

SITE LEASE AGREEMENT

This Site Lease Agreement (the "*Lease*"), effective this 29th day of January 2021 (the "*Effective Date*"), is entered into by and between the City of Grand Junction, a Colorado home rule municipality as landlord (the "*City*"), and the State of Colorado acting by and through the Trustees of the Colorado Mesa University on behalf of Colorado Mesa University, as tenant ("*CMU*"). The City and CMU may each be referred to as a "*Party*" and together as the "*Parties*."

RECITALS

- A. The City owns certain real property located at 1240 Gunnison Avenue in the County of Mesa, State of Colorado, commonly known as Lincoln Park. Lincoln Park includes a golf course and golf facilities known as the Lincoln Park Golf Course (the "*Golf Course*").
- B. The City desires to lease to CMU and CMU desires to lease from the City a portion of real property in Lincoln Park, comprising approximately 2900 square feet, in the location described in the attached Exhibit A and shown in the attached Exhibit B. Both Exhibits A and B are incorporated herein by reference as if fully set forth (the "*Premises*").
- C. CMU desires to lease the Premises to construct and operate a golf training and practice facility and clubhouse and ancillary improvements on the Premises (the "*CMU Golf Facility*"), subject to the terms and conditions of this Site Lease Agreement ("*Lease*").
- D. The CMU Golf Facility will include a single, covered practice tee box for use by members of the public paying to use the Golf Course ("*Public Tee*"); and

AGREEMENT

For and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CMU and the City agree as follows:

1. **LEASE.** In consideration of the rents, covenants and agreements contained in this Lease, the City leases to CMU the Premises under the terms and conditions of this Lease.
2. **TERM; RENEWAL.** The initial term of this Lease shall be twenty-five (25) years ("*Term*"), starting on the *Effective Date* also known as the *Lease Commencement Date*. The Term may be renewed on mutual agreement of the parties for successive term(s) of twenty-five (25) years (each a "*Renewal Term*"), unless either Party notifies the other in writing not less than ninety (90) days prior to the end of the then-existing term that the notifying Party does not wish to renew the Lease. In the event of nonrenewal, the City shall purchase the CMU Golf Course Facility pursuant to the terms set forth in Section 18(b).
3. **RESERVATIONS FROM LEASE.** The City reserves from this Lease and retains unto itself:
 - a. Any and all subsurface rights underlying and/or appurtenant to the Property.
 - b. All rights to grant, sell, bargain, convey and dedicate any ownership interest(s) in and to the Premises, or any division thereof, to any other party, including the conveyance of easements, so long as such action will not interfere with Lessee's use and quiet enjoyment of the Premises for the purposes set forth in this Lease; and,

4. RENT AND UTILITIES.

- a. During the Term and any Renewal Term CMU shall pay to the City annual rent for each lease year in the amount of TEN DOLLARS (\$10.00) ("*Rent*") for the Premises, improvements, and appurtenances. Rent shall be due annually on the first day of January following the Lease Commencement Date, without notice, demand, abatement, deduction, or setoff unless otherwise specifically permitted in this Lease. All rental payments paid by CMU to the City shall be delivered either by mail or personal delivery to:

City of Grand Junction Finance Department
Attn: Accounts Receivable
250 N. 5th Street
Grand Junction, CO 81501-2668

All rental payments deposited by CMU shall be clearly marked "CMU Golf Facility Lincoln Park".

- b. Any person or entity other than the City or CMU that has possessory interest in the *Premises* or improvements thereto shall be obligated to pay any and all taxes assessed thereon.
 - c. CMU shall be obligated to pay for utilities required for the operation of the CMU Golf Facility.
5. **PERMITTED USE.** CMU shall use the Premises to construct and operate a golf training and practice facility and clubhouse and related ancillary improvements for general use by CMU's employees, students, volunteers, guests, golf team members, or other personnel as designated by CMU in its sole discretion (collectively, "*CMU Personnel*") and other ancillary and related uses. CMU shall not use or occupy the Premises nor allow any other person to use or occupy the Premises for any purpose prohibited by this Lease or by the applicable laws of the United States of America, the State of Colorado, the County of Mesa or any other governmental authority or any jurisdiction having authority over uses and activities conducted upon the Premises.
6. **CONSTRUCTION.** CMU shall consult with the City regarding the design and amenities of the CMU Golf Facility; however, CMU shall have final authority over all aspects of the design and construction of the CMU Golf Facility. CMU shall ensure the CMU Golf Facility complies with all applicable fire, building and life safety codes. Except as otherwise set forth in this Lease, CMU shall pay for all costs of construction, operation, and maintenance of the CMU Golf Facility.
- a. **Building Requirements.** The size and location of the CMU Golf Facility shall be agreed upon by the City and CMU, although it shall 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's golf teams. The CMU Golf Facility shall include two (2) covered tee boxes for range practice by CMU's golf teams and one (1) covered tee box for public use. The CMU Golf Facility is expected to include restrooms and showers.
 - b. **Access During Construction.** The City hereby grants to CMU and to its respective agents, employees, contractors, materialmen and laborers a temporary easement for access and passage over and across Lincoln Park as shall be reasonably necessary for CMU to construct or maintain the CMU Golf Facility, including for construction staging areas and equipment and material storage areas; provided, however, that such easement shall be in effect only during periods when actual construction or maintenance is being performed and provided further that the use of such easement shall not be exercised so as to unreasonably interfere with the use and operation

of Lincoln Park. CMU shall restore any affected portion of Lincoln Park subject to this Subsection to a condition which is equal to or better than the condition which existed prior to the commencement of such use pursuant to this Subsection.

- c. Utilities. The City shall, at its sole cost and expense, stub out water and sewer utilities ("*Wet Utilities*") to the Premises necessary to serve the *Golf Facility* and ensure that the water serving the Premises is metered separately from Lincoln Park no later than the issuance of a certificate of occupancy for the CMU Golf Facility. CMU shall, at its sole cost and expense, construct, extend and connect the *Wet Utilities* as a cost of its construction of the Golf Facility. The City shall at its sole cost and expense, construct, extend and connect gas, electric, telephone, and internet utilities ("*Dry Utilities*") to the Premises and ensure that each and every utility serving the Premises is metered separately from Lincoln Park. Without limitation the *Wet Utilities* (water and sewer) and the *Dry Utilities* (gas, electric, telephone and internet) are referred to herein as "*Utilities*".
- d. To the extent any easements on, over, through, across or under Lincoln Park are necessary to provide any utility service to the Premises, the City will separately grant, at no additional cost or expense to CMU, such easements to the appropriate provider for the benefit of CMU.
- e. Ownership of CMU Golf Facility. The CMU Golf Facility, together with any modifications, renovations, or improvements thereto, and all fixtures and personal property of CMU on the Premises shall be the sole property of CMU. Public access to the Golf Facility shall be allowed as provided herein.

7. OPERATION AND MAINTENANCE.

- a. City Obligations. During the Term of this Lease and any Renewal Term, the City, at the City's sole cost and expense, shall provide the following services to CMU:
 - i. Security for the Premises, including the CMU Golf Facility as customarily provided by the City for its facilities in Lincoln Park.
 - ii. Landscaping services for the Premises of a type and quality consistent with the landscaping of the Golf Course, in consultation with CMU.
 - iii. Maintain the sidewalk and parking areas of the Golf Course and, in consultation with CMU, provide maintenance services for any sidewalks existing or constructed on the Premises (including, but not limited to, timely removal of all snow or ice accumulations on sidewalks constructed on the Premises).
- b. CMU Obligations. Except as otherwise specified in this Lease, CMU shall:
 - i. At its sole cost and expense, provide all maintenance and repair for the Premises, including the CMU Golf Facility, as CMU determines, in its sole discretion, to be necessary for the operation and maintenance of the Golf Course Facility.
 - ii. At its sole cost and expense, be responsible for all interior connection, installation and recurring charges associated with the *Utilities* serving the Premises.
 - iii. Be responsible for arranging and paying for all costs associated with trash and recycling services, any custodial services, and any security services for special events

in excess of the basic security and police services to be provided by the City pursuant to Section 6(a)(i), above.

- iv. Maintain all aspects of the Premises and keep the Premises in a clean, safe, and healthy condition and in compliance with all applicable codes, ordinances, regulations, rules, and orders.
 - v. Shall not apply any chemicals on the Premises, including but not limited to, fertilizers, herbicides and pesticides, without prior written consent of the City with the exception for reasonable cleaning and routine maintenance. CMU shall at all times keep the City advised of chemicals used and/or stored on the Premises in excess of reportable quantities under applicable laws, and shall further comply with all applicable rules, laws, regulations and orders, either now in force or hereinafter enacted, regulating the storage, use, application, transportation and disposal of any such chemicals.
 - vi. Shall not permit any mechanic's lien, materialman's lien, or other claim or lien to be placed against the Premises by reason of any work, labor, service or material furnished or performed for the benefit of CMU.
 - vii. Shall forever waive and forego any claim, cause of action or demand CMU may have against the City, its officers, employees, agents and assets for injury to or destruction of any property of CMU or any other party that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, of CMU.
 - viii. Shall not violate nor permit to be violated any code, rule, regulation or order pertaining to the use, application, transportation and storage of any hazardous, toxic or regulated substance or material, including, but not limited to, herbicides, pesticides and petroleum products. CMU agrees that any spill, excessive accumulation or violation of any code, rule, regulation or order pertaining to the use, application, transportation and storage of any such material or substance by or at the direction of CMU shall be reported immediately to the City. CMU further agrees that all costs and responsibilities for cleaning, removing and abating any violation pursuant to this paragraph shall be borne solely by CMU.
- c. **Remodeling.** CMU may, in its sole discretion, make any alterations, replacements, additions, or improvements to the Premises, including without limitation, the CMU Golf Facility, except that CMU shall not remove the Public Tee or materially alter it without the consent of the City, which consent shall not be unreasonably conditioned, withheld, or delayed. CMU's alterations, replacements, additions, or improvements to the Premises, including without limitation to the CMU Golf Facility and the Public Tee, will remain the property CMU.
- d. **Signage.** CMU may install informational (building name, address, hours of operation) signs on the Premises, including on the exterior of the CMU Golf Facility, so long as the signs are in compliance with any state, local and federal laws/guidelines. CMU may not install commercial signs, including but not limited to product, sponsorship or promotional signs without prior approval of the City. Any commercial sign(s) that is separately approved by the City must also be in compliance with any state, local and federal laws/guidelines.
- e. **Operations.** CMU shall have sole discretion with respect to staffing, naming, events to be hosted, activities to be conducted, and all other operations of the CMU Golf Facility, unless

such decisions might negatively impact the City and the golfers at Lincoln Park Golf Course and/or Lincoln Park driving range. In those situations, CMU will consult in advance with the City and its representatives on the activities and programs of CMU's golf teams to coordinate times and to determine if an opportunity for beneficial collaboration between CMU and the City might exist. CMU's staff, volunteers, guests and golf team members shall have unlimited access to the CMU Facility, subject to the overall rules and regulations in effect at Lincoln Park Golf Course and driving range. CMU shall reasonably cooperate with the City so that the Golf Facility/its use does not interfere with the public tee adjacent to the Golf Facility. Lincoln Park driving range balls may be used by CMU at the golf facility.

8. DAMAGE AND DESTRUCTION. If the CMU Golf Facility is destroyed or becomes untenable as a result of damage by fire or other casualty, CMU shall have the right, but not the obligation, to repair and restore the CMU Golf Facility to its former state and condition. If CMU elects not to repair or restore the CMU Golf Facility, this Lease shall be deemed terminated and of no further force or effect upon written notice to the City. Upon the City's written request within thirty (30) days from the date of the damage or destruction to the CMU Golf Facility, CMU agrees to remove the damaged improvement remains and debris from the Premises. If the Lease is terminated as herein provided, CMU's obligation for the payment of Rent shall cease as of the day following such casualty and the City and CMU shall be released from any further obligations under this Lease except those Lease provisions that expressly survive termination.

9. REPRESENTATIONS AND WARRANTIES.

a. The City's Representations and Warranties. The City represents and warrants to CMU:

- i. Except for matters of record recorded in the Offices of the City Clerk and the Clerk and Recorder of Mesa County, Colorado (the "*Permitted Encumbrances*"), the City has good and marketable fee title to the Premises, has the full power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder, and has been duly authorized to execute and deliver this Lease and by proper action has duly authorized the execution and delivery of this Lease;
- ii. Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of the City Charter or ordinances, any restriction or any agreement or instrument to which the City is now a party or by which the City or the Premises is bound.
- iii. Except for Permitted Encumbrances, the Premises are not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance that would prohibit or materially interfere with the construction or usage of the CMU Golf Facility or the use of the Premises as contemplated by this Lease.
- iv. The City's past and current uses of the Premises and, to the best of the City's knowledge, all past and current uses of the Premises have complied and currently comply with all federal, state and local environmental laws, rules, regulations and ordinances. Neither the City nor anyone on behalf of the City has received notice of any violations of any environmental law, rule, regulation or ordinance. No actions or lawsuits have been commenced or threatened by a governmental agency or any other person or entity claiming non-compliance with any environmental law, rule, regulation or ordinance. The

City has never applied for environmental liability insurance or, if it has so applied, it has never been denied such coverage. The City has no knowledge or notice of any emission, discharge, seepage, or pollutant in or upon the Premises.

- v. The Premises is properly zoned for the construction and use of the CMU Golf Facility for its intended purposes as set forth in this Lease.
- vi. The Premises are public property exempt from *ad valorem* property taxes and other assessments of any kind.

b. CMU's Representations and Warranties. CMU represents and warrants to the City that CMU has the authority to execute and to deliver this Lease and to perform all of its obligations hereunder and has duly authorized the execution and the delivery of this Lease.

10. INSURANCE. CMU, at its sole cost and expense, shall maintain at all times during the Term (including any Renewal Term) the following insurance coverage (in the amounts specified below, or in such other amounts as CMU shall determine appropriate from time to time determine) with insurance companies and in a form reasonably satisfactory to the City:

- a. Worker's compensation insurance in the amounts and with the coverage required under Colorado law.
- b. Employer's liability insurance covering all of CMU's employees working on the Premises within the scope of their employment with CMU.
- c. Public liability and property damage liability insurance with the following limits: \$1,000,000 per each occurrence; \$2,000,000 general aggregate; and \$1,000,000 umbrella coverage.
- d. Fire and extended coverage insurance for the CMU Golf Facility (including the Public Tee) and all of CMU's equipment, fixtures, appliances, furniture, furnishings, and personal property in, on, or upon the CMU Golf Facility in the amount of the full replacement value of the foregoing without deduction for appreciation.
- e. Liability insurance coverage naming the City, its officers, employees, agents and assets as additional insured so as to protect the City and the City's officers, employees, agents and assets from liability in the event of loss of life, personal injury or property damage suffered by any person or persons on, about or using the Premises, including CMU.

Each insurance policy listed in this Section shall name the City as an additional insured. CMU will provide the City with documents demonstrating the insurance required by this Section within 30 days of Lease Commencement Date. At least thirty (30) days prior to the expiration date of any policy, CMU shall deliver a renewal certificate for such policy to the City.

11. CONDITION OF THE PREMISES.

- a. CMU has had an opportunity to inspect the Premises and accepts it in its "as is" current condition as of the Effective Date. CMU affirms that the Premises is in good order and condition and sufficient for the purposes of this Lease. The City makes no warranties nor promises, either express or implied, that the Property is sufficient for the purpose of CMU.

- b. In the event the Premises is damaged due to fire, flood or any other act of nature or casualty, or if the Premises is damaged to the extent that it is no longer functional for the purposes of CMU, the City shall have no obligation to repair the Premises nor to otherwise make the Premises usable or occupiable; damages shall be at CMU's sole and absolute risk.

12. NO WASTE. CMU shall not allow any waste or nuisance on the Premises or allow the Premises to be used for any unlawful purpose.

13. QUIET ENJOYMENT. The City covenants that CMU, upon paying rents and observing and performing all of the terms, covenants, and conditions on its part to be performed, shall peaceably and quietly enjoy the Premises for the term of this Lease.

14. LICENSE FOR PUBLIC TEE. Upon completion of the CMU Golf Facility, CMU shall grant to the City a license to access and use the Public Tee. The City's right to access and use the Public Tee shall include the right of the City to allow members of the public paying to use the Golf Course to access and use the Public Tee. The Public Tee shall be managed by the City in compliance with the rules and regulations governing the Golf Course and shall not in any way interfere with CMU's use of the Premises or the operation of the CMU Golf Facility. In no event shall this license be construed to grant the City or any member of the public any right to enter, use, or access the CMU Golf Facility.

15. HOLDOVER. If the Term (including any Renewal Term) expires and the City and CMU have not otherwise agreed in writing to extend the Lease, any holding over or continued use by CMU shall be construed to extend the Term as a tenancy from year-to-year and CMU will continue to pay the yearly Rent set forth in this Lease and otherwise shall be subject to all terms and conditions of this Lease. Each Party shall give the other Party thirty (30) days' written notice of termination of such holdover tenancy, and Section 18 shall apply to such termination.

16. ASSIGNMENT AND SUBLETTING. CMU must obtain the City's written consent before assigning this Lease or subleasing all or any part of the Premises to any party other than an entity related to CMU or the State of Colorado. Such consent may not be unreasonably withheld, conditioned, or delayed. Any attempted assignment, sublease or permission to occupy the Premises conveyed by CMU shall be void and shall, at the option of the City, provide reasonable cause for the City to terminate this Lease. The interest of CMU in this Lease is not to be assignable by operation of law without the formal approval by the City.

17. DEFAULT; REMEDIES.

a. Default.

- i. Except as set forth in (ii) below, either Party shall be in default hereunder if it fails to perform or observe any provision of this Lease, and this failure to perform or observe continues for thirty (30) days after receipt of written notice of such default from the non-defaulting Party, or, if such default is not capable of being cured within thirty (30) days, the defaulting Party promptly starts the process to cure such default in a commercially reasonable time.
- ii. CMU shall be in default hereunder if CMU abandons or vacates the party and/or is declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed.
- iii. CMU shall be in default hereunder if it fails to make any payment due under this Lease

within ninety (30) days after receipt of written notice of such default from the City.

- b. Remedies. If a Party is in default hereunder, the non-defaulting Party may (without limiting its other rights and remedies):
 - i. cure the default, and any amount paid by the non-defaulting Party for such purpose shall be due from the defaulting Party within ten (10) days after written demand for payment from the non-defaulting Party; or
 - ii. terminate the Lease pursuant to Section 18.

18. TERMINATION; SURRENDER OF PREMISES.

- a. Termination. The City, upon default by CMU or CMU at any time, may terminate this Lease. Either Party terminating the Lease under this Section shall give notice of termination to the other Party at least thirty (30) days prior to such termination.
- b. Surrender. Upon expiration or termination of this Lease CMU shall peaceably surrender to the City the leased Premises in good order, condition, and repair, reasonable wear and tear excepted; and the City shall have the sole option to purchase the CMU Golf Facility from CMU for its Fair Market Value as of the date of expiration or termination. "Fair Market Value" shall be determined as follows:
 - i. by an appraisal created by a mutually selected M.A.I. real estate appraiser experienced in appraising commercial real estate in Grand Junction, Colorado.
 - ii. If the Parties cannot agree on an appraiser, each Party shall obtain their own appraisal from an appraiser with the qualifications listed above and the two appraisals shall be averaged, but if the two appraisals differ by more than ten percent (10%), then;
- c. the two appraisers shall select a third appraiser with the above qualifications and such appraiser's appraisal value shall be final.

19. MISCELLANEOUS.

- a. Right of Entry. The City reserves the right to have its officers, employees and agents enter into and upon the Premises at any time in the case of emergency, and otherwise at reasonable times and upon reasonable notice, to verify Tenant's compliance with this Lease.
- b. Lost Profits/Opportunity. This Lease is one of a Lease and not of partnership. The City shall not be or become responsible for lost profits, lost opportunities or any debts contracted by CMU.
- c. Liens. CMU shall keep the Premises free from any and all liens whatsoever, including, but not limited to, liens arising out of any work performed, materials furnished, or obligations incurred by CMU.
- d. No Solicitation. The parties to this Lease warrant that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. CMU shall not pledge or attempt to pledge or grant or attempt to grant as collateral or security any of CMU's interest in any

portion of the Property.

- e. **Improvements.** All improvements placed upon, under or about the Property or attached to the Property by Lessee shall be the sole and separate property of the Lessee upon expiration or termination of this Lease. At termination, the City may purchase the Facility and/or any improvements for a price and terms mutually agreed to by the City and the Lessee.
- f. **Recording.** Upon execution of the Lease Commencement Confirmation Letter, the City shall record this Lease or a memorandum of lease, in the real property records of Mesa County, Colorado.
- g. **Governmental Immunity.** Notwithstanding any other provision of this Lease to the contrary, nothing in this Lease is intended to be, and shall not be construed as, a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties, or their councilors, directors, trustees, officers, employees, volunteers, or agents, under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as now or hereafter amended.
- h. **Non-Appropriation.** All direct and indirect financial obligations of a Party under this Lease are subject to appropriation, budgeting, and availability of funds to discharge such obligations. If a Party's governing body fails to appropriate funds for that Party's obligations under this Lease, this Lease shall terminate on January 1 of the year for which the non-appropriation occurred, and neither Party shall have any further obligation to the other Party under this Lease beyond the financial obligations for which it previously appropriated funds.
- i. **Attorney Fees and Court Costs.** The prevailing Party in any legal action brought pursuant to this Lease-including an action for eviction-shall be entitled to receive its costs and reasonable attorney fees from the non-prevailing Party.
- j. **Notices.** All notices or demands under this Lease shall be in writing and shall be deemed given and received when
 - i. delivered personally;
 - ii. in the case of nationally recognized overnight courier service, notice shall be deemed to have been given and received on the next business day following its deposit with such courier service;
 - iii. in the case of the U.S. Postal Service, notice shall be deemed to have been given and received on the third business day after the deposit of a postage prepaid, certified return receipt requested, envelope, containing the notice, addressed to the receiving party, with the U.S. Postal Service;
 - iv. in the case of facsimile or electronic mail transmission, notice shall be deemed to have been given and received on the day of such transmission. All notices shall be given to the respective Parties at the addresses below, until further written notice. Notice must be given to all Parties to be effective.

To City:

City of Grand Junction
Attention: City Manager
250 North 5th Street
Grand Junction, CO 81501-2668

To CMU:

Colorado Mesa University
Attention: Office of the President
1100 North Avenue
Grand Junction, CO 81501

With a copy to:

City of Grand Junction
Attention: City Attorney
250 North 5th Street
Grand Junction, CO 81501

With a copy to:

Colorado Mesa University
Attention: General Counsel
1100 North Avenue
Grand Junction, CO 81501

- k. **Modifications.** Modifications to this Lease are effective when made in writing and signed by the Parties and by making reference to this Lease.
- l. **Governing Law and Venue.** In the event the City uses its Attorneys or engages an attorney to enforce the City's rights hereunder, CMU agrees to pay any and all attorney fees, plus costs, including the costs of any experts. Colorado law governs the interpretation of this Lease and any legal action brought to enforce the terms of this Lease must be brought in accordance with the laws of the State of Colorado. Venue for any action to enforce any covenant or agreement contained herein shall be in Mesa County, Colorado. In the event of a dispute about the understandings and agreements established by this Lease 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 the mediation. The obligation to mediate will terminate if the entire dispute is not resolved within sixty (60) days of the date written notice requesting the mediation is delivered by one Party to the other.
- m. **Severability.** If any provision of this Lease should be held invalid or unenforceable, the remaining provisions shall remain effective and in full force and effect as if they had been executed by the Parties subsequent to the expungement of the invalid provision(s).
- n. **Legal Counsel/Ambiguities.** The City and CMU have each obtained the advice of its/their own legal and tax counsel regarding this Lease or has knowingly declined to do so. Therefore, the parties agree that the rule of construing ambiguities against the drafter shall have no application to this Lease.
- o. **Complete Agreement, Applicable to Successors.** This Lease contains the entire agreement between the parties. All representations made by any officer, agent or employee of either party, unless included herein, are null and void and of no effect. Except for automatic expiration or termination, this Lease may not be changed, altered or modified except by a written instrument subsequently executed by both parties. This Lease and the duties, obligations, terms, and conditions hereof apply to and shall be binding upon the respective heirs, successors, and authorized assigns of both parties.
- p. **Integration.** This Lease, including all exhibits, sets forth the entire agreement between the City and CMU.
- q. **Execution.** This Lease may be executed in counterparts.

IN WITNESS WHEREOF, the City and CMU have executed this Lease or, as the case may be, have caused their officers, partners, or agents to execute this Lease as of the Effective Date.

THE CITY OF GRAND JUNCTION

Greg Caton

Greg Caton (Feb 1, 2021 10:28 MST)

Greg Caton
City Manager

THE STATE OF COLORADO acting by and through the Trustees of the Colorado Mesa University on behalf of Colorado Mesa University.

Tim Foster

Tim Foster (Feb 1, 2021 15:24 MST)

Tim Foster
President









2020.01.29 CMU Lincoln Park Golf Course Site Lease Agreement FINAL

Final Audit Report

2021-02-01

Created:	2021-01-29
By:	Jeffrey Hurd (jhurd@irelandstapleton.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAP2bigBcQN0onP9pQ17QOZWRs56waxvd-

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