

## MANAGEMENT LEASE

This Management Lease ("**Lease**") is entered into effective the 11th day of September, 2019, by and between **MESA COUNTY LAND CONSERVANCY, INC.**, a Colorado nonprofit corporation, doing business as **COLORADO WEST LAND TRUST**, 1006 Main Street, Grand Junction, Colorado, 81501 ("**CWLT**"), as lessor, and the **CITY OF GRAND JUNCTION**, a Colorado Home Rule Municipality, the address of which is 250 North 5<sup>th</sup> Street, Grand Junction, CO 81521 ("**City**"), as lessee.

### RECITALS:

A. CWLT has acquired the following described property ("**Property**"):

Block E, Monument Valley Subdivision, and Block F, Monument Valley Subdivision except a parcel of land conveyed to the County of Mesa, Colorado by instrument recorded March 10, 2006 at Reception No. 23060636, Mesa County, Colorado

B. CWLT and the City wish to enter into this Lease for management of the Property to be effective immediately upon signature hereof.

C. The Property is vacant and has informal hiking and biking trails (including on two dirt roads) and a small parking area used by the public ("**Current Uses**").

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions herein, the City and CWLT agree as follows:

### AGREEMENT:

1. Lease for Current Uses of Property. CWLT hereby grants to the City a lease for use and management of the Property for its Current Uses and/or uses determined by the City to be reasonably similar to the Current Uses, at no charge to the public, subject to the terms and conditions of this Lease. The Current Uses by the public are for public recreation and those uses are within the purposes and authority of the City to operate and maintain. Beginning in the year 2020 the City will be starting a services and facilities plan, which will include identifying and planning for recreational uses on undeveloped properties that the City manages. The parties agree that the Property be included in that planning effort.
2. Term. This Lease will terminate no sooner than December 31, 2020, with options for annual renewal on mutually acceptable terms to be determined by the City and CWLT. This lease may be terminated by CWLT only as provided for in Section 14.
3. Consideration. The City's supervision and maintenance of the Property serves to protect it, and is the consideration hereunder for this Lease. The City and CWLT

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acknowledge the sufficiency of the consideration for the making and enforcement of the Lease. There is no monetary rent.

4. Use and Management of Property. The City shall manage the Property so that Current Uses and those determined by the City to be reasonably similar, continue for the Lease term(s). The City shall not permit the Property to be used, possessed, or occupied for any purpose or in any manner that is unlawful under the City's ordinances or regulations or for any use(s) or purpose(s) not authorized by this Lease.
5. Assignment or Sublet. The City shall not assign this Lease or sublet the Property or any portion thereof without first obtaining CWLT's prior written consent, which CWLT may withhold in its sole discretion.
6. Liability Insurance. The City shall name CWLT as an additional insured on its public liability and property damage insurance policies. The City shall provide CWLT a certificate of insurance evidencing all such insurance within ten (10) business days of the date of executing this Lease. The City may assert protections of the Colorado Governmental Immunity Act (C.R.S. 24-10-101 et. seq.) in defense to any claim.
7. Condition As Is. CWLT makes no warranties or representations whatsoever with respect to the condition of the Property, and the City acknowledges that it has fully inspected same and assume its use, possession, and occupancy thereof "as is" and in its present condition.
8. Improvements and Alterations. The City shall construct no new improvements or make any alterations on or under the Property without prior written consent of CWLT.
9. Maintenance of Property. The City shall maintain the Property in condition generally consistent with the maintenance of other unimproved City parks and open spaces. The City will endeavor to keep the Property free of trash, debris and noxious weeds. The City agrees that it shall not use, store, release or dispose of any hazardous substance(s) on the Property.
10. Casualty. In the event of loss, casualty, or destruction to the Property resulting from natural causes or other matters beyond the control of CWLT or the City, however caused, neither party shall have any obligation to the other for any loss or damage suffered as a result of such casualty, except to the extent that such loss or destruction was caused by gross negligence or willful misconduct. .
11. Code Compliance. The City shall be responsible for complying, at its sole cost and expense, with all City ordinances and regulations applicable to and with respect to the City's activities on the Property.

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12. Taxes. The parties intend that the Property qualify for exemption from real property taxes pursuant to C.R.S. § 39-3-124 based upon this Lease to the City for more than one year for the City's use for the public recreation purpose of the City. The City will take such steps as are required of the lessee under C.R.S. § 39-3-124 to notify Mesa County of this Lease, and provide information in support of such application for exemption from real property taxes.
13. Entry and Inspection. CWLT and its agents or representatives shall have the right to enter upon the Property at all times for inspection of the Property for the City's performance of its obligations hereunder.
14. Termination. This Lease shall terminate upon the earlier of: (a) 15 days written notice by CWLT specifying the City's failure to perform and comply with the promises, covenants, terms, and conditions herein and the City's continuing failure to so perform or comply, or (b) at the end of the Term, described in Section 2, above. Upon termination as provided under this Section 14, all rights and obligations of the parties hereunder shall cease and this Lease shall become null and void, however, notwithstanding termination of this Lease, the City shall continue to be responsible for any liability that may arise by virtue of the City's activities on the Property during the lease period.
15. Surrender of the Property. Within 5 days following termination of the Lease as provided in Section 14, above, the City shall vacate the Property and shall surrender the Property in at least as good condition as it was in on the commencement date of this Lease (subject to all approved activities).
16. Notices. Any notice required hereunder shall be in writing and sent via email, personally served or sent by registered mail, return receipt requested and postage prepaid, as follows:

To CWLT:

Colorado West Land Trust  
1006 Main Street  
Grand Junction, CO 81501  
Attention: Mr. Rob Bleiberg, Executive Director, rob@cowestlandtrust.org, and  
Ms. Libby Collins, Manager of Community Engagement,  
libby@cowestlandtrust.org

To the City:

City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81521  
Attention: Ken Sherbenou\_ and John Shaver , email: kens@gjcity.org  
johns@gjcity.org

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17. Attorney's Fees and Costs. In the event legal action is initiated by either party to this Lease to enforce such party's rights hereunder, each party shall pay its own attorney fees and costs.
18. Successors and Assigns. This Lease shall bind and inure to the benefit of the parties' successors and assigns.
19. Remedies. CWLT's rights and remedies hereunder shall be cumulative; CWLT's waiver of any particular breach or default hereof by the City shall not operate or be construed as a waiver of any other past or future breach or default, whether or not the same or similar in nature, and neither CWLT's failure to enforce the City's obligation to perform or comply with any promise, covenant, term, or condition herein shall operate or be construed as a waiver or any estoppel or a limitation on CWLT's right to enforce the City's obligation to perform and comply with all promises, covenants, terms and conditions herein or to exercise any right or remedy available herein on account any breach or default by the City whenever it may have occurred.
20. Recreational Use Statute. Nothing in this Lease shall be deemed to alter protections afforded to CWLT under C.R.S §33-41-103, or any subsequent legislation for allowing public use of the Property without charge. The parties agree that the City is the manager of the Property, including the manager of recreational activities on the Property, and as provided in C.R.S §33-41-103(2)(d), CWLT shall not be held liable for the City's management of the Property for recreational or any other purposes. CWLT acknowledges that it has been advised of its right to bargain for indemnification from liability for injury resulting from use of the land by invited guests for recreational purposes, as provided in C.R.S §33-41-103

IN WITNESS WHEREOF, the parties hereto have caused this lease to be duly executed in duplicate the date and year first above written.

**CWLT:**

MESA COUNTY LAND CONSERVANCY, INC., doing business as COLORADO WEST LAND TRUST, a Colorado non-profit corporation

By: 

Date: 12/5/19

Its: Executive Director

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**CITY OF GRAND JUNCTION**, a Colorado Home Rule Municipality

By:  \_\_\_\_\_

Date: 12/9/2019

Its: City Manager