

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 1st day of August 2020, by and between the State of Colorado by and through the Trustees of Colorado Mesa University for the benefit of Colorado Mesa University ("CMU") and the City of Grand Junction ("City").

Recitals

- A. CMU is a Colorado public institution of higher education with its main campus located in Grand Junction, Colorado.
- B. The City is a Colorado home rule municipality. The City owns Lincoln Park golf course ("LPGC") located close to the CMU campus at the intersection of North Avenue and 12th Street, in Grand Junction.
- C. CMU, on behalf of its competitive golf teams, desires to build a facility to be used by the golf teams as the team's headquarters and to provide locker rooms and a practice/training facility for the teams exclusive use. Collectively and for purposes of this MOU those improvements are referred to as the "CMU Golf Facility."
- D. CMU and the City have discussed the concept of constructing the CMU Golf Facility on the LPGC property. It is contemplated that the CMU Golf Facility would include a meeting room, locker rooms, and covered practice tee boxes all to be used by and for the CMU golf teams. In addition, a single covered practice tee box would be constructed for use by the public.
- E. CMU understands the value in having the LPGC as the home course for CMU golf, although the CMU golf teams will practice and hold events on other regional golf courses, and the City recognizes the value of potential advertising, marketing and concession rights that may result when the CMU golf team establishes LPGC as its home course.
- F. CMU and the City desire to enter into a statement of understanding and general agreement setting forth each party's expectations and understanding of possible opportunities for the financing, construction and operation of the CMU Golf Facility at LPGC.
- G. This MOU provides the basis for further effort by the parties consistent with these Recitals.

Statement of Understanding and General Agreement

The Parties understand and agree as follows.

1. Lease of Tract at Lincoln Park Golf Course. CMU will lease an area of the Lincoln Park golf course from the City on which CMU will construct the CMU Golf Facility. The annual rent to be paid by CMU to the City will ten dollars (\$10.00). The initial term of the Lease will be 25 years. This lease will automatically renew for two (2) successive renewal terms of twenty-five years each unless CMU notifies the City not less than 90 days prior to the end of the then existing term that CMU does not intend to renew. In the event of non-renewal, the City may a) require CMU to remove the CMU Golf Facility or b) purchase the CMU Golf Facility for a price and on terms mutually agreed to by the City and CMU, all as more particularly set forth in the lease agreement. The size and location of the leased area shall be determined by mutual agreement of CMU and the City, but shall generally be located near the existing driving range and be of sufficient size to accommodate a building that is approximately 50 feet by 50 feet containing a locker room, training room and club room for CMU golf teams. The CMU Golf Facility will include two (2) covered tee boxes for range practice by the CMU golf teams and one (1) covered tee box for public use. The CMU Golf Facility is expected to include restrooms and showers. The City agrees the lease will establish and provide necessary utility easement(s) and the City will stub utilities (water, sewer, gas, electric, telephone, internet) to the leased parcel.
2. Design Concept for the Golf Facility. The CMU Golf Facility will be designed by CMU in consultation and agreement with the City; however, except for compliance with all applicable fire, building and life safety codes, CMU shall have the final authority concerning all aspects of the construction of the CMU Golf Facility. All costs of the construction, operation, maintenance and equipment for the CMU Golf Facility shall be paid for by CMU.
3. Obligations of the City. The City will be responsible to provide all landscaping at the CMU Golf Facility, which shall be installed and maintained at a quality that is consistent with the Lincoln Park Golf Course. The City shall provide and pick up range balls for use by the CMU golf teams at no cost to CMU.
4. Capital Campaign. CMU will conduct a fund raising campaign to finance the construction of the CMU Golf Facility and all necessary equipment. Such fundraising campaign shall be under the management and control of CMU. The lease between CMU and the City will commence upon written notice from CMU that CMU has sufficient funds raised or pledged to construct the CMU Golf Facility. Upon such notice, the parties will enter into a written lease agreement, subject to approval by the City Council, providing for CMU to lease the tract of land at Lincoln Park Golf Course in accordance with this MOU and other commercially reasonable terms including but not limited to protection of the City from the attachment of liens to the Lincoln Park Golf Course. In the event that CMU does not notify the City that it has sufficient funds to proceed with the lease within three (3) years of the date of this MOU, the MOU shall expire.
5. Additional Lease Obligations. In addition to the Lease payment set forth above, CMU will pay for all utilities required for the operation of the CMU Golf Facility; provide for all maintenance and repair, trash service, utility charges and provide for all custodial needs. The City will provide and pay for landscaping services, sidewalk and parking maintenance, and basic security. Any security needs of CMU for special events that are

beyond basic building security provided by the City shall be arranged and paid for by CMU.

6. Insurance. CMU shall, at its sole cost and expense, during the entire term hereof, carry and maintain the following insurance coverage in the amounts specified below, or at such other amounts as CMU shall, from time to time, determine, with insurance companies and in a form satisfactory to the City:
 - A. Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of CMU's employees acting within the course and scope of their employment.
 - B. Public liability and property damage liability insurance with the following limits.
 - a. \$1,000,000 each occurrence;
 - b. \$2,000,000 general aggregate;
 - c. \$1,000,000 Umbrella insurance
 - C. Fire and extended coverage insurance covering the CMU Golf Facility building and including the public tee box(es) and all of CMU's equipment, trade fixtures, appliances, furniture, furnishings, and personal property in, on, or upon the golf facility in an amount not less than the full replacement cost without deduction for depreciation.

The liability insurance referred to hereinbefore shall name the City as an additional insured. A copy of every policy or certificate of insurance pertaining to this provision shall be delivered to City within thirty (30) days of the execution of this Agreement.

7. Building Access. CMU employees and CMU golf team members will have the only keys and exclusive access to the CMU Golf Facility except for the public covered tee box that the City will oversee.
8. Independent Operation. All decisions concerning CMU staffing, name, events and activities at the CMU Golf Facility shall be the decision of CMU, unless such decisions might negatively impact the City and the golfers at Lincoln Park Golf Course. In those situations, CMU will consult in advance with the City. CMU will, from time to time, consult with the City on the activities and programs of the CMU golf teams to coordinate times and to determine if an opportunity for beneficial collaboration between CMU and the City might exist. CMU staff, volunteers, guests and golf-team members shall have unlimited access to the CMU golf facility, subject to the overall rules and regulations in effect at Lincoln Park Golf Course.
9. Cooperation. The provisions hereof are the basic understandings of CMU and the City; however, this MOU is not a contract as many matters may arise in the negotiation of the lease, the construction and the use of the CMU Golf Facility. On each occasion when CMU and the City find an issue not covered by this MOU, CMU and the City will in good faith negotiate with the guiding principle of each such negotiation being that CMU is to design, construct, operate and pay for all of the costs of the CMU golf team facility to be located at Lincoln Park Golf Course and CMU shall have the exclusive use of the CMU Golf Facility. Subsequent agreements, including but not limited to the lease will

control. There may be many opportunities for CMU and the City to further collaborate in the future to benefit either or both CMU and the City, those opportunities may be the subject of separate, additional agreements as well. CMU and the City agree to discuss issues, concerns and opportunities as they arise and to otherwise communicate and cooperate on all matters relating to the CMU Golf Facility with the mutual goal that it be successful and that it be a positive contributor to the CMU athletic department, students and economic health of the City of Grand Junction.

10. Dispute Resolution. In the event of a dispute about the understandings and general agreements established by this MOU that cannot be resolved by the parties, the parties agree that they shall proceed, in good faith, to mediation. The parties will jointly appoint an acceptable mediator and will share equally in the cost of mediation. The obligation to mediate will terminate if the entire dispute is not resolved within sixty (60) days of the date written notice requesting mediation is delivered by one party to the other.
11. Not Complete and Final Agreement. Subject to Paragraph 9 above, the parties agree that this MOU is not the entire agreement between the parties relating to the construction and use of a CMU Golf Facility at Lincoln Park Golf Course and that further agreements, including but not limited to a lease, are required to fully effectuate the understandings stated herein.
12. Inurement. This Agreement shall inure to the benefit of and be binding upon each of the party's heirs, legal representatives and assigns.

In Witness Whereof, the parties have caused this agreement to be executed this 15 day of August, 2020.

State of Colorado through the
Trustee of Colorado Mesa University



City of Grand Junction, Colorado

