

LOAN AND OWNERSHIP AGREEMENT
between
SAN LUIS VALLEY ANTIQUE IRON CLUB, INC.
and
CONEJOS COUNTY COMMISSIONERS

THIS AGREEMENT ("Agreement") is made and entered into by and between ("SLVAIC") and CONEJOS COUNTY COMMISSIONERS ("County").

RECITALS

The San Luis Valley Antique Iron Club, Inc. is a Colorado not for profit corporation, qualified as a 501 (c)3 tax exempt entity.

SLVAIC is dedicated to preserving agricultural heritage, focuses on collecting, restoring, and operating antique engines, tractors, and related equipment. The implementation of that purpose is aimed at safeguarding the equipment and machinery used in farming and ranching during the late 19th and early to mid-20th centuries, with a focus on equipment used in the San Luis Valley.

SLVAIC currently leases from Alamosa County a 12-acre site to display its growing collection of antique iron and a pull track, Alamosa Recreation Park 2355 West US Highway 160, Alamosa, CO. ("Leased Premises").

SLVAIC in furthering its purpose is desirous of acquiring farming and ranching equipment consistent with its purpose.

Conejos County currently maintains a static display of farm and ranch equipment connected to the Centauri High School campus, La Jara, Colorado. The County acquired the equipment by donation from local residents.

The County needs space to further the education efforts of its Future Farmers of America ("FFA") program.

The parties agree that in the best interest of preserving the equipment in the County static display, all equipment would be loaned to SLVAIC for a period of 5-years.

The parties agree that after the initial 5-year term, the ownership of the equipment shall be transferred to SLVAIC.

Therefore, in consideration of the following Agreement, SLVAIC and the County hereby agree to the following:

1. PURPOSE

This Agreement sets forth the terms and conditions governing the loan of equipment to SLVAIC consistent with its purpose. This Agreement also allows for the understanding that if a past donor comes forward to claim the equipment, upon proper presentment of ownership, the equipment will be returned to its rightful owner. As further described in this Agreement, the equipment shall become the sole property of SLVAIC.

2. DESCRIPTION OF OBJECTS AND DISCRETION

A description of the equipment on loan is attached as Attachment A ("Equipment").

SLVAIC retains the sole right to determine what Equipment is displayed at the Leased Premises. SLVAIC reserves the right to refuse to display any Equipment at the Leased Premises and/or all areas occupied or controlled by the SLVAIC based on legal, logistical, financial, safety/security, or any other issues, or the suitability of the equipment in relation to any planned displays.

The Equipment shall not include the firefighting artifacts donated by the Cumbres & Toltec railroad. SLVAIC will make arrangements to deliver the artifacts to the railyard.

3. DONOR OWNERSHIP CLAIMANTS

The Initial Process: County agrees to publish a legal notice in a newspaper of local circulation informing a donor or a representative of a donor the opportunity to reclaim ownership of a specific identified Equipment. The legal notice shall give a donor or a representative of a donor two (2) years from the last date of publication. Publication shall be to a newspaper of local circulation and published once every four (4) months for one (1) year. SLVAIC agrees to split equally the cost of publication.

Claim made to the County: Upon written notification from a family member having said claim to a piece(s) of equipment both the executive board of SLVAIC and the County will meet within 30 days to determine if ownership is proven by said individual. Upon a decision of ownership, said individual can make arrangements with SLVAIC to pick up said piece(s) of equipment within 30 days

The claimant shall be solely responsible for the removal and transportation of the equipment.

If the claimant is not satisfied with the decision of the County and SLVAIC, a Court of law can grant ownership of the equipment to the claimant. In which case, both the County and SLVAIC should not be liable to each other.

4. INITIAL TERM

This Agreement shall commence on the date of the last signature hereto and shall terminate 5-years from the Effective Date (Initial Term), unless terminated sooner pursuant to this Agreement.

5. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the parties are described in the provisions below:

a. Care and Preservation

SLVAIC will give equipment and objects left in its custody the same care provided to similar property of its own. SLVAIC may attempt restoration, or repair to the Equipment and will be undertaken without the written authorization of the County. The County states that Equipment is in an **"AS IS WHERE IS"** condition. The County makes no further warranties of condition or ownership.

b. SLVAIC Assumption of Risk for Interactive Exhibits

If the Equipment is for public interactive purposes or static display, SLVAIC is not responsible for broken Equipment or objects. The County acknowledges that breakage is a potential outcome of inviting the public to interact with the Equipment or objects.

d. Insurance

SLVAIC warrants that once SLVAIC has taken possession of the Equipment, coverage will begin under its General Liability policy for loss, damage, fire and accident except specific exclusions under the policy.

e. Value of Equipment Loaned

The declared value of the Equipment loaned under this Agreement is not known. As the Equipment has been stored outside, the condition of the equipment is considered to be in an inoperable or salvage condition.

f. Limitation of Liability

The declared value stated above represents SLVAIC's maximum liability for the Equipment on loan in the case of loss or damage. If no value is declared, SLVAIC's maximum aggregate liability per the insurance policy for loss or damage to the Equipment is \$5,000.00.

g. Publicity and Photography

It is understood that the Equipment on loan may be photographed and reproduced for use in the SLVAIC's publications, for publicity purposes connected with the exhibition, for exhibition documentation and for educational purposes. All rights and privileges for reproduction will be arranged by SLVAIC.

h. Ownership of the Equipment after the Initial Term

Upon expiration of the Initial Term or Termination, the Equipment shall become the sole property of SLVAIC.

h. Shipping

SLVAIC will be responsible for the removal and transportation of the Equipment to the Leased Premises.

i. Identify the origins and Donors of the Equipment

SLVAIC shall display placards and list the donors of the Equipment as from the "Citizens of Conejos County".

6. TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. Upon such termination, the Equipment will be timely returned to the County, and any costs incurred by the non-terminating party shall be paid by the terminating party.

7. MODIFICATION

The parties may modify this Agreement only by mutual consent. Any modification shall be effective only if written, signed by the authorized representatives of each party and attached to this Agreement.

8. DISPUTES

The parties acknowledge that the obligations undertaken by them in this Agreement are unique and that there would be no adequate remedy at law if any party fails to perform any of its obligations as described, and accordingly agree that each party, in addition to any other remedy to which it may be entitled at law or in equity, shall be entitled to (i)compel **specific performance** of the obligations, covenants and agreements of any other party under this Agreement in accordance with the terms and conditions of this Agreement and (ii)obtain preliminary injunctive relief to secure **specific performance** and to prevent a breach or contemplated breach of this Agreement therefore, the parties irrevocably submit to the exclusive jurisdiction of Conejos County Courts.

9. GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the State of Colorado and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

10. ASSIGNMENT

The rights and duties established under this Agreement, and any claim arising thereunder, are not assignable or delegable by either party in whole or in part.

11. NOTICE

The contact person for all communications regarding the performance of this Agreement shall be:

For SLVAIC:

Name: Richard Drake, President

Address: PO Box 605, Monte Vista, CO 99164-7460

Telephone: 719-580-4433

E-mail: radrake81143@yahoo.com

For Conejos County: County Administrator

Name: Tressesa Martinez

Address: 6683 Co Rd 13, Conejos, CO 81129

Telephone: 719-376-6796

E-Mail: tressesa@conejos.co.us

12. HOLD HARMLESS

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and omissions of those entities or individuals not a party to this Agreement.

14. ACT CONSISTENT WITH LAW

The parties will comply with all federal, state, and local laws applicable to their activities in the performance of this Agreement.

15. SURVIVAL

Upon the expiration or termination of this Agreement, the provisions of this Agreement entitled "Limitation of Liability," "Publicity and Photography," and "Ownership of the Equipment after the Initial Term" shall survive.

16. SIGNATURES

The parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the parties will comply with the terms and conditions of this Agreement. This Agreement shall be executed in counter part originals, one for each party.

SLVAIC: San Luis Valley Antique Iron Club, Inc.

By: Richard Drake, President



Signature

Date: 10-1-2025

Approved by: Jim Clare, Secretary



Secretary, SLVAIC

Date: 10-1-2025

County: Conejos County Commissioners

By: Mitchell Jarvies, Commissioner, Chairperson

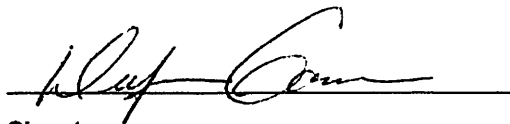


Signature

Date:

9/18/25

By: Joseph Baroz, Commissioner

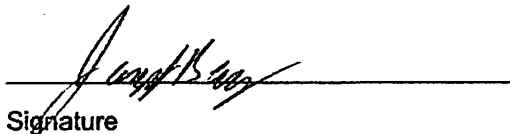


Signature

Date:

9/18/25

By: Delfino Garcia, Commissioner



Signature

Date:

9-18-25