

LEASE AGREEMENT FOR LAYDOWN YARD/STAGING AREA

This LEASE AGREEMENT (this "Lease") is made as of the last signature below ("Effective Date") between THE CITY OF LARAMIE, a Municipal corporation ("Landlord"), and TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC., a Colorado cooperative corporation ("Tenant").

1. Demise of the Premises. Landlord leases to Tenant and Tenant leases from Landlord that certain parcel of real property ("Premises") situated in the NE Quarter of Section 24, Township 15 North, Range 74 West, of the 6th P.M., in the County of Albany, State of Wyoming, and situated in that specific area described and depicted as follows:

See attached **Exhibit A**

2. Term. The term of this Lease is for a period commencing on the Effective Date and ending on August 1, 2019.

3. Rent. Tenant agrees to pay to Landlord rent for the full Term in the amount of \$2,500.00, which shall be due in a single installment within ten (10) business days after the Effective Date. Unless otherwise directed by Landlord, all payments due under this Lease shall be made payable to the Landlord at the Landlord's address as specified in Section 8, below.

4. Use of Premises. Tenant and Landlord have simultaneously with this Lease entered a LEASE AGREEMENT FOR ELECTRIC SUBSTATION, and this Lease is for sole purpose of Tenant having an area for a laydown yard/staging area for its construction of its adjoining electric substation under the LEASE AGREEMENT FOR ELECTRIC SUBSTATION, and therefore Tenant and Tenant's employees, contractors, subcontractors, licensees, invitees, representatives and agents may use and occupy the Premises only for activities relating to the construction of Tenant's electric substation, including without limitation the storage, staging or use, as applicable, of construction-related equipment, supplies, materials, vehicles, trailers, poles, wires, cable, fences, gates, landscaping and other equipment and materials, together with rights to excavate and alter the grade of the Substation Easement Area in connection with the above uses, and together with rights of ingress and egress on, over and across the Premises. Landlord grants Tenant the right to improve the access point from the Premises onto the existing road commonly known as River Ranch Road, including grading, the addition of road base, and culverts. Landlord agrees that one or more construction trailers and portable bathrooms are permitted to be on the Premises during the Term. Tenant shall have the right to remove shrubs and vegetation that interfere with the work to be performed by Tenant or that interferes with the reasonable use of the Premises. Tenant shall erect one or more fences appropriate for excluding cattle from the Premises. Tenant will be responsible for weed and pest control on the Premises.

5. Fixtures and Personal Property. All electrical facilities, equipment and structures, along with all other personal property, equipment, machinery, trade fixtures and installations not permanently affixed to the Premises, unless transferred to Landlord by written instrument, are and shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the Term; provided that all damage to the Premises caused by such removal shall be repaired by Tenant at its expense.

6. Damage to Premises; Surrender of Premises. Upon Tenant's removal of its fixtures and

personal property from the Premises, or in the event of any physical damage to the surface of the Premises as a result of Tenant's occupancy of and work upon the Premises, Tenant shall properly restore, replace, or repair the surface of the Premises to the original condition as near as may be reasonably possible at Tenant's sole cost and expense.

7. Quiet Enjoyment. Landlord covenants and agrees that Tenant shall peaceably and quietly enjoy the Premises and Tenant's rights hereunder during the Term without hindrance by Landlord.

8. Notice. All notice, payment, demand, requests, consents and approvals required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given if personally served or delivered, delivered by a nationally recognized overnight delivery service (such as Federal Express), with signature required upon receipt, or sent by certified mail, postage prepaid, return receipt requested, to the respective parties at the following address:

If to Tenant:

Contact: Tri-State Generation and Transmission Association, Inc.

Attn: Land Department
Via certified mail
or overnight delivery
service: 1100 W. 116th Avenue
Westminster, Colorado 80234

With copy to: Tri-State Generation and Transmission Association, Inc.
Attn: General Counsel
Via certified mail
or overnight delivery
service: 1100 W. 116th Avenue
Westminster, Colorado 80234

If to Landlord:

City Manager
406 Iverson Ave.
P.O. Box C
Laramie, WY 82073

Each party may, from time to time, change its contact information for notice purposes by giving notice of such change in accordance with this Article. Notice shall be effective upon delivery if the notice is provided by hand delivery and shall be effective upon receipt if given by overnight delivery or by certified or registered mail.

9. Insurance. Tenant shall obtain and maintain in full force and effect during the entire Term of this Lease, with financially sound and reputable insurance companies or associations authorized to do business in Wyoming, the following types and amounts of insurance:

i. Workers' Compensation Insurance, in accordance with the laws of the State of Wyoming

and Employers' Liability Insurance, with limits that are not less than the greater or: 1) the amount required by applicable laws; or 2) in the limit of not less than \$1,000,000 per person and \$1,000,000 per accident;

ii. Comprehensive General Liability Insurance, at Grantee's (and/or its agents') sole cost and expense, with a limit of not less than two million dollars (\$2,000,000) general aggregate and one million dollars (\$1,000,000) per occurrence, and at least two million dollars (\$2,000,000) of coverage for products/completed operations aggregate, with a "per locations" endorsement for each aggregate limit, including coverage for personal injury. All such insurance shall provide for severability of interests and shall provide coverage for all claims based on acts, omissions, injury and damages during the term of this Lease. These limits may be achieved with either umbrella or excess insurance coverage.

iii. Automobile Liability Insurance covering owned, unowned and hired vehicles used by a party with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage; and

iv. Excess or Umbrella Liability, inclusive of above limits, with limits of \$5,000,000 Combined Single Limit.

A. Grantor shall be named as additional insured in each of Grantee's policies, except Workers' Compensation, as it pertains to this Lease.

B. Neither the dollar amount of coverage in subsection (a) nor any other provision of this section shall be construed as a limitation of the liability of Grantee arising from any indemnity or covenant in this Lease.

C. Within ten (10) days after the Effective Date of this Lease, Tenant shall furnish Certificates of Insurance evidencing the insurance and coverages required hereunder.

10. Indemnification. Tenant shall indemnify, defend and hold Landlord harmless from and against all claims, actions, damages, liability, and expenses (including reasonable attorneys' fees and actual costs) including the loss of life, personal or bodily injury, or damage to property, caused by any act or omission of Tenant, its employees, contractors, representatives, agents, or invitees in connection with this Lease. Tenant's obligations set forth in this paragraph will survive termination or expiration of this Lease.

11. Entire Agreement. This Lease and its Exhibits contain the entire agreement between the parties. No agreement shall be effective to change, modify or terminate this Lease in whole or in part unless such agreement is in writing and duly signed by the parties hereto.

12. Successors and Assigns. The covenants and conditions herein contained shall inure to and bind the respective heirs, successors, executors, administrators and assigns of the parties hereto, and the terms "Landlord" and "Tenant" shall include the successors and assigns of either such party, whether immediate or remote, except as otherwise specifically set forth in this Lease.

13. Capacity and Authority. The persons executing this Lease on behalf of the Tenant and Landlord hereby covenant that they are duly authorized to execute and deliver this Lease on behalf of

such party.

14. Counterparts. This Lease may be executed and delivered by facsimile, email or other mutually agreed upon electronic or other medium in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument, and each such counterpart shall be deemed and treated as an original for all applicable purposes, however, the parties shall exchange original signature pages as soon as practicable, although the original signatures are not required to enforce the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the Effective Date.

CITY OF LARAMIE

By: _____
Andi Summerville, Mayor

Attest: _____
Angie Johnson, City Clerk

TRI-STATE GENERATION AND TRANSMISSION
ASSOCIATION, INC., a Colorado cooperative corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ as
_____ for Tri-State Generation and Transmission Association, Inc. on
_____, 20__.

Notary Public

My commission expires: _____