

REAL ESTATE LICENSE AGREEMENT

This REAL ESTATE LICENSE AGREEMENT (this "**License Agreement**"), made as of the 12 day of September, 2023, is between Cordes & Company LLC, as Receiver for San Juan Basin Public Health, a district public health agency formed pursuant to the laws of Colorado, having its principal office at 281 Sawyer Drive Durango, CO 81303 ("**Licensor**"), and Archuleta County, a statutory county of the State of Colorado, having an office at P.O. Box 1507, 398 Lewis St., Pagosa Springs, CO 81147 ("**Licensee**").

WHEREAS, Licensor is the fee owner of the property located at 502 S. 8th Street, Pagosa Springs, CO 81147 (the "**Property**"); and

WHEREAS, the parties desire by this License Agreement to provide for the licensing by Licensor to Licensee of the right to use and occupy a portion of the Property, as more particularly described in **Exhibit A** attached hereto and made a part hereof (the "**Licensed Area**").

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. License. Licensor hereby grants to Licensee, and Licensee hereby accepts, a license (the "**License**") to use and occupy the Licensed Area for the purposes hereafter provided for the License Period (as defined in Section 2). Licensee and its employees, agents, and invitees are, except as otherwise specifically provided in this License Agreement, authorized to use (for their intended purpose) all other areas in and about the Property which are used in common with others, such as lobbies, hallways, elevators, stairways, restrooms, delivery areas, and parking areas (collectively, the "**Common Areas**"), subject to the Property's rules and regulations. The parties do not intend to create a lease or any other interest in real property for Licensee through this License Agreement, and the parties only intend to create a license that is revocable at will by either Licensor or Licensee as provided herein.

Without additional charge, during the License Period, Licensee shall have the right to use Licensor's furniture, fixtures, and furnishings as may be located in the Licensed Area on the Commencement Date (as defined in Section 2) ("**Licensor's Personal Property**") and as set forth in **Exhibit B**. Throughout the License Period, Licensee shall take good care of the Licensed Area and the Licensor's Personal Property. Licensee shall also have the right to bring in additional furniture, fixtures, and furnishings as needed, which shall remain the property of Licensee.

2. License Period. The "**License Period**" for the Licensed Area shall commence on the date hereof (the "**Commencement Date**"), and subject to sooner termination as hereafter provided, shall expire on December 31, 2023 at 11:59 pm (the "**Expiration Date**"). Notwithstanding the foregoing, this License Agreement shall be revocable by either party at any time during the License Period; provided that the terminating party delivers to the non-terminating party thirty (30) days' prior written notice of its election to terminate. The termination notice shall state the date of termination and shall be sent in accordance with the notice requirements of this License Agreement.

3. License Fee. Licensee shall pay a license fee (the "**License Fee**") for the Licensed Area in the monthly amount of zero Dollars (\$0.00). The License Fee shall be payable by Licensee to Licensor in advance each calendar month during the License Period, by no later than the fifteenth (15th) day of each month, and shall be made payable to Licensor in United States dollars and delivered to Licensor at the address specified herein or such other address as Licensor may designate by written notice from time to time.

On the Commencement Date, Licensee shall pay an amount equal to one (1) month's License Fee. If the Commencement Date is not on the first day of a month, then on the Commencement Date, Licensee shall also pay a portion of the License Fee that is calculated on a per diem basis for the number of days from the Commencement Date through the last day of the month in which the Commencement Date occurs (both dates inclusive). The one (1) month's License Fee payment made on the Commencement Date shall be credited toward the first full month's License Fee payment due and payable under this License Agreement.

4. Services. Licensor shall provide the services described in Exhibit C during the License Period. Licensor shall send Licensee an invoice within fifteen (15) days following a thirty (30) calendar month period which identifies each service provided during the period specified and the charges therefor. Licensee shall pay Licensor for the cost of such services in the same manner and to the same address as its monthly payment of the License Fee, within thirty (30) days after receipt of the invoice.

5. Use. The Licensed Area shall be used for general office use and for no other purpose except as may be agreed upon by Licensor in writing in its reasonable discretion. San Juan Basin Public Health remains in possession of the Property. Licensee's use of the Property shall be in common with SJBPH employees' use and shall not unreasonably interfere with SJBPH's use.

6. Compliance with Laws and Regulations.

(a) Licensee shall promptly comply with all present and future:

(i) rules and regulations published by the Licensor (if any) including, without limitation, regulations applicable to use, storage, and disposal of hazardous substances and waste and other environmental matters, security policies and procedures, which have been published from time to time with respect to the use of and access to the Licensed Area, provided Licensee has received a copy of them; and

(ii) applicable laws and regulations of all state, federal, municipal, and local governments, departments, commissions and boards and any direction of any public officer pursuant to law (collectively, "**Laws**") having jurisdiction which shall impose any obligation or duty upon Licensor or Licensee with respect to the Licensed Area; except that: (A) such compliance by Licensee shall relate only to Licensee's use and manner of use of the Licensed Area; and (B) Licensee's financial obligations for the Licensed Area shall not exceed the License Fee paid by Licensee for one month of the License Period. In addition, Licensee agrees to cooperate with Licensor and do all things reasonably necessary for Licensor to comply with Laws.

7. Access. Licensee, its employees, contractors, and agents shall have the right of access to the Licensed Area and Common Areas twenty-four (24) hours per day, seven (7) days per week; provided, however, Licensor, its employees, contractors, and agents shall also at all times have access to the Licensed Area, no consent of the Licensee being required for any such access at any time. Licensor shall provide Licensee with key cards to access the Premises.

8. Repairs. Throughout the License Period, Licensee shall take good care of the Licensed Area and the furniture, furnishings, fixtures, and appurtenances therein. Licensee shall also be responsible for the cost to repair any damage to the Licensed Area other than damage from the elements, fire, normal wear and tear, or other casualty to the Property, or from the negligence or intentional misconduct of Licensor, or its agents or employees. Licensor shall make all necessary structural and other repairs to the Licensed Area. The repair obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this License Agreement.

9. Damage and Destruction.

(a) Neither Licensor nor Licensee shall have any responsibility to the other or their respective agents, contractors, tenants, or other invitees in the event of any damage to or theft or loss of any equipment or property of the other party and the party incurring such damage, theft, or loss shall look to its own insurance coverage (and to any self-insured portion of the damage, theft, or loss), if any, for recovery in the event of any such damage, theft, or loss.

(b) If all, or a portion, of the Licensed Area is destroyed or damaged by fire or other casualty, Licensor shall, subject to the following provisions of this Section, promptly proceed after adjustment of the insurance loss (if any) to repair such damage and restore the Licensed Area (but not Licensee's installed property and equipment therein) to the condition existing prior to such damage. The License Fee applicable to such damaged Licensed Area shall abate (entirely if all of the Licensed Area is damaged and rendered unusable and proportionately if only a portion of the Licensed Area is damaged and rendered unusable) from the date of the casualty to the date when Licensor shall have so repaired and restored the Licensed Area (or damaged portion thereof). If the time required to complete the repairs is estimated by a contractor, retained by Licensor, to exceed the lesser of three (3) months or thirty percent (30%) of the remainder of the License Period, either Licensor or Licensee may terminate this License Agreement by notice to the other within fourteen (14) business days after receipt of the estimate.

10. Insurance.

(a) Licensee shall, at its own cost and expense, maintain and keep in force at all times during the License Period:

(i) commercial general liability insurance, which shall include coverage against claims for personal injury, death, or property damage occurring on, in, or about the Licensed Area with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence with respect to the Licensed Area, Licensor's

Personal Property, and Licensee's conduct of business therein; Licensor shall be named as an additional insured; and

(ii) employers' liability and workers' compensation insurance to the extent required by the Laws of Colorado.

(b) Notwithstanding anything to the contrary set forth in this License Agreement, Licensor and Licensee hereby release one another and their respective officials, partners, officers, employees, and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage covered by said insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

11. Assignment or Sublicensing. The license granted hereby is personal to Licensee and shall not be assigned, nor shall Licensee sublicense or otherwise permit or suffer the occupancy of the Licensed Area by any third party without the prior written consent of Licensor, which consent shall not be unreasonably withheld.

12. Alteration; Restoration. Licensee may not make any structural alterations, installations, additions, or improvements in or to the Licensed Area without the prior written consent of Licensor, which consent may be withheld or conditioned in Licensor's reasonable discretion. Any signage to be used by Licensee with respect to the Licensed Area must be approved in writing by Licensor, which approval may be withheld or conditioned in Licensor's reasonable discretion. Notwithstanding the foregoing, Licensor shall not unreasonably withhold, delay, or condition its consent to non-structural alterations.

13. Default. If either party defaults in the performance of any of its obligations hereunder, and such default continues for more than thirty (30) days after receipt of written notice from the non-defaulting party, the non-defaulting party shall have the right to terminate this License Agreement and pursue any other remedies available at law or in equity, except as limited in Section 15 hereof.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENSE AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

Licensor and Licensee agree that none of their respective officials, directors, officers, employees, shareholders, or any of their (or any of those parties') respective agents shall have any personal obligation hereunder and that Licensor and Licensee shall not seek to assert any claim or enforce any of their rights hereunder against any of such parties.

15. Notices.

(a) Any notice, demand, request, or other communication hereunder shall be in writing. Communications may be delivered and shall be deemed to have been given by the

delivering party and received by the receiving party: (i) when delivered by hand; (ii) one day after deposit with a nationally recognized overnight courier or delivery service if sent priority overnight delivery; or (iii) on the third day after the date mailed by certified or registered mail (in each case, return receipt requested and postage prepaid); or (iv) on the date sent with confirmation of transmission by facsimile or electronic mail, if such contact information has been given to the other party, if sent during normal business hours of the recipient, and if also transmitted by one of the other means permitted hereunder.

(b) Any notice, demand, request, or communication by Licensor to Licensee shall be addressed to Licensee at its address stated in the preamble hereto, Attention: County Manager, unless otherwise directed in writing by Licensee by notice similarly given. A copy of any notices to Licensee shall be sent simultaneously to the County Attorney at the same address as the County Manager, until otherwise directed in writing by Licensee by notice similarly given.

(c) Any notice, demand, request, or communication by Licensee to Licensor shall be addressed to Licensor at its address stated in the preamble hereto, Attention: Bellann Raile, Cordes & Company LLC, unless otherwise directed in writing by Licensor by notice similarly given. [A copy of any notices to Licensor shall be sent simultaneously to Licensor's attorney: Randolph S. Dement, until otherwise directed in writing by Licensor by notice similarly given.

(d) Rejection or other refusal to accept, or the inability to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice, demand, request, or communication sent.

16. Surrender. If this Agreement is terminated prior to the Expiration Date, Licensee shall: (a) vacate and surrender full and complete possession of the Licensed Area to Licensor, vacant and broom clean, in its "as-is" condition and state of repair, subject only to: (i) Section 13 hereof; (ii) reasonable wear and tear; (iii) damage by the elements, fire, or other casualty (unless such damage is caused by the negligence or wrongful act of Licensee, its employees or agents); and (iv) damage caused by the negligence or wrongful act of Licensor, its employees or agents; (b) remove all furniture, electronic equipment, computers, and other personal property and furnishings from the Licensed Area which are owned or leased by Licensee; and (c) leave in place all of Licensor's Personal Property in its substantially similar condition as on the Commencement Date (reasonable wear and tear excepted). Licensee shall only be required to restore, alter, or improve the Licensed Area as specifically set forth in this License Agreement. The surrender obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this License Agreement

17. Subordination. This License Agreement and the license granted herein are subject and subordinate to all ground and underlying leases affecting the Property or the real property, and to all mortgages which may now or hereafter affect such leases, the Property, or the real property.

18. Warranties. EXCEPT AS SET FORTH IN THIS LICENSE AGREEMENT, THE PARTIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS LICENSE AGREEMENT, THE LICENSED AREA, OR THE REAL OR PERSONAL

PROPERTY OR PROPERTY INTERESTS, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. Force Majeure.

(a) "**Force Majeure Event**" means any of the following events: (i) acts of God; (ii) floods, fires, earthquakes, explosions, or other natural disasters; (iii) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; (iv) governmental authority, proclamations, orders, laws, actions, or requests; (v) embargoes or blockades in effect on or after the date of this License Agreement; (vi) epidemics, pandemics, or other national or regional public health emergencies; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (viii) shortages of supplies, adequate power, or transportation facilities; and (ix) other similar events beyond the reasonable control of the parties.

(b) Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this License Agreement, for any failure or delay in fulfilling or performing any obligation under this License Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by a Force Majeure Event. The failure or inability of either party to perform its obligations in this License Agreement due to a Force Majeure Event shall be excused for the duration of the Force Majeure Event and extended for a period equivalent to the period of such delay.

(c) Either party (the "**Noticing Party**") shall give the other party notice within 14 days of the commencement of the Force Majeure Event, explaining the nature or cause of the delay and stating the period of time the delay is expected to continue. The Noticing Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Noticing Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the failure or delay remains uncured for a period of 30 consecutive days following written notice given by the Noticing Party under this Section, either party may thereafter terminate this License Agreement upon 30 days' written notice.

20. Miscellaneous.

(a) **Counterparts.** This License Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(b) **Governing Law.** This License Agreement shall be governed by and construed in accordance with the laws of the Colorado. Venue for any legal action related to or arising from this License Agreement shall be in the District Court of Archuleta County

(c) **Section Headings.** The section titles herein are for convenience only and do not define, limit, or construe the contents of such sections.

(d) **Attachment and Exhibits.** All attachments and exhibits to this License Agreement are hereby made a part hereof as if fully set out herein.

(e) **Severability.** If any provision or provisions in this License Agreement is/are found to be in violation of any law or otherwise unenforceable, all other provisions remain unaffected in full force and effect.

(f) **Binding Effect.** This License Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and shall not be modified except by an express written agreement signed by a duly authorized representative of both parties.

(g) **Time of the Essence.** Time shall be of the essence of each provision of this License Agreement in which time is a factor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this License Agreement to be effective as of the date first above written.

LICENSOR:

Cordes & Company LLC, Receiver for
SAN JUAN BASIN HEALTH

By Bellann Raile

Name: Bellann Raile

Title: Agent for Receiver

LICENSEE:

ARCHULETA COUNTY BOARD OF
COUNTY COMMISSIONERS

By _____

Name: Ronnie Maez

Title: Chair

EXHIBIT A

LICENSED AREA

The Licensed Area shall encompass Office 2 and Office 3 on the second floor, north side of the Property, along with all Common Areas of the Property

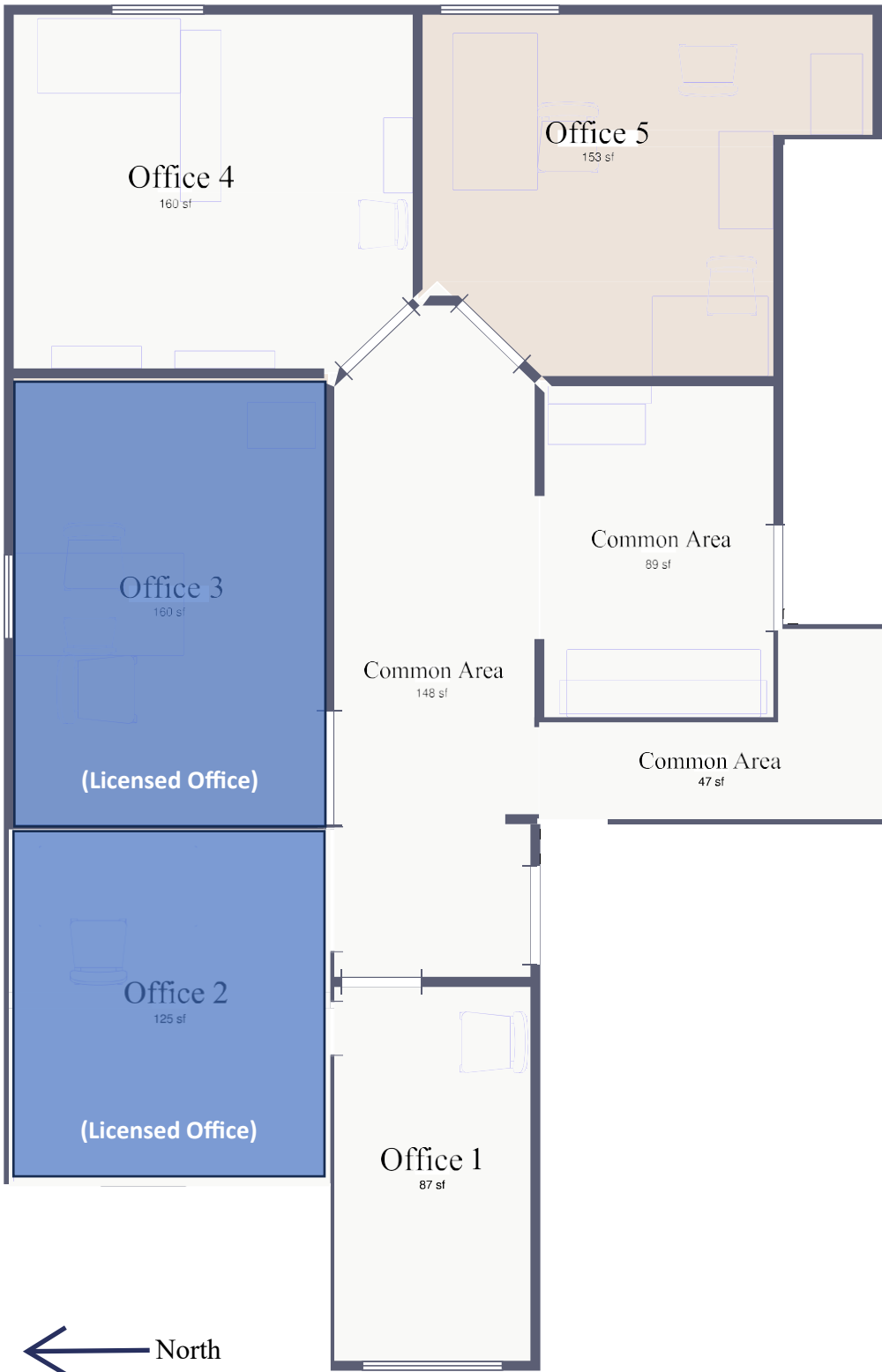


EXHIBIT B

LICENSOR'S PERSONAL PROPERTY

Office 2:

- L-shaped desk
- Office Chair
- Stand-up Desk
- 4-drawer beige filing cabinet
- Trash can
- Telephone

Office 3

- L-shaped desk
- 2 Office chairs
- 4-drawer black filing cabinet
- Telephone

EXHIBIT C

LICENSOR PROVIDED SERVICES / OTHER PROVISIONS

1. San Juan Basin Public Health (“SJBPH”) Human Resources will provide key cards to Archuleta County Public Health Department (“ACPHD”) staff so that they can access the Property pursuant to Section 7 of this License Agreement.
2. ACPHD staff agree to be the “second person” in the building on low staffing days per SJBPH policy so that SJPBH can keep the Property open to the public on such days and in accordance with SJPBH security policies.
3. To the maximum extent practicable, ACPHD staff will hold public meetings at a different location than the Property so as to minimize impact on current SJBPH staff and operations.
4. ACPHD staff acknowledge and are aware of SJPBH’s current operational hours at the Property due to staffing levels and the coinciding building access issues.