CITY OF BOULDER
CITY ATTORNEY'S OFFICE
CENTRAL RECORDS
2015 OCT -9 PM 2:56

Lease

Between the City of Boulder and the Colorado Chautauqua Association

Executed: October 8, 2015
Effective: January 1, 2016 - December 31, 2035

BOULDER CITY COUNCIL

Matthew Appelbaum, Mayor
Suzanne Jones, Mayor Pro Tem
Macon Cowles
George Karakehian
Lisa Morzel
Tim Plass
Andrew Shoemaker
Sam Weaver
Mary Young

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LEASE

THIS LEASE, made and entered into this 8th day of October, 2015, by and between the City of Boulder, Colorado, a Colorado home rule city ("City"), and the Colorado Chautauqua Association, a Colorado non-profit corporation ("Association").

WITNESSETH:

WHEREAS, the City and the Association have maintained for one hundred and seventeen years a mutually beneficial relationship in the establishment and maintenance of a Chautauqua assembly for the benefit of the Boulder community and its visitors; and

WHEREAS, the entire Chautauqua (a portion of which is described in Exhibit A attached hereto) was entered into the City, state and national registers of historic places as a historic district in 1978; and was designated a National Historic Landmark district by the U.S. Secretary of the Interior in 2006; and

WHEREAS, the preservation of the Chautauqua heritage for the benefit of future generations and the operation of the Chautauqua for the benefit of all are the primary objectives of both parties;

WHEREAS, the existing Lease agreement between the parties will expire on January 14, 2018; and

WHEREAS, the parties have determined that it is in the interests of both to renew the existing Lease on the terms and conditions set forth below; and

WHEREAS, on December 4, 2012, the Boulder City Council adopted Guiding Principles for Place Management and Fiscal Sustainability, which are attached as Exhibit B and which are incorporated as if set fully forth in this lease agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. TERM. The City hereby leases to the Association the real property described in Exhibit A attached hereto for a period of twenty years, beginning January 1, 2016, and ending December 31, 2035. The City reserves the right to replace the description contained in Exhibit A by a more detailed survey of the land in question, at any time.

2. RENT. As rent, and as partial consideration for this Lease, the Association agrees to pay to the City on or before January 1 of every calendar year during the Term hereof the sum of one dollar.

3. RESPONSIBILITIES. Chautauqua encompasses multiple ownerships and missions; the needs and interests of many must be balanced in a manner that protects the site and spirit of Chautauqua, in keeping with Guiding Principles for Place Management and Fiscal Sustainability. Management decisions about surrounding uses should be made with sensitivity to potential impacts on the Association's leasehold area. The Association accepts responsibility for the maintenance and improvement of all buildings and improvements located on the real property described in Exhibit A, except for private cottages and the public restrooms immediately below the Dining Hall. With respect to the Dining Hall public restrooms, the City shall assume all costs of regular and reasonable cleaning and maintenance, supplies and water, annual painting, and major

maintenance, including, without limitation, replacement of obsolete or unserviceable fixtures. The Association shall maintain, preserve and keep all buildings and improvements for which it is responsible in good repair, working order and condition and shall make or cause to be made all necessary repairs and improvements to that end. The Association shall have the privilege of remodeling the buildings and improvements and making such substitutions, additions, modifications and improvements thereto as the Association may deem proper. Any such substitutions, additions, modifications and improvements shall be governed by the Collaborative Place Management provisions of Guiding Principles for Place Management and Fiscal Sustainability as set forth in Exhibit B and be subject to all other city requirements. The Association agrees to implement all feasible procedural safeguards in the operation of the Auditorium, the Dining Hall and the Academic Hall so as to minimize the likelihood of serious fire. Subject to the availability of appropriations therefor, the City shall:

A. Provide all ongoing City services, such as police, fire, animal control, and the similar services, to the area described in Exhibit A; and

B. The City shall provide for the maintenance of the streets, but not the alleyways. The parties recognize that the streets in the leasehold area are part of the historic nature of Chautauqua. The city shall not be responsible for maintaining such streets to the level of normal city standards for city streets. The city shall make such minor and incidental repairs as may be necessary to keep the streets serviceable. The city shall provide snowplowing for such streets as resources are available consistent with other city priorities.

C. The parties agree that in the foreseeable future, major renovation of the streets, and drainage system will be necessary, and that on-going maintenance of the water mains and sanitary sewers mains will continue and be prioritized with other city utility maintenance work. The city accepts the primary responsibility for funding the major renovations in accord with the city's capital improvement program. The Association accepts responsibility to contribute financially to these improvements. The parties intend that the renovation of infrastructure will be coordinated with moving the overhead utilities underground.

4. BY-LAWS AND ARTICLES OF INCORPORATION. Throughout the Term of this Lease, two of the Association's Directors shall be appointed by vote of the City Council, one of whom shall be a member of City Council. Without the written permission of the City, the Association shall have no more than 15 members on its Board of Directors, inclusive of those appointed by the City

5. USE OF FACILITIES. The Association shall have year-round use of all of the real property described in Exhibit A, and it is the intent of the parties that the leased facilities be managed such that needs and interests of many are balanced in a manner that protects the site and spirit of Chautauqua. The leasehold area should be used, managed and preserved in a manner consistent with the community's sustainability goals and with sensitivity to impacts on surrounding residential neighborhoods, the adjacent park and the surrounding open space, while allowing the Association to remain financially viable without city subsidy. At a minimum, the Association shall schedule a summer entertainment program in the Auditorium annually beginning no later than June 15 and

extending to at least August 31. Such programming shall include at least 15 live performances.

6. ACCESS AND PARKING MANAGEMENT. As a national, regional and local landmark and attraction, Chautauqua needs a tailored access management strategy to balance the access of the variety of users and modes while also maintaining the natural, built, and historic environments. The Association and the City agree that the absence of a dependable and coherent parking program in the areas described in Exhibit A has adversely affected the Association's operations, the maintenance of a Chautauqua assembly and its attendant mission, and the experiences of those who reside or stay in such areas in order to enjoy and experience Chautauqua. The parties recognize that during peak periods, parking demand for all uses within and around Chautauqua far exceeds supply. The movement of vehicles looking for parking presents safety issues and degrades the visitor experience. During the first year of this Lease, the parties commit to develop a Chautauqua Access Management Plan, which shall be thereafter periodically reviewed and revised by the parties to address current circumstances and conditions. That plan shall be governed by the following principles:

- Chautauqua is a unique shared resource requiring unique solutions.
- Chautauqua is a National Historic Landmark.
- The needs of all stakeholders, including the Association, cottage owners, park users, open space users and neighbors should be considered.
- A mix of uses must be accommodated.
- Pedestrians must be given priority on the narrow streets without sidewalks.
- Traffic circulation should be minimized in the interests of pedestrian safety and user experience.
- Parking demand is seasonal and solutions need not address time periods during which access is readily available.
- During peak periods, the parking needs of users in the historic core should be prioritized, but not exclusive.

- A seasonal transportation demand management (TDM) plan for employees should be implemented.
- The right of public access should not be restricted except for good cause, with such restrictions minimized as appropriate.
- The interests of the surrounding neighbors should be addressed.
- Any plan should be flexible to address changing circumstances.
- Access management should be consistent with the Guiding Principles for Place Management and Fiscal Sustainability.
- Consistent with the City's climate commitment and sustainability and resiliency goals, any plan should support public transit, alternative modes of transportation, a reduction in vehicle miles traveled and a reduction in visits in single occupant vehicles. .

7. NON-DISCRIMINATION. The Association shall abide by all relevant City, state and federal legislation concerning non-discrimination in the offering of housing and public accommodations and in admissions to public events.

8. INSURANCE. The Association shall cause public liability insurance to be carried and maintained, at all times during the term hereof, with respect to all activities to be undertaken by the Association on or in connection with the real property described in Exhibit A. Such public liability insurance shall be in amounts not less than the then applicable coverage amounts for any injury to one person in any single occurrence and coverage amounts for any injury to two or more persons in any single occurrence set forth in Section 24-10-114, C.R.S. 1973, as amended, but not less than $150,000.00 for any injury to one person in any single occurrence. Insurance purchased by the Association pursuant to this section shall name the City as an additional named insured, and a certificate evidencing the insurance coverage required by this section shall be provided at least annually to the City. Each insurance policy provided pursuant to this section shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interests of the City, without first

giving actual written notice thereof to the City at least ten days in advance of such cancellation or modification.

9. LIENS. The Association shall not incur liens greater than its reasonable ability to repay based on Association revenue. The Association shall obtain proper bonds to insure against any such liens and shall include provision in any relevant document stating that the City shall not be responsible for any indebtedness or liens incurred.

10. ASSOCIATION TO ASSUME DUTIES OF CITY: INDEMNIFICATION. The Association shall assume any and all duties which might otherwise be imputed to the City by virtue of its continued ownership of the public buildings located on the real property described in Exhibit A, except for the public restrooms located on the lower level/north side of the Dining Hall building. The Association agrees to indemnity and save harmless the City against any and all claims, debts, demands, or obligations which may be asserted against the City arising by reason of, or in connection with, the City's ownership of the aforementioned public buildings and any alleged act or omission of the Association on or in connection with the real property described in Exhibit A.

11. COORDINATION. The Association and the City shall develop a mutually agreeable process for sharing information concerning planned activities and events in the City park and open space adjacent to the Association's leasehold described in Exhibit A, and concerning the receipt, review and grant of permits for activities in those City adjacent areas.

12. INSPECTION OF BOOKS. The Association shall maintain its principal office on the Chautauqua grounds and shall keep and maintain the books of the

Association at such office. The books and records of the Association shall be subject to inspection and examination by the City at all times.

13. ANNUAL REPORT AND AUDIT. The Association shall provide an annual report to the City on or before June 15th of each year detailing the following performance indicators: number and type of performances; number of attendees in Auditorium, Community House and other programming venues; estimated number of City residents served; estimated number of Boulder youth served; number of tickets and free admissions provided to community organizations and individuals; number of free (no cost) events sponsored by the Association; description of outreach efforts to diverse populations/communities of color in Boulder; number of low cost rentals to non-profit or governmental groups in the community; and number and type of partnerships with other arts and cultural organizations. The foregoing report shall accompany an annual financial audit and a copy of the Association's Internal Revenue Service filing (currently form 990) disclosing detailed financial information about the Association, including compensation of officers and directors. The Association also shall provide to the city copies of minutes of Board of Directors' meetings within thirty days of approval by the Board of Directors.

14. PRIVATELY OWNED COTTAGES. There are currently 39 privately-owned cottages at Chautauqua. Private ownership of some of the cottages provides a contemporary sense of neighborhood and a link to Chautauqua's history. While some cottages have year-round residents, others follow a historic pattern of use by families during the summer months. Recognizing the importance of private ownership, it is the intent of the parties that the number of privately-owned cottages shall not change significantly. The Association shall sublease the land on which the private cottages are

situated to the owners of each private cottage. The Association has acquired a privately-owned cottage only once during the prior twenty year lease term. The parties recognize, however, that the Association may choose to acquire cottages in furtherance of its mission to preserve, perpetuate and improve the site and spirit of the historic Chautauqua. The Association agrees that it will only exercise the right of acquisition pursuant to strategic guidelines set forth by its board of directors and as necessary to further its mission. The Association further agrees to increase rents substantially and to expend the revenue from the increased amount for contribution to the major renovations described in paragraph 3(C) above. The Association shall establish rental rates after giving consideration to the following factors, and such other factors as the Association may deem pertinent:

- The Association's need to maintain and operate Chautauqua without city subsidy;
- The need for cottage owners to have sufficient financial resources to preserve the historic cottages; and
- Recognition of the limited financial resources of some cottage owners.

15. SUBLEASES. The Association shall, as soon as practicable after the date of this lease, negotiate sublease with the private cottage owners (each a "Sublease"). Each Sublease shall be substantially in form and content as set forth in Exhibit C attached hereto and shall have the same term as the term of this lease including any renewal of the term as provided in paragraph 1. Nothing in this Section 15 shall prohibit the Association and the owner from agreeing to provisions in the sublease which are supplemental or additional to the terms set forth above, provided that such supplemental or additional provisions are consistent with, and do not impair or limit, the terms set forth above.

16. TERMINATION OR NONRENEWAL OF LEASE. Upon the termination or nonrenewal of this Lease, all buildings and improvements on the real property described in Exhibit A shall be removed within six months, and if not removed shall automatically become the property of the City of Boulder.

17. MISCELLANEOUS.

A. The legislation of the State of Colorado and the City of Boulder shall be applied in the interpretation, execution, implementation and enforcement hereof.

B. In the event that any provision hereof shall be held to be unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

C. This Lease shall be terminable by either party upon any breach of the terms hereof. No delay, omission or forbearance in exercising such right or power shall impair any such right or power or shall be construed as a waiver thereof, unless such waiver is expressly given in writing and signed by both parties. Prior to termination, the party asserting breach shall provide notice immediately to the other party. The party that is alleged to have breached the Lease shall have fourteen days to cure. If the breach is not cured within fourteen days after notice, the Lease may be terminated.

D. The captions contained herein are inserted for ease of reference only and shall not be construed to constitute or modify any part hereof.

E. This Lease contains and constitutes the entire agreement between the City and the Association with respect to the subjects addressed herein, and all prior or contemporaneous agreements or leases between the City and the Association, whether written or oral, are merged in and superseded by this Lease.

18. AMENDMENT. No amendment or modification of this Lease, shall be valid or binding unless reduced to writing, approved and executed by the parties in the same manner as the execution of this Lease.

The parties, intending to be legally bound, have caused their proper and duly authorized officers to execute this agreement on this 8th day of October, 2015.

CITY OF BOULDER, COLORADO

Jane S Brautigam

Jane S. Brautigam, City Manager
1777 Broadway
Boulder, CO 80302
Telephone (303) 441-3090
Fax (303) 441-4478

Approved as to form:

Thomas A. Carr
Boulder City Attorney

Attest:

Alisa D. Lewis
City Clerk

THE COLORADO CHAUTUAQUA ASSOCIATION

By: Susan G. Connelly
Susan G. Connelly, Executive Director
900 Baseline Road
Boulder, CO 80302
Telephone: (303) 442-3282
Fax: (303) 449-0790

Attest:

Secretary, Board of Directors
President

IN WITNESS THEREOF, on this 8th day of October, 2015, the undersigned members of the Chautauqua Lease Committee do hereby subscribe their signatures.

CHAUTAUQUA LEASE COMMITTEE

Hon. George Karakehian
Boulder City Council

Susan G. Connelly
Executive Director
Colorado Chautauqua Association

Hon. Tim Plass
Boulder City Council

Deborah van den Honert
Cottage Owner Representative

Bob Yates
Colorado Chautauqua Association
Board of Directors Representative

Exhibit A

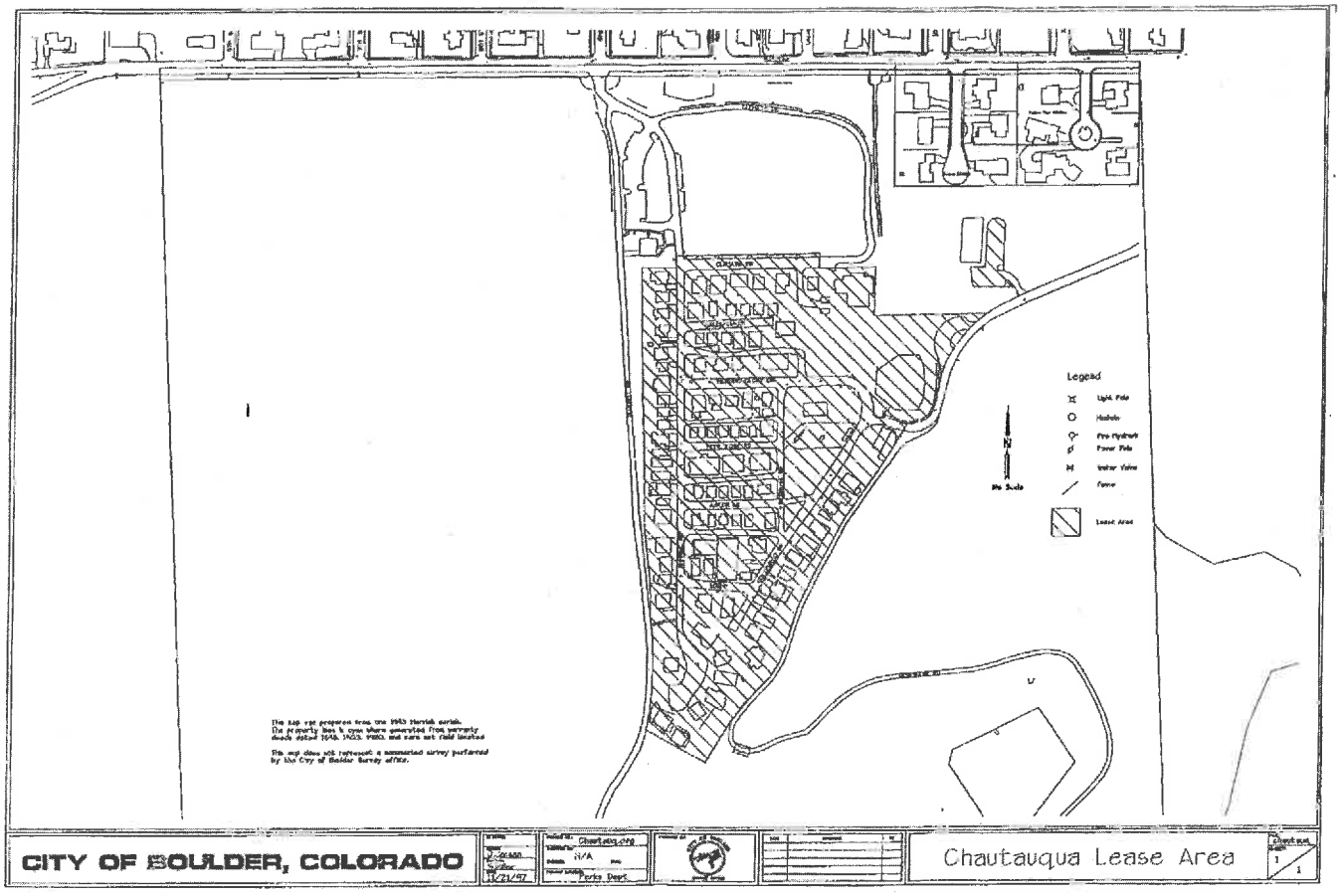

Legend
Light Pole
Hydrant
Fire Hydrant
Power Pole
Water Valve
Fence
Lease Area
N
No Scale
The map was prepared from the 1943 Merrick aerial.
The property lines & cues where generated from currently
dated 1948, 1953, 1980, and were not field located
This map does not represent a commented survey performed
by the City of Boulder Survey office.
CITY OF BOULDER, COLORADO
Chautauqua Lease Area
Chautauqua
1
1

Exhibit B

Collaborative Stewardship of the Colorado Chautauqua

GUIDING PRINCIPLES FOR PLACE MANAGEMENT AND FISCAL SUSTAINABILITY

Purpose of the Guiding Principles

These guiding principles represent a shared statement about the nature of the Colorado Chautauqua and the manner in which its primary stewards (the City of Boulder and the Colorado Chautauqua Association) intend to collaborate in the planning and management of its future.

1 A Public Place

Chautauqua is a shared community resource and a public place. It is essential that it remain a place that is accessible, safe and welcoming to the general public.

2 A Historic Landmark

The Colorado Chautauqua is a recognized national and local historic landmark. Preservation of its historic character is of the utmost importance when making decisions about its future.

3 A Historic Mission

Chautauqua supports cultural, educational, social and recreational experiences that are integral to its historic character and function. Preservation and perpetuation of its historic mission and supporting operations are paramount to sustaining the spirit of Chautauqua.

4 A Balanced Approach

Chautauqua encompasses multiple ownerships and missions; the needs and interests of many must be balanced in a manner that protects the site and spirit of Chautauqua, in keeping with principles 1, 2 and 3. Management decisions about surrounding uses should be made with sensitivity to potential impacts on Chautauqua. At the same time, Chautauqua should be managed and preserved in a manner consistent with the community's sustainability goals and with sensitivity to impacts on surrounding residential neighborhoods.

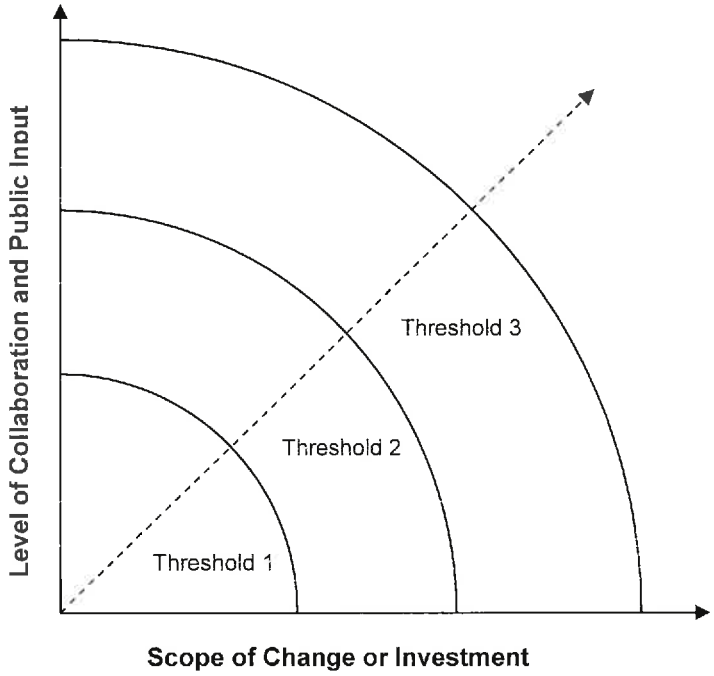
5 Collaborative Place Management

To achieve the balanced approach described in principle 4, the Chautauqua area (including the CCA leasehold and adjacent parks and open space) must be collaboratively managed. In particular, the following components of collaborative place management must be clearly defined and agreed to by the city and the CCA:

5a Roles and Responsibilities. The city and the CCA have the joint responsibility of preserving, perpetuating and improving the spirit and historic character of Chautauqua through collaborative stewardship and place management as well as the responsibility of managing specific public and private assets:

- ***The Colorado Chautauqua Association*** has the role of perpetuating the spirit and mission of the historic Chautauqua through production of cultural, educational, social and recreational experiences to benefit the Boulder community and visitors to the area. The CCA also has the responsibility, under its lease with the city, of managing and programming certain public assets and CCA's owned cottages, lodges and other facilities in a manner consistent with its historic mission and these guiding principles.
- ***The City of Boulder*** has multiple roles, including: 1) **owner** of the underlying land throughout Chautauqua, three key historic buildings and an historic structure in the leasehold, serving in this role as landlord to the CCA; 2) **manager** of the public infrastructure throughout Chautauqua and of the public assets and lands outside the leasehold, including a public park and open space; and 3) **regulator** in terms of city laws. The city has the responsibility of representing the interests and priorities of the community at-large; maintaining safe and efficient access to and within the site; and coordinating policy and action in a manner consistent with these guiding principles.

5b Thresholds for Collaborative Processes. Effective collaboration among the multiple core entities responsible for the Chautauqua area's management is critical. In general, the collaborative processes between CCA, the city and the public should proportionately increase as the scope of the proposed change increases as illustrated in the following graph:



The following is illustrative of "thresholds for collaboration" that will be refined, clarified and agreed to by the city and the CCA to guide future agreements and decision-making processes. It may or may not be the final recommendation to have three thresholds; that will be determined in the next steps.

- **Threshold 1: Minor Modifications.** These encompass site or facility changes that do not involve significant changes to the site or public building exteriors; are led and financed primarily by a single party; and are consistent with these guiding principles. Coordination and collaboration between the CCA and the city is essential, but successful precedents exist that can be clearly defined and followed to ensure transparency, mutual understanding and continued success. *Examples of this type of change include recent enhancements to site way finding and interpretive signage and current work to improve the bus pull-out and site circulation for improved pedestrian safety.*
- **Threshold 2: Significant Modifications Led by a Single Party.** These are changes to the site or facilities that significantly alter a city-owned building's exterior, involve new construction or demolition, significantly alter historic site patterns or designs, and/or represent a significant change in use. This level of change may be proposed by a single party but will require a higher degree of coordination and collaboration early in the process to address the concerns or needs of other parties and ensure consistency with these guiding principles. The resulting process may or may not lead to shared financial responsibility, but should ensure transparency, opportunities for public input and clarity and timeliness of decision making for the concerned party(ies). *Examples of this type of change include the potential addition of ADA-accessible bathrooms for the Chautauqua Auditorium and the concept of a new free-standing building.*
- **Threshold 3: Significant Modifications Requiring Multi-Party Investment.** These are changes similar in scope or impact to those in Threshold 2, but which would clearly benefit from joint investment in their design and implementation. Due to the shared investment, these may require an even higher degree of collaboration early and throughout the process. *An example of this type of change is the potential undergrounding of utilities around and through the National Historic Landmark area.*

5c Guiding Policy Documents. To support a collaborative approach to management of the Chautauqua area, key policy documents should be jointly developed and adopted by the core parties. These include, but are not limited to, the Chautauqua Collaborative Stewardship Framework (which should be revised and finalized consistent with these guiding principles) and the Chautauqua Design Guidelines.

5d Public Information and Input. Because the management of Chautauqua is a shared responsibility across multiple entities, it can be difficult for the public to find complete and accurate information regarding planning and management-related issues for the area. A shared approach to providing public information and opportunities for public input shall be developed and implemented to support these principles' goals for collaborative stewardship in the public interest.

6 A Cautious Approach to Change

While it is recognized that changes within and around Chautauqua will occur over time, decisions over these matters must be thoughtfully and cautiously considered, and

collaboratively managed in accordance with these guiding principles to ensure the preservation of Chautauqua's historic character and unique sense of place.

7 **Shared Financial Responsibility**
Because the Chautauqua area is a shared resource with community-wide as well as interest-specific benefit, investments in its care and upkeep should be shared in accordance with the benefit provided to each interest or user group as well as the community at-large. This does not remove the possibility of significant changes being funded by a single party; however, when there are clear benefits to multiple entities, joint funding should be considered.

Definitions

Enhancement: to make greater, as in value, beauty, or effectiveness; augment; provide with improved, advanced, or sophisticated features. In the context of historic preservation, "enhancement" is usually used to refer to the repair, rehabilitation, restoration and, in some cases, the re-creation of historically documented features.

Historic character: those aspects of an historic property or historic district that accurately convey a sense of its past. The National Register defines seven aspects of integrity that are important components of historic character: location, design, setting, materials, workmanship, feeling, and association. National Historic Landmarks typically possess all of these aspects of historic character/integrity.

Historic preservation: an endeavor that seeks to preserve, conserve and protect buildings, objects, landscapes or other artifacts of historic, architectural or environmental significance.

Leasehold: the property managed by the Colorado Chautauqua Association under a lease agreement with the City of Boulder as shown in *Figure 1*. The city-owned property leased by the CCA includes all the land and three buildings including the Auditorium, Dining Hall, and Academic Hall.

Manage: to have oversight and responsibility for the on-going affairs and/or the upkeep of a site, property, organization or business.

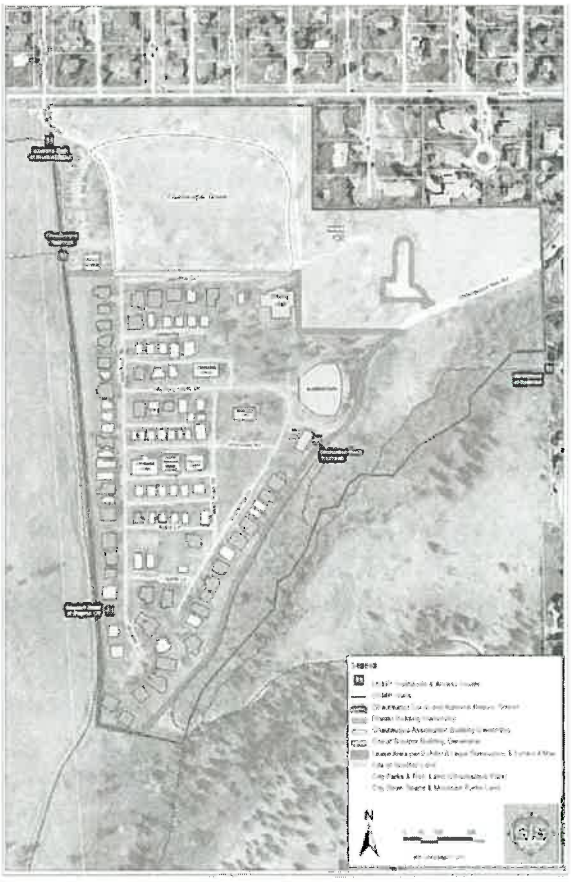


Figure 1: CCA Leasehold (outlined in red)

National Historic Landmark: a nationally significant historic place designated by the Secretary of the Interior because it possesses exceptional value or quality in illustrating or interpreting the heritage of the United States.

Place management: the process of preserving or enhancing an area in a manner that maintains its integrity as a "place" with a unique character and function. This is practiced through programs to enhance a location or to maintain an already attained desired standard of operation. Place management can be undertaken by private, public or voluntary organizations or a mixture of each. Despite the wide variety of place management initiatives, the underlying common factor is usually to best meet the needs of multiple users and interests (e.g., residents, visitors, and owners) in a manner consistent with the nature of the place.

Protect and preserve: broadly speaking, protecting and preserving is the process of determining and implementing appropriate actions to minimize change to identified historic properties or districts that would adversely affect their historic character.

Stewardship: the ethical overseeing and protection of something considered worth caring for and preserving.

Exhibit C

APPROVED BY CCA BOD 10-5-15

COLORADO CHAUTAUQUA ASSOCIATION SUBLEASE TO COTTAGE OWNER

THIS Sublease is made and entered into as of the ___ day of _____, 2015, by and between Colorado Chautauqua Association, a Colorado nonprofit corporation (hereinafter "Association") and _____ (collectively, "Lessee").

1. PREMISES. The Association hereby subleases to Lessee the real property underlying Cottage No. __ (the "Cottage"), described as _____ which contains approximately _____ square feet (the "Demised Premises").

2. TERM. This Sublease shall commence on January 1, 2016, and, unless sooner terminated as provided herein, shall automatically terminate upon termination of that certain Lease between the Association and the City of Boulder dated ____, 2015 (the "City Lease") and recorded _____, 2015 at Boulder County Reception Number _____. All prior subleases between the Association and Lessee are hereby terminated. In the event of a new City Lease with terms identical to the prior City lease except for the new lease term, as provided in section 1 of the current City Lease, this Sublease shall continue during the term of such new City Lease.

3. RIGHT TO OCCUPY/DUTY TO MAINTAIN. Lessee shall have the right to occupy the Demised Premises and shall have the duty to maintain the Demised Premised and the Cottage located thereon, as further set forth herein.

4. RULES AND REGULATIONS. Lessee agrees to abide by and comply with the rules and regulations ("Rules and Regulations") adopted by the Association's Board of Directors and effective as of the date of this Sublease, a copy of which has been provided to the Lessee. From and after the date hereof, the Rules and Regulations may be amended by the Association upon an affirmative vote by a majority of the Association's Board of Directors, following reasonable notice to and the opportunity for input by Lessee; provided, no amendment shall deprive Lessee of the rights expressly granted in this Sublease or materially increase Lessee's obligations hereunder. Any such amendments shall be in writing and shall be delivered to Lessee.

5. HISTORIC AREA. Lessee acknowledges that the Cottage and the Demised Premises are located in an area established and maintained as a Chautauqua assembly and that in 1978 Chautauqua was designated by the City of Boulder, Colorado as a Landmark Historic District and listed on the National Register of Historic Places, and was designated a National Historic Landmark district by the U.S. Secretary of the Interior in 2006. Lessee agrees to comply with the Chautauqua Park Design Guidelines, the rules and regulations promulgated by the City of Boulder Landmarks Preservation Advisory Board, and all zoning ordinances or other regulations of the City of Boulder affecting or relating to the ownership, use, maintenance, repair, renovation or improvement of the Cottage and the Demised Premises. The use and operation of the Association's leasehold, of which the Cottage and Demised Premises are a part, also are governed by the Chautauqua Collaborative Stewardship: Guiding Principles for Place Management and Fiscal Sustainability, adopted by the City of Boulder on December 4, 2012. Said design guidelines, rules, ordinances, regulations, and guiding principles are hereby made a part of this Sublease as if fully set forth herein.

6. ASSOCIATION MISSION. Lessee acknowledges that the Association is a Colorado nonprofit corporation and a tax-exempt charitable organization described in Section 501(c)(3) of the Internal Revenue Code, the mission of which is to preserve, perpetuate and improve the site and spirit of the historic Chautauqua by enhancing its community and values through cultural, educational, social and recreational experience. The Association accomplishes its mission by managing a broad range of accommodations, programs, events and services designed to include and involve the Chautauqua residents and guests, the entire Boulder community and the general public in the Chautauqua heritage. Lessee hereby covenants and agrees to further the Association's mission by supporting, promoting and participating in the Association's educational, cultural and historic programs, recreational and social events, and capital improvements and common area maintenance, as otherwise specifically provided in this Sublease. Lessee (including each person whose interests appear collectively as "Lessee") shall be a current member in good standing of the Colorado Chautauqua Association throughout the term of this Sublease.

7. DAMAGE OR DESTRUCTION. If the Cottage presently located on the

Demised Premises shall be destroyed or become uninhabitable, Lessee hereby agrees to construct a new cottage thereon in accordance with plans and specifications to be first approved by the Association and then the City of Boulder. Lessee shall submit all such applications for approval within six (6) months after the occurrence of the event that causes the Cottage to become destroyed or uninhabitable (or after the Cottage is uninhabitable) and the construction or repair shall commence on or before the last to occur of (a) twelve (12) months after the date of the destruction or the cause of the uninhabitability or (b) thirty (30) days after receipt of approval of such construction or repair and, in either event, shall be diligently pursued to completion, subject to any construction moratorium imposed by the Association. In the event the Cottage is totally destroyed and Lessee does not substantially rebuild it within twenty-four months after the date of destruction, the Association may, at its option terminate this Sublease pursuant to section 14 hereof at any time thereafter and Lessee shall thereupon remove any debris from the Demised Premises. Failure of the Lessee to comply with any provisions of this paragraph shall authorize the Association to make any of said repairs, construction, or removal and any sums expended therefore may be recovered by any authorized legal remedy which the Association desires to utilize. Any such remedies shall be non-exclusive.

8. RENT. Or before January 1, 2016, Lessee shall pay the Association rent for the Demised Premises for calendar year 2016 in the amount of $_____the "Rent") [comprised of 2015 ground rent adjusted by the CPI, as provided below, plus $2,400]. Thereafter, on or before January 1 of each calendar year during the term of this Sublease, Lessee shall pay the Association Rent for the Demised Premises for such calendar year calculated by adjusting the Rent for the previous year by the increase or decrease in the Consumer Price Index (CPI), as measured on each October 1. Consumer Price Index shall mean the U.S. City Average Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items; 1982-84 equals 100) published by the United States Department of Labor, Bureau of Labor Statistics or any successor agency that may issue such index. In the event that the CPI is discontinued for any reason, the Association shall use such other index, or comparable statistics, on the cost of living for urban area of the United States, as shall be computed and published by an agency of the United States or, if no such index is published by an agency of the United States, by a responsible financial periodical of recognized authority. The Association

shall notify Lessee of the Rent for the coming year on or before December 1 of each year during the term of this Sublease. Each year, $2,400 of the Rent shall be used by the Association for current and future capital improvements to the property leased by the Association under the City Lease. This amount of $2,400 per year shall be the Lessee's sole obligation for any payment toward such capital improvements.

9. OTHER PAYMENTS. Lessee shall pay to the Association, in addition to the Rent, payments for common area maintenance, mowing, snow removal, trash pickup, mail services and other common area maintenance activities, as determined annually by the Association. Any material changes in services provided or fee structure shall be made only upon an affirmative vote by a majority of the Association's Board of Directors, following reasonable notice to and the opportunity for input by Lessee.

10. REPAIR AND MAINTENANCE. Lessee shall keep the Cottage and the Demised Premises in good repair and neatly painted and maintained to the satisfaction of the Association and in accordance with the ordinances and regulations of the City of Boulder and the Rules and Regulations. In the event that Lessee fails to comply with the provisions of this paragraph within 30 days after written notice thereof is delivered by the Association to Lessee, the Association may, at its option, make any of said repairs and maintenance and any sums expended therefor, plus an administrative fee equal to 20 percent of such costs, may be recovered by any authorized legal remedy which the Association desires to utilize. Any such remedies shall be non-exclusive. Any proposed alterations or additions to the outside of the Cottage or any permanent improvements to the Demised Premises shall be first approved in writing by the Association and, if applicable, by the City of Boulder.

11. CITY LEASE. A copy of the City Lease has been provided to the Lessee. The Association shall provide Lessee with any amendments thereto. In the event the City Lease is terminated for any reason, this Sublease shall immediately and automatically terminate. This Sublease is subject to all of the provisions, terms, covenants and conditions of the City Lease and the Lessee shall not commit or allow any act or omission that would cause the Association to be in violation of the City Lease.

12. ASSIGNMENT AND SUBLETTING.

a. Lessee may lease or rent the Cottage or Demised Premises only in accordance with the Rules and Regulations.

b. This Sublease may not be assigned or transferred by the Lessee without the prior written approval of the Association, which approval shall not be unreasonably withheld. Nonetheless, the Association may impose any reasonable conditions on its approval of any assignment, including, without limitation, the reimbursement of the Association's reasonable attorney's fees for reviewing and processing such assignment, payment of a reasonable administrative fee, and the execution by the proposed assignee of the Association's then current form of "Transfer of Ownership Assurances Documents," the current version of which has been provided to the Lessee. No assignment shall be effective unless the Association, the Lessee, and the Lessee's assignee have executed an assignment of this Sublease in form and content reasonably acceptable to the Association and Lessee. Each assignee or transferee will be bound by the terms of this Sublease. Any attempted assignment or transfer, without the Association's prior written approval, shall be void and will, at the option of the Association, terminate this Sublease.

c. Subject to Section 13 below, upon the prior written approval of the Association, which approval shall not be unreasonably withheld, this Sublease may be assigned or transferred by the Lessee to a one or more individuals, a trust, partnership, limited liability company or other entity authorized under Colorado law, provided such trust is for the benefit of Lessee or persons within the fourth degree of consanguinity of Lessee, and provided such partnership, limited liability company or other entity is owned and controlled by Lessee or persons within the fourth degree of consanguinity of Lessee. The Association may base its approval upon such terms, provisions and conditions as the Association reasonably determines are appropriate. The Lessee shall provide the Association with copies of any trust agreements, partnership agreements, partnership organizational documents and other documents as may be requested by the Association in determining whether to grant its approval of such assignment or transfer.

13. ASSOCIATION RIGHT OF FIRST REFUSAL. A Lessee may not sell, convey, or otherwise transfer ownership in the Cottage to a person not related to the Lessee within the fourth degree of consanguinity (an "Unrelated Buyer") unless the Lessee first allows the Association the opportunity to purchase the Cottage, pursuant to the following terms and conditions:

a. The fourth degree of consanguinity shall mean the following relationships including such relationships if established by marriage or adoption: spouse, parents, children, brothers and sisters, grandparents, grandchildren, aunts, uncles, cousins, nephews and nieces, great grandparents, great grandchildren, grand nephews and nieces, great aunts and uncles, all as more particularly set forth on Attachment A, attached hereto. A legal entity controlled by, or a trust for the benefit of, a natural person shall be deemed to have the same degree of consanguinity as such natural person, provided the Association has previously approved ownership and tenancy by such legal entity or trust in accordance with Paragraph 12 of this Sublease.

b. Prior to the sale, conveyance, or transfer of the ownership of the Cottage to an Unrelated Buyer, the Lessee shall deliver to the Association a written notice of intent to sell (an "Intent to Sell Notice") setting forth, at a minimum, the following:

(i) The name of the Lessee and a description of the relevant Cottage; and

(ii) whether the Lessee has received and provisionally accepted (subject to the Association's right of refusal) a bona fide, arms-length offer to purchase the Cottage from an Unrelated Buyer and, if so, attaching to the Intent to Sell Notice the contract or documentation between the Lessee and the Unrelated Buyer relating thereto, or, if no such contract or documentation exists, setting forth the terms of such Bona Fide Offer, including the name of the Unrelated Buyer, price, closing conditions, and any other material terms or conditions (a "Bona Fide Offer").

c. In the event the Intent to Sell Notice sets forth a Bona Fide Offer, then, during the 30-day period following delivery of the Intent to Sell Notice, the Association may, at its option, deliver to Lessee a written offer to purchase the Cottage from the Lessee on terms, including price, no less favorable to the Lessee than those set forth in

the Bona Fide Offer (the "Association Offer"). In the event the Association delivers an Association Offer, the Lessee shall not consummate any sale of the Cottage to the Unrelated Buyer and instead shall sell the Cottage to the Association on the terms and conditions set forth in the Association Offer. Lessee and the Association shall consummate such sale as soon as practicable after delivery of the Association Offer.

d. In the event the Intent to Sell Notice sets forth a Bona Fide Offer and the Association fails to timely deliver an Association Offer (or affirmatively states in writing that it will not deliver an Association Offer), then the Lessee may sell the Cottage to, and only to, the Unrelated Buyer on, and only on, the terms and conditions of the Bona Fide Offer; provided, however, the price may be equal to or greater than the price set forth in the Bona Fide Offer. In the event Lessee and the Unrelated Buyer fail to consummate such sale within one year after delivery of the Intent to Sell Notice, then the Intent to Sell Notice shall be deemed to have been withdrawn and Lessee may not sell the Cottage to the Unrelated Buyer or any other person or entity unless Lessee again complies with the terms of this paragraph 13.

e. In the event the Intent to Sell Notice does not set forth a Bona Fide Offer, then, within 45 days after delivery thereof to the Association, the Association may, at its option, deliver to the Lessee a written offer to purchase the Cottage, setting forth the price and terms offered by the Association (also an "Association Offer"). The Lessee may, at its option, accept the Association Offer by delivering written notice thereof to the Association within 30 days after delivery of the Association Offer, whereupon the Association and the Lessee shall consummate the sale of the Cottage to the Association on the Association Offer terms, or on such other terms as the parties may agree, as soon as practicable.

f. In the event the Intent to Sell Notice does not set forth a Bona Fide Offer and the Association delivers an Association Offer which the Lessee rejects or does not timely accept, then the Lessee may sell the Cottage to an Unrelated Buyer on, and only on, the terms, including price, which are no less favorable to the Lessee than those set forth in the Association Offer. In the event Lessee and an Unrelated Buyer fail to consummate a sale on such terms within one year after delivery of the Intent to Sell Notice, then the Intent to Sell Notice shall be deemed to have been withdrawn and Lessee

may not sell the Cottage to an Unrelated Buyer unless Lessee again complies with the terms of this paragraph 13.

g. In the event the Intent to Sell Notice does not set forth a Bona Fide Offer and the Association fails to timely deliver an Association Offer (or affirmatively states in writing that it will not deliver an Association Offer), then the Lessee may sell the Cottage to an Unrelated Buyer on any terms and conditions upon which they may agree. In the event Lessee and an Unrelated Buyer fail to consummate a sale within one year after delivery of the Intent to Sell Notice, then the Intent to Sell Notice shall be deemed to have been withdrawn and Lessee may not sell the Cottage to an Unrelated Buyer unless Lessee again complies with the terms of this paragraph 13.

h. Within 10 days after delivery of an Intent to Sell Notice, the Lessee shall provide the Association with access to the interior of the Cottage for purposes of inspection and assessment. In the event the Lessee fails to provide such access, then for every day of delay in providing access after the 10th day after delivery of an Intent to Sell Notice, the time for the Association to deliver a the Association Offer under this paragraph 13 shall be extended by a day.

14. DEFAULT AND REMEDIES. Any material default by Lessee of any provision of this Sublease including, without limitation, failure to abide by the Rules and Regulations, the provisions of paragraph 5, failure to rebuild a Cottage pursuant to paragraph 7, failure to pay rent or maintenance contribution in accordance with paragraphs 8 and 9, or failure to maintain the Cottage in good repair in accordance with paragraph 10, or the provisions of paragraph 11,12, or 13, shall authorize the Association, at its option, to terminate this Sublease if the Lessee fails to cure such default after the occurrence of the following steps:

a. The Association has delivered to the Lessee two written notices of such default, the second of which notices shall be delivered no sooner than 15 days after the first; and

b. if the Lessee has delivered to the Association written notice of Lessee's dispute of the material default within 15 days after delivery of the second of the Association's notices, the Association has made a representative available to

mediate such dispute in good faith with Lessee by a neutral mediator and either (i) Lessee has failed to participate in such mediation, or (ii) such mediation is unsuccessful in resolving the dispute within 60 days after its commencement.

If the material default continues following the occurrence of the foregoing, the Association may, at its option, terminate this Sublease by delivering written notice thereof to Lessee, in compliance with applicable law. In the event of such termination, (i) Lessee shall vacate and surrender the Demised Premises and Cottage to the Association within 30 days after delivery of the notice of termination, and (ii) the Association shall pay Lessee the fair value of the Cottage, as determined by an independent appraiser selected and paid for by the Association. Any waiver or forbearance by the Association with respect to any default by Lessee shall not eliminate or prejudice the Association's right to terminate this Sublease by reason of any other or subsequent default. Nothing contained in this paragraph shall prevent either party from seeking damages or equitable relief from a court of competent jurisdiction. Any such legal action shall be brought exclusively in Boulder, Colorado.

15. DISPOSITION OF IMPROVEMENTS AT END OF TERM. If this Sublease is not terminated by the Association due to the material default of the Lessee pursuant to section 14, hereof, then at the end of the term of this Sublease, if the City Lease is renewed, the Association and the Lessee shall, as soon as practicable after the date of City Lease renewal, negotiate in good faith a new sublease having the same term (duration) as the renewed City Lease, and such other terms that the Association and the Lessee may agree. If the City Lease is not renewed, or if the Association and the Lessee do not enter into a new sublease, then, in either event, at the end of the term of this Sublease, Lessee shall have the option to remove all improvements from the Demised Premises, subject to applicable governmental approvals. Any improvements not removed within six months after the end of the term of this Sublease, unless a new Sublease is entered into as provided for above, shall become the property of the Association.

16. MISCELLANEOUS.

a. In the event that any provision hereof shall be held to unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

b. The parties agree to make any modification or amendment to this Sublease that may be necessary at any time to assure that this Sublease does not (i) constitute an "excess benefit transaction" within the meaning of Section 4958 of the Internal Revenue Code which could give rise to the imposition of a penalty on the Lessee, or (ii) in any way jeopardize the Association's tax-exempt status as an organization described in Section 501 (c)(3) of the Internal Revenue Code.

c. No delay, omission or forbearance in exercising the right or power of any party under this Sublease shall impair any such right or power or shall be construed as a waiver thereof, unless such waiver is expressly given in writing and signed by the party sought to be bound thereby.

d. The captions contained herein are inserted for ease of reference only and shall not be construed to modify any part hereof.

e. This Sublease contains and constitutes the entire agreement between the Association and Lessee with respect to the subjects addressed herein, and all prior or contemporaneous agreements or leases between the Association and Lessee, whether written or oral, are merged in and superseded by this Sublease.

f. If Lessee is comprised of more than one person or a legal entity or trust, they or it shall designate a single individual to receive any notification from the Association, and notification to such individual shall be deemed to be delivered to all persons, entities, or trusts having an interest in this Sublease. Lessee may change such designation from time to time by delivering written notice thereof to the Association. Absent such designation, the Association may deliver notices hereunder to the address set forth below.

g. This Sublease is entered into in Boulder, Colorado, and shall be governed by and construed in accordance with the laws of the State of Colorado. The parties hereto irrevocably subject themselves to the jurisdiction of the courts in Boulder County, Colorado. In the event of litigation to enforce the terms of this Sublease, the prevailing party shall be awarded its attorneys' fees, to the extent permitted by law. The prevailing party shall mean the party receiving substantially the relief desired, whether by settlement, dismissal, summary judgment, judgment, arbitration, mediation, or otherwise.

h. No amendment or modification of this Sublease shall be valid or binding

unless reduced to writing, approved and executed by the parties in the same manner as the execution of this Sublease.

i. This Sublease, or a short form version hereof, may, at the option of the Association, be recorded with the Office of the Clerk and Recorder for Boulder County, Colorado, and Lessee shall execute such additional forms, including a short form version of this Sublease, as the Association may reasonably request from time to time in furtherance of the purpose of this Sublease.

COLORADO CHAUTAUQUA ASSOCIATION

By:_____

Title:_____

LESSEE:

[Individual(s) – list all; Partnership, LLC or Trust Name]

By:_ _____

Name (printed): _____

Its [authority/title]: _____

Signator'sAddress:_____

_____

_____

Signator's Phone:_____

Signator's email address:

_____

STATE OF _____)

ss

COUNTY OF _____)

The foregoing Sublease was subscribed, sworn to, and acknowledged before me this __ day of _____, 2015 by _____ as President of the Board of Directors of the Colorado Chautauqua Association.

WITNESS MY HAND AND OFFICIAL SEAL

My commission expires _____

_____

Notary Public

STATE OF _____)

ss

COUNTY OF _____)

The foregoing Sublease was subscribed, sworn to, and acknowledged before me this __ day of _____, 2015 by _____ as Lessee.

WITNESS MY HAND AND OFFICIAL SEAL

My commission expires _____

_____

Notary Public

EXHIBIT A

Table of Consanguinity

Showing Degrees of Relationship

TABLE OF CONSANGUINITY

Showing Degrees of Relationships

NUMBERS SHOW DEGREE OF RELATIONSHIP

				Great-Great Grand Parents 4
			Great Grand Parents 3	Great-Grand Uncles/Aunts 5
		Grand Parents 2	Great Uncles/Aunts 4	First Cousins Twice Removed 6
	Parents 1	Uncles/Aunts 3	First Cousins Once Removed 5	Second Cousins Once Removed 7
★Public Officer/Spouse	Brothers Sisters 2	First Cousins 4	Second Cousins 6	Third Cousins 8
Children 1	Nephews Nieces 3	First Cousins Once Removed 5	Second Cousins Once Removed 7	Third Cousins Once Removed 9
Grand Children 2	Grand Nephews/Nieces 4	First Cousins Twice Removed 6	Second Cousins Twice Removed 8	Third Cousins Twice Removed 10
Great-Grand Children 3	Great-Grand Nephews/Nieces 5	First Cousins Thrice Removed 7	Second Cousins Thrice Removed 9	Third Cousins Thrice Removed 11