemnifying the Board against liability for the same, and holding the Premises free from the effect of such lien.

C. Posted Notice

The Lessee shall, upon execution of this lease at its cost, prepare a Notice, pursuant to CRS §38-22-105, and cause the same to be posted for the purpose of protecting the Board against any liens or encumbrances upon the Premises by reason of work, labor, services or materials contracted for or supplied to the Lessee.

24. MISCELLANEOUS

A. False Statements

Any false certification or statement by the Lessee in the application, public disclosure statement or qualification of financial responsibility statement required to be submitted with the application for the lease, or in any other document or report required to be submitted under this lease, shall at the discretion of the Board, result in termination of this lease and an action for damages.

B. Lease Document Controls

In the event of inconsistency or conflict between this lease and documents incorporated herein by reference, this lease agreement shall control.

C. Compliance with Laws

The Lessee shall comply with all applicable federal, state and local ordinances, regulations and laws regarding the Premises and activities conducted thereon or by virtue thereof. Furthermore the Lessee shall not use or permit the Premises to be used in violation of any such rule, regulation or law or for any purpose tending to damage or harm the Premises or improvements thereon or adjacent thereto, or the image or attractiveness thereof, or for any improper, offensive or immoral use or purpose, or in any manner which shall constitute waste, nuisance or public annoyance.

D. Lessee's Authority

If the Lessee is an entity other than an individual, each individual executing this lease on behalf of said entity represents and warrants that he or she is duly authorized to execute and deliver this lease on behalf of said entity and that this lease is binding upon said entity in accordance with its terms. The Lessee shall deliver a certified copy of the appropriate document evidencing authorization for such execution.

E. Entire Agreement

This lease and all documents incorporated herein by reference represent the entire agreement between the parties hereto. No oral agreement or implied covenant shall be held to vary the provisions hereof.

F. Amendments

This lease shall not be amended or ratified except by written document executed by the parties hereto.

G. Certain Rules of Construction

Time is of the essence in the performance of this lease. Unless the context clearly implies otherwise, each and every act to be performed or obligation to be fulfilled by the Lessee under this lease shall be performed or fulfilled at the Lessee's sole cost and expense.

H. Governing Law and Venue

This lease shall be governed by and construed in accordance with the laws of the State of Colorado and Venue shall be in the City and County of Denver.

I. Notices

Every notice, demand, request, designation, consent, approval or other document or instrument required or permitted to be served hereunder shall be in writing, shall be deemed to have been duly served on the day of receipt or rejection and shall be sent by registered or certified United States mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service which provides written evidence of delivery, as addressed to the parties hereto. The parties may change the place for serving of such papers on it, or provide for the delivery of not more than two (2) additional copies, by giving the other party at least thirty (30) days prior written notice to such effect. Notices shall be sent to:

Lessee:
Logan County, Board of County Commissioners
315 Main Street
Sterling, CO 80751

Board:
Colorado State Board of Land Commissioners
/co COMM 109380
1127 Sherman Street Suite 300
Denver, Colorado 80203

J. Severability

If for any reason provisions of this lease or the application thereof to any person or circumstances, shall to any extent, be deemed invalid or unenforceable, the remainder of this lease shall not necessarily be affected thereby and each provision of the lease shall be valid and enforceable to the fullest extent permitted by law.

25. HOLDING OVER

If Lessee remains in possession of the Premises after the termination of this lease (by expiration or otherwise) Lessee shall be liable for rental during such holdover possession. The rental shall not be less than the rate agreed upon in this lease, and the Board may fix a new rate, which shall be paid by the Lessee during continued occupancy. At the Board's option, the Lessee shall be construed to be in possession of the Premises and to be occupying the same so long as the Premises are used in any way to any extent by Lessee, or so long as any of his authorized or unauthorized improvements remain on the Premises. Continued occupancy shall not establish a new or extended lease term or other right, no matter how long maintained and regardless of the Board's knowledge thereof.

26. AUTHORITY

This lease is entered into pursuant to the authority granted to the Board by Colorado law. Board and Lessee each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this lease and bind itself hereto through the party set forth as signatory for the party below.

IN WITNESS WHEREOF, the Board and the Lessee, by their signatures below, agree to the terms of this lease:

LESSEE:

Logan County, Board of County Commissioners

By: _____ Date: _____

[Insert name, title]

BOARD:

STATE OF COLORADO BY THE
STATE BOARD OF LAND COMMISSIONERS

By: _____ Date:

_____

David Rodenberg, Right-of-way/Towersite Manager