

FOURTH AMENDATORY LIVESTOCK GRAZING LEASE (Running Creek Ranch)

This **FOURTH AMENDATORY LIVESTOCK GRAZING LEASE** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “Lessor” or “City”) and **RUNNING CREEK RANCH, LLC**, a Colorado limited liability company, whose address is 45400 County RD 21, Elizabeth, Colorado 80107 (the “Tenant”), jointly (“the Parties”).

WHEREAS, the Parties entered into a Lease of Property for Livestock Grazing dated September 21, 2011, an Amendatory Lease Agreement dated June 19, 2014, a Second Amendatory Lease Agreement dated June 7, 2017, and a Third Amendatory Lease Agreement dated May 8, 2020, (collectively, the “Lease Agreement”) on City-owned land near the Denver Arapahoe Disposal Site (DADS) landfill located at Gun Club Road and Hampden Avenue for the purpose of grazing livestock. The benefits to the City from this Agreement are reduction in native vegetation and therefore wildfire potential, and tenant provides a deterrent to vandalism.

WHEREAS, the Parties wish to amend the Lease Agreement to extend the Term, increase the rent amount per useable acre, update notice addresses, and update paragraph 20-No Discrimination in Employment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Section 2 of the Lease Agreement, entitled “**Term**.” is hereby deleted in entirety and replaced with:

“**2. Term**. The Lease term will commence at 12:00 a.m. on **September 21, 2011**, and terminate at 12:00 a.m. on **June 15, 2026**.”

2. Section 4 of the Lease Agreement, entitled “**Rent**.” is hereby deleted in entirety and replaced with:

“**4. Rent**. The annual rent for the Lease shall be calculated annually. The 2023 annual rent amount shall be based on a charge of **EIGHT DOLLARS AND FIFTY-FIVE CENTS (\$8.55)** per usable acre per year and shall escalate per the Consumer Price Index on each yearly anniversary of the effective date of this Lease Agreement. Annually, the Parties will mutually agree upon the amount of useable acreage in writing. The 2023 annual rent payment is due and payable no

later than thirty (30) days from June 15, 2023. All subsequent annual rent payments shall be due and payable on the yearly anniversary thereof.

Late payment of any rent will accrue interest at the rate of twelve percent (12%) per annum. Additionally, any check given to the City is subject to collection, and Tenant shall pay any charges, fees, or costs incurred by the City for collection, including reasonable attorneys' fees and costs. All sums payable to the City under the Lease shall be made to: "Manager of Revenue, City and County of Denver."

3. Section 19 of the Lease Agreement, entitled "**Notices.**" is hereby deleted in entirety and replaced with:

"**19. Notices.** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Tenant at the address first above written, and if to the City at:

The City: Executive Director of Public Health and Environment or Designee
101 W. Colfax Avenue, Suite 800
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification."

4. Section 20 of the Lease Agreement, entitled “**No Discrimination in Employment.**” is hereby deleted in entirety and replaced with:

“**20. No Discrimination in Employment.** In connection with performance of the Lease, Tenant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Tenant shall insert the foregoing provision in all subcontracts.”

5. As herein amended, the Lease Agreement is affirmed and ratified in each and every particular.

6. This Fourth Amendatory Livestock Grazing Lease will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number:
Contractor Name:

ESEQD-202367535-04 / ENVHL-201101017-04
RUNNING CREEK RANCH, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL**CITY AND COUNTY OF DENVER:**

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By:

Contract Control Number:
Contractor Name:

ESEQD-202367535-04 / ENVHL-201101017-04
RUNNING CREEK RANCH, LLC

By:  DocuSigned by:
Joseph D. Freund
3B887D927A8543F...

Name: Joseph D. Freund
(please print)

Title: Joseph D. Freund
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)