

State of Colorado
Department of Personnel and Administration
Office of the State Architect
Real Estate Programs



Cover Page

Lease Amendment - Improved Real Property

Landlord: Timberline Fire Protection District

Tenant: The State of Colorado acting by and through the Department of Public Safety for the use and benefit of the Division of the Fire Prevention and Control

Location: 448 Pine Drive, Black Hawk, Colorado 80422 (Timberline Station 4)

Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this **Agreement**.

Lessor/Landlord:

Timberline Fire Protection District

By: _____
Authorized Signatory

Name:

Title:

Date:

Office of the State Architect (OSA)

Real Estate Manager (or authorized Delegate)

By: _____
Date:

State Office of Risk Management (if needed, as determined by OSA or OSC)

State Risk Manager (or authorized Delegate)

By: N/A _____
Date:

Legal Review (if needed, as determined by OSA or OSC)

Philip J. Weiser, Attorney General
Attorney General (or authorized Delegate)

By: N/A _____
Date:

Lessee/Tenant:

STATE OF COLORADO

Jared S. Polis, Governor
The Department of **Public Safety**

By: _____

Name:

Title:

Date:

All contracts must be approved by the State Controller:

C.R.S. § 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Landlord is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good and/or services provided.

Office of the State Controller

Robert Jaros, State Controller
State Controller (or authorized Delegate)

By: _____

Effective Date: _____

**First Amendment To Lease
Improved Real Property**

THIS **FIRST Amendment To Lease** ("Amendment"), for the purpose of amending that certain lease dated **January 27, 2023**, (the "Lease"), by and between **Timberline Fire Protection District**, whose address or principal place of business is **660 Highway 46, Black Hawk, CO 80422**, hereinafter referred to as "Landlord", and **THE STATE OF COLORADO** (the "State"), acting by and through the Department of **Public Safety for the use and benefit of the Division of Fire Prevention and Control** whose address is **1697 Cole Blvd, Suite 200, Lakewood, CO 80401**, hereinafter referred to as "Tenant". Both Landlord and Tenant may be referred to individually as a "Party", and shall collectively hereinafter be referred to as "Parties" to this Amendment.

Relating to the leased portion(s) of the building(s) located at **448 Pine Drive, Black Hawk, CO 80422**, hereinafter referred to as "Building", in **Gilpin County, Colorado**, comprised of approximately **4,200 (four thousand two hundred)** rentable square feet;

WHEREAS, Authority to enter into this Lease exists under Colorado Revised Statute (C.R.S.) § 24-1-136.5(7) and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

WHEREAS, Landlord agrees to lease an additional **600 (six hundred)** square feet in the engine bay (non-office space) to the current leased **3,600 (three thousand six hundred)** to the Tenant at the rate of **\$14.99** per square foot. The additional footage is found in Exhibit A to this Amendment.

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Landlord and Tenant agree to exercise the Option to Renew as put forth in Section 27 (A), new dates of **04/01/2026-03/31/2029**.

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NOW, THEREFORE, Landlord and Tenant in consideration of the mutual promises contained herein, hereto agree to amend the Lease as follows:

1. Term, Rent.

- A. TO HAVE AND TO HOLD the same, together with all appurtenances, unto Tenant, for the term beginning the later of **April 1st, 2026**, and ending **March 31st, 2029**, at and for a monthly rental (the "Monthly Rent") for the term as shown below:

B. RENT. 4,200 (four thousand two hundred) sq. ft., effective 04/01/2026.

Term Dates (by Fiscal Year)	Negotiated Annual Rent RSF	Monthly Rent	# of months	Fiscal Term Rent
04/01/26 - 06/30/26	\$14.99	\$5,246.50	3	\$15,739.50
07/01/26 - 06/30/27	\$14.99	\$5,246.50	12	\$62,958.00
07/01/27 - 06/30/28	\$14.99	\$5,246.50	12	\$62,958.00
07/01/28 - 03/31/29	\$14.99	\$5,246.50	9	\$47,218.50

C. For informational purposes and historical reference, the previous rent table(s) are shown in Schedule A.

D. § 39-3-124 C.R.S. exempts real property leased by the State of Colorado from the levy and collection of property taxes. Landlord is exempt from levy and collection of property taxes. Landlord is a “political subdivision” under C.R.S. 39-3-105 regarding property tax exemption; therefore this lease is exempt from property tax calculations. ~~Therefore, the Adjusted Annual Rent/RSF as shown above does not include the Gilpin County Property Taxes known at the time of drafting to be \$[Insert Real Estate Property TAX]/RSF, or any tax based upon real property as defined and required by Article 2; when the current year Taxes are known, the Monthly Rent payment shall be adjusted accordingly. The Property Tax is estimated as known at the time of drafting this document. The Parties agree to regular reconciliation of property tax exemptions.~~

2. Order of Precedence. The provisions of the Lease shall govern the relationship of the State and Landlord. In the event of conflicts or inconsistencies between the Lease and the [Insert Amendment Number] Amendment such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:
 - i. The provisions of the **FIRST** Amendment to Lease,
 - ii. The provisions of the main body of the Lease.
3. Except as modified by the provisions of this **FIRST** Amendment to Lease, all other terms and conditions in the Lease are hereby ratified and confirmed and remain in full force and effect.

4. The effective date of this **FIRST** Amendment to Lease shall not be prior to the date signed by the State Controller or his designee. In accordance with the requirements of C.R.S § 24-30-202 (1), as amended, this Amendment shall not be deemed valid until it has been approved by the State Controller, or such assistant as he may designate.

End of Main Body of Contract.

Schedule A

For informational purposes and historical reference, the previous rent table(s) are shown below:

RENT. 3,600 (four thousand two hundred) sq. ft

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Term Dates	Negotiated Annual Rent RSF	Real Estate Property Taxes RSF	Adjusted Annual Rent RSF	Monthly Rent	Annual Fiscal Term Rent
04/01/23-03/31/24	\$14.28	N/A	\$14.28	\$4,284.00	\$51,408.00
04/01/24-03/31/25	\$14.28	N/A	\$14.28	\$4,284.00	\$51,408.00
04/01/25-03/31/26	\$14.28	N/A	\$14.28	\$4,284.00	\$51,408.00

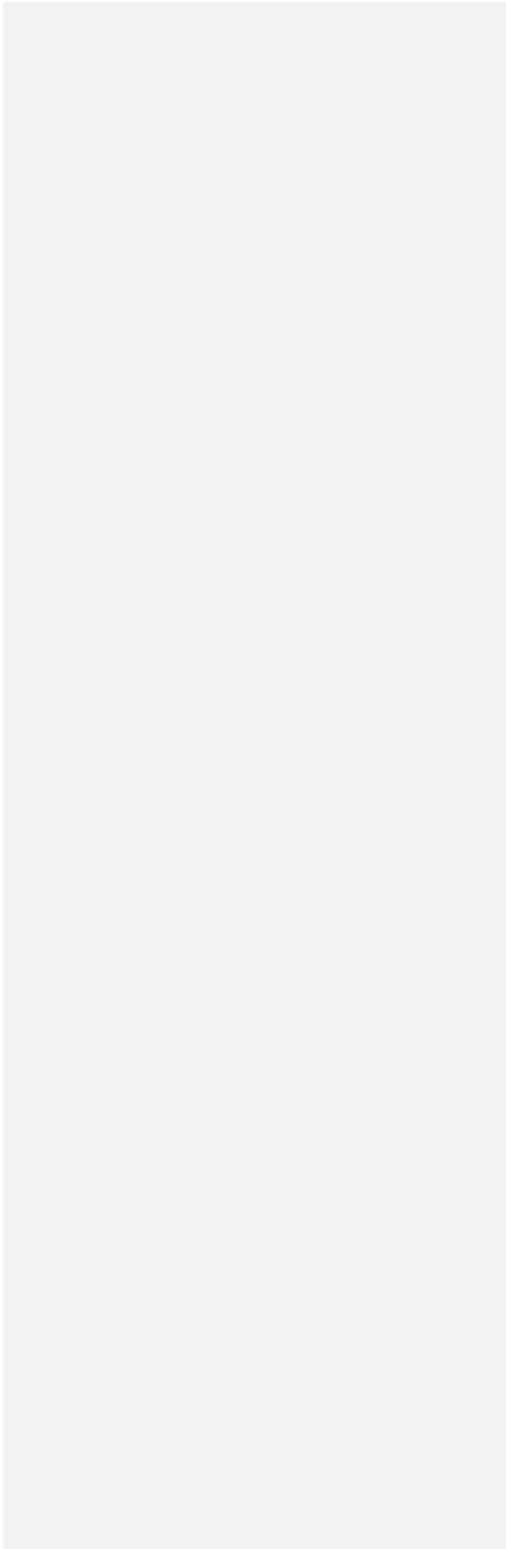


EXHIBIT A

