

COMMERCIAL REAL ESTATE AGREEMENT

This Lease Agreement is made effective as of **July 1, 2026** by and between Cripple Creek-Victor School District RE-1 ("Landlord"), and Teller County Public Health & Environment ("Tenant"). The parties agree as follows:

Premises. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant approximately 375 square feet of provider office space, one exam room, and one nurse office, along with shared waiting room space & back-room storage space, at BeeWell Medical, located at Cresson Elementary School, 412 N. C Street, Cripple Creek, CO 80813.

Term. The Lease term will begin September 1, 2026 and will terminate on June 30, 2027. Following the initial term, Lease Agreement will be reviewed for renewal on a calendar year basis.

Renewal Terms. This lease shall renew for an additional period of twelve months if the parties agree in writing to the terms negotiated by the parties prior to June 30, 2027. Terms of lease may be modified at any time by Landlord, upon agreement by both parties, to reflect adjustments in building operation and maintenance costs.

Lease Payments. Lease amounts are based on a rate of \$300.00 per month, due and payable on the first of the month. Lease payments shall be made to the Landlord at Cripple Creek-Victor School District RE-1, P.O. Box 897, Cripple Creek, CO 80813, as may be changed from time to time by the Landlord, upon agreement by both parties.

Holdover. If Tenant maintains possession of the premises for any period after the termination of this Lease (Holdover Period), Tenant shall pay to Landlord a lease payment for the Holdover Period based on the terms of the "Lease Payments" paragraph. Such holdover shall constitute a month-to-month lease.

Possession. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to the Landlord on the last day of the term of this Lease, unless otherwise agreed upon by both parties in writing.

Use of Premises. Tenant may use the premises only for services and activities for clients/patrons. Janitorial services will be provided or contracted by Landlord.

Termination. This Agreement and the Lease hereby granted may be terminated at any time by either party hereto giving to the other party not less than 30 days prior notice in writing.

Remodeling or Structural Improvements. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of Landlord, which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove

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(or at the request of the Landlord, shall remove) such fixtures, and shall restore the premises to substantially the same condition of the Premises at the commencement of this Lease.

Access by Landlord to Premises. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the premises to make inspections, or show the unit to prospective buyers, mortgagers, tenants, or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

Utilities and Services. Tenant shall be responsible for paying all dedicated phone and fax lines, and State computer system, if applicable. Landlord will provide basic internet service. Voice mail system is paid and maintained by Landlord. Any changes or upgrades to voice mail system will be paid by Tenant.

Property Insurance. Tenant shall maintain Tenant's liability insurance coverage on premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of the Landlord's interest in the Premises. In addition, Tenant will be responsible to have insurance on any personal property.

Liability Insurance. Tenant shall maintain liability insurance with personal injury limits of at least \$3,000,000.00 for injury to one person, and \$5,000,000.00 for any one accident. Landlord shall be named as an additional insured as Landlord. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies.

Indemnity Regarding Use of Premises. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's use of the Premises.

Destruction or Condemnation of Premises. If the Premises are partially destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, Landlord shall repair the Premises and lease payments shall abate during the period of the repair. If Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days written notice of such event or condition by either party. Determination of whether the repair is reasonable shall be made by Landlord.

Upkeep of Premises. Tenant shall maintain leased space in a clean and sanitary condition at all times. Upon termination of the Lease, Tenant shall surrender premises to Landlord in good condition.

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Mechanics Liens. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises, and the filing this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to give actual notice to any contractors, subcontractors, or suppliers of goods, labor, or services that such liens will not be valid.

Defaults. Tenant shall be in default of this Lease if Tenant fails to fulfill any Lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 30 days (or any other obligation within 45 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, expenses, and attorney's fees suffered by Landlord by reason of Tenant's defaults.

Assignability/Subletting. Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

Notices. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Landlord:

Cripple Creek-Victor School District RE-1
412 N. C Street
P.O. Box 897
Cripple Creek, CO 80813

Tenant:

Teller County Public Health & Environment
11115 W. Highway 24, Unit 2C
P.O. Box 928
Divide, CO 80814

Teller County Administration
P.O. Box 959
Cripple Creek, CO 80813

Such addresses may be changed from time to time, by either party, by providing notice as set forth above.

Entire Agreement/Amendment. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

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Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision shall continue of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. Landlord will offer first right of refusal, in the case the facility is to be sold.

Waiver. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

Cumulative Rights. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

Governing Law. This Lease shall be construed in accordance with the laws of the State of Colorado.

Additional Provisions. Nothing contained in this Lease Agreement shall be deemed to constitute or implied to create the relationship of principal and agent, partnership, joint venture, or any other relationship between parties hereto, other than the relationship of Landlord and Tenant.

By their signatures below, Landlord and Tenant have caused this Lease Agreement to be effective the 1st day of July, 2026.

Landlord:

Cripple Creek-Victor School District RE-1
412 N. C Street
P.O. Box 897
Cripple Creek, CO 80813

Tenant:

Teller County Public Health & Environment
11115 W. Highway 24, Unit 2C
P.O. Box 928
Divide, CO 80814
**Teller County Board of County
Commissioners (a political subdivision
of the State of Colorado) for the use
and benefit of Teller County Public Health
and Environment**

Signature: _____
Dan Cummings, Superintendent

Signature: _____
Erik Stone, Commissioner

Date: _____

Date: _____