

**CITY OF CREEDE, COLORADO
RESOLUTION NO. 21-19**

**A RESOLUTION OF THE CITY OF CREEDE, COLORADO,
APPROVING AN AMENDED AND EXTENDED LEASE AGREEMENT
WITH KENTUCKY BELLE**

WHEREAS, on April 13, 2010, the City of Creede, CO entered into a lease agreement for a term of fifteen (15) years beginning on April 14, 2010, and ending on April 14, 2025 for the property described on Exhibit A; and

WHEREAS, the parties now wish to amend and extend that lease;

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the City of Creede, Mineral County, Colorado, that:

Section 1. The Board of Trustees hereby approves the attached amended and extended lease agreement with Kentucky Belle.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The City Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND SIGNED THIS 7th DAY of DECEMBER 2021.

ATTEST:

By 
Sarah Ethim-Williamson, city Clerk

CITY OF CREEDE

By 
Jeffrey Larson, Mayor

AMENDED AND RESTATED KENTUCKY BELLE LEASE AGREEMENT

This Lease Agreement is entered into this 7th day of December 2021, by and between the City of Creede, a Colorado municipality ("Landlord") and Critter Creek Enterprises, LLC, d.b.a. Kentucky Belle Market ("Tenant").

WHEREAS, on April 13, 2010, Landlord and Tenant entered into a lease agreement for a term of fifteen (15) years beginning on April 14, 2010, and ending on April 14, 2025 for the property described on Exhibit A; and

WHEREAS, the parties now wish to amend and extend that lease;

NOW THEREFORE, for good and valuable consideration, and for the mutual promises and covenants contained herein, the parties agree as follows:

1. The property described on EXHIBIT A is a parcel of land lying and being situate between 2nd and 3rd Streets and Rio Grande Avenue and Loma Street.
2. Tenant shall use the premises for the sole purpose of parking facilities and associated activities open to the public.
3. Term. This lease shall commence on the Effective Date and shall remain in existence for a period of 15 years, unless sooner terminated as herein provided.
4. As consideration for this lease, Tenant agrees to pay to Landlord the sum of one dollar (\$1.00) per year for the sum of fifteen dollars (\$15) being due and payable on January 1st, 2022.
5. Tenant shall not install any real improvements on the leased property without the prior written permission of the Landlord.
6. Tenant further agrees and warrants that:
 - a. Upon termination of this lease, Tenant shall return possession of the leased premises in good condition, wear and tear excepted.
 - b. Tenant shall not assign or sublet said premises without Landlord's prior written consent, which consent shall not be unreasonably withheld.
 - c. Tenant shall not make any material alteration to the premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld.
 - d. Tenant shall comply with all building, zoning, and health code regulations, and any other applicable laws for the use of said premises.



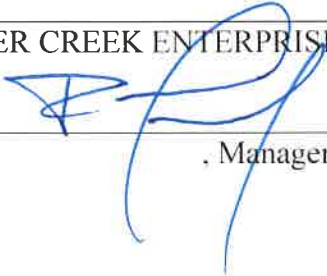
- e. Tenant shall not conduct or permit to be conducted any activity on the premises which violate federal, state, county, or city law ordinance.
 - f. Tenant agrees to list Landlord as an additional insured on Tenant's commercial general liability insurance policy.
 - g. Tenant agrees that it will not permit any form of hazardous waste to be accumulated or disposed of on the premises.
 - h. Tenant assumes full responsibility for any and all damages caused by Tenant's exercise of its activities as authorized by this Agreement. Tenant agrees that it will at all times protect, defend and indemnify and hold harmless the Landlord, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions, and court costs (including reasonable attorneys' fees), arising from or growing out of loss or damage to property, or injury to or death to any persons resulting in any manner from the actions or failure to act of Tenant, or any invitees, guests, agents, employees of Tenant whether brought by any of such persons or any other person arising from Tenant's activities as authorized by this Agreement. Tenant shall promptly pay to the Landlord, its successors or assigns, the full amount of any such costs, loss or damage which the Landlord, its successors or assigns may sustain or incur, or for which the Landlord, its successors or assigns, may become liable.
7. Tenant agrees and stipulates that, in the event it is in breach of the terms or covenants of this lease, and does not correct said breach within thirty (30) days of receipt of written notice from Landlord, Landlord may enter and take possession of the premises without further notice or legal action.
 8. The parties intend that this lease shall be binding upon the execution of the same and shall be binding and inure to the benefit of the parties, their successors, assigns.
 9. The Landlord shall not be liable for damages, of any kind or character arising from this lease for the subject matter of this lease, to any entity or person whomsoever.
 10. Any notice required or permitted under this lease shall be deemed received by the party to whom it is addressed when, hand-delivered to the party or, three (3) days after the notice is placed United States mail. Notice shall be addressed as follows:

| | |
|--|--|
| City of Creede PO Box 457 Creede, CO 81130 | Crittter Creek Enterprises, LLC. PO Box 819 Creede, CO 81130 |
|--|--|

11. Attorney Fees and Costs. In any action or proceeding involving a dispute between any of the parties hereto arising out of the execution of this agreement, or to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to receive from the other

party a reasonable attorney's fee, expert fees, and all of the costs incurred in connection with such action or proceeding to be determined by the Court.

12. Entire Agreement. This instrument constitutes the entire agreement between lessor and lessee; and it shall not be amended, altered, or changed, except by a written agreement signed by the parties hereto.

| | |
|--|---|
| <p>CITY OF CREEDE, COLORADO</p> <p>By  Jeffrey Larson, Mayor</p> <p>ATTEST:</p> <p> Sarah Effthim-Williamson, Town Clerk</p> | <p>CRITTER CREEK ENTERPRISES, LLC</p> <p>By  _____, Manager</p> |
|--|---|