

LEASE AGREEMENT
(Four Corners Business Improvement District)

THIS LEASE AGREEMENT dated this 7th day of October, 2024 ("**Effective Date**"), is between ERIE FOUR CORNERS, LLC, a Colorado limited liability company, as the landlord ("**Landlord**"), and WALTER POUNDS, an individual, as the tenant ("**Tenant**").

1. Premises. Landlord, in consideration of the covenants set forth herein, hereby leases to Tenant the below legally described real property ("**Premises**"), a map of which is attached as **Exhibit A**:

A tract of land located in the North 1/2 of the Southeast 1/4 of Section 24, Township 1 North, Range 69 West of the 6th P.M., described as follows:

Beginning at the East 1/4 corner of said Section 24:
Thence South 0°59'04" East, 70.00 feet;
Thence North 89°50'16" West, 40.00 feet;
Thence North 89°50'16" West, 51.77 feet;
Thence North 89°50'16" West, 468.71 feet to the True Point of Beginning;
Thence South 0°00'00" East, 116.89 feet;
Thence South 89°50'16" East 124.00 feet;
Thence North 00°00'00" East 116.89 feet;
Thence North 89°50'16" West 124.00 feet to The True Point of Beginning;
County of Boulder, State of Colorado.

2. Rent. The Premises shall be leased to Tenant at will, subject to immediate termination by either party. In consideration of the leasing of the Premises, Tenant agrees to pay Landlord as rent ("**Rent**") the sum of \$120.00 per annum, payable as follows: \$10.00 per month, paid on or before the fifteenth (15th) day of each month in arrears.

3. Lease Term. This Lease will commence October 7, 2024 ("**Commencement Date**") and shall expire October 7, 2029 ("**Expiration Date**"), unless terminated earlier by one of the parties in accordance with this Lease. The time between the Commencement Date and the Expiration Date shall be referred to herein as the "**Lease Term**."

This Lease shall automatically extend and continue after the Term for successive terms of one (1) year each unless terminated earlier by one of the parties. At the expiration of this Lease, Tenant shall vacate the Premises and provide peaceable possession of the Premises to Landlord, in as good condition as the Premises is as of the Effective Date, usual wear and tear, casualty losses and loss by fire excepted. If Tenant's possession of the Premises is terminated by reason of default prior to expiration of the Term as extended, Tenant shall be responsible for the Rent occurring for the remainder of the Term, subject to Landlord's duty to mitigate such damages.

4. Default. If Tenant shall be in arrears in the payment of Rent or in default with regards to any covenant or agreement in this Lease and such default remains uncured for three (3) days after receipt of written notice of default from Landlord, Landlord may, at Landlord's option, undertake any of the following remedies without limitation: (a) declare the Lease ended; (b) terminate Tenant's right to possession of the Premises, re-enter and re-possess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Detainer Statute; (c) recover all present and future damages, costs and other relief to which Landlord is entitled; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and/or (f) pursue any and all remedies in law or equity.

5. Miscellaneous.

A. This Lease shall not be transferred or assigned by Tenant without the advance written consent of Landlord.

B. Landlord may grant other leasehold interests in the Premises to other tenants and may transfer or assign this Lease without prior notice to, or the consent of, Tenant.

C. To the extent allowed by law, Landlord shall indemnify, defend and hold harmless Tenant and any successors and assigns from any claim, demand, liability, action, cost or expense, including reasonable attorneys' fees, but not including any of the foregoing as they may relate to liability that Tenant may have for general taxes, bodily injury and/or property damage that may pertain to the Premises.

D. Tenant shall allow Landlord to install and maintain landscaping and other improvements on the Premises at Landlord's expense.

E. This Lease shall not be recorded without the written consent of Landlord.

F. Tenant shall be obligated to pay all property taxes on the Premises.

G. This Lease shall be subordinate to all existing and future security interests of Landlord on the Premises.

H. Any notices required by this Lease shall be in writing and personally delivered or sent by first class mail, unless otherwise provided by law, to the respective parties at the addresses immediately below their signature herein.

I. If any term or provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law.

J. This Lease shall only be modified by amendment signed by all parties.

K. This Lease shall be binding on all parties, their personal representatives, successors and assigns.

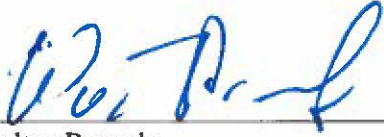
L. This Lease may be executed in counterparts, each of which is an original and all of which taken together form one single document.

M. This Lease shall automatically terminate upon the death of Tenant.

[SIGNATURE PAGE FOLLOWS]

LANDLORD:

ERIE FOUR CORNERS, LLC,
a Colorado limited liability company

By: 

Name: Walter Pounds

Title: Manager

Notice Address:
21 South Sunset Street
Longmont, CO 80503

TENANT:

By: 

Name: Walter Pounds

Notice Address:
2449 Keller Farm Drive
Boulder, CO 80304

EXHIBIT A

PROPERTY MAP

CANYON CREEK FILING NO. 10 FOUR CORNERS FINAL PLAT

Located in the North 1/2 of the SE 1/4 of Section 24, Township 1 North, Range 69 West of
the 6th Principal Meridian, Town of Erie, County of Boulder, State of Colorado
46.61 ACRES - 3 LOTS / 4 TRACTS
MS-000766-2016

