

**MEMORANDUM OF AGREEMENT
BETWEEN THE
CITY OF GRAND JUNCTION, COLORADO
AND THE
COLORADO PLATEAU MOUNTAIN BIKE TRAIL ASSOCIATION INC.
("COPMOBA")
PROVIDING FOR USE OF CITY PROPERTY FOR THE
LUNCH LOOP SKILLS AREA ("LLSA") DEVELOPMENTAL BIKE PARK**

I. PURPOSE

The purpose of this Memorandum of Agreement ("Agreement") is to establish and define the relationship between the City of Grand Junction ("City") and the Colorado Plateau Mountain Bike Trail Association Inc. ("COPMOBA") regarding the maintenance and improvements of the Lunch Loop Skills Area Developmental Bike Park ("LLSA") on City property. The City and COPMOBA intend for COPMOBA to manage and maintain the LLSA that COPMOBA constructed through and under COPMOBA's original agreement with the City in 2010 as a feature of the City and BLM's Lunch Loop urban interface recreation area.

The Lunch Loop area is south of the City and is bordered by Monument Road, Little Park Road, the Colorado National Monument and private lands.

II. BACKGROUND

The Lunch Loop is a day use recreation area managed for non-motorized (hike, trail running, dog walking, bike) trail opportunities. Pursuant to this Agreement COPMOBA will be maintaining a developmental bike park with four distinctive features that were constructed by COPMOBA. Those features are a pump track, skills features, jump lines, and a dual slalom ("Improvements").

It is COPMOBA's intent to continue to provide a learning opportunity to beginning mountain bike riders. Most trails in the Lunch Loop area require an intermediate to expert skill level. COPMOBA recognizes the need to develop additional trails and features for an easy to intermediate skill level.

The Lunch Loop area is accessed primarily from Monument Road. Parking for users of the trail system is on City property and access is limited to the Monument Road Trailhead. The City has made improvements to the area and maintains the parking area. COPMOBA will maintain the Improvements it has made and/or will make to the LLSA.

The City and COPMOBA entered into an agreement in 2010 that expired in 2020. The 2010 agreement had the possibility of being extended for another 10 years, but

due to changes in the members of the board for COPMOBA the deadline was missed to extend the agreement. To be able to continue the LLSA, COPMOBA has requested a new agreement.

III. STATEMENT OF MUTUAL GOALS AND BENEFITS

The City and COPMOBA have determined that an agreement is necessary to describe and define the relationship between the City and COPMOBA regarding any construction and maintenance of the LLSA on City property.

In consideration of the mutual covenants contained herein, the City and COPMOBA agree as follows:

- A. The City does hereby license and authorize COPMOBA to occupy and use, under the terms and conditions of this Agreement, the land area in the following described real property in the County of Mesa, State of Colorado, to wit:

A portion of the Southwest Quarter of the Southwest Quarter of Section 21, Township 1 South, Range 1 West of the Ute Meridian, in Mesa County, Colorado.

An aerial photograph is attached hereto as Exhibit 1 and is incorporated by this reference as if fully set forth. It includes the area constructed with Improvements for the LLSA just southwest of the parking lot for the Lunch Loop Trail System. Exhibit 2 further depicts (area circled in red) and describes "the Property."

- B. The term of this Agreement shall be for ten (10) years ("Term"), commencing at midnight upon the date both the City and COPMOBA have executed the Agreement and expiring on midnight on the same date 10 years later.
- C. If COPMOBA performs pursuant to this Agreement, the City hereby gives and grants to COPMOBA an option to extend this Agreement for one (1) successive ten (10) year period ("Extended Term") which will commence upon the expiration of the prior term, upon the same terms and conditions as herein set forth.
- D. To exercise an option for an Extended Term, COPMOBA shall give written notice to the City of its intention to exercise the option not less than ninety (90) days prior to the expiration of the Term of this Agreement.
- E. The City agrees to license COPMOBA to use the Property, during the Agreement and the Extended Term, for the sole and exclusive consideration of


the cost of construction of any improvements and signage bearing rules and regulations for use of the LLSA to their original design and purpose and the continuing maintenance and improvements thereto.

- F. COPMOBA agrees to use the Property to construct, operate and maintain thereon a developmental bike park. COPMOBA may use/allow the use of the bike park for its purposes; however, COPMOBA may not lease, rent or otherwise charge for or receive compensation for use absent written agreement by the City.
- G. COPMOBA shall post and maintain, in consultation with and approval of the City, signs bearing rules and regulations for the use of the bike park including language in conformance with SB 24-058.
- H. The City shall not use nor permit the Property to be used in any other fashion or in any other manner during the term of this Agreement.
- I. COPMOBA shall obtain all required development permits for any improvements at no cost to the City.
- J. COPMOBA shall maintain during the Term of the Agreement and the Extended Term of the Agreement all aspects of the Property, including but not limited to the appearance and integrity of the Improvements; specifically, the Improvements shall be maintained in good order, good appearance and condition similar to that of their design.
- K. If COPMOBA refuses or neglects to perform maintenance work required under the terms hereof within forty-five (45) days after written demand or COPMOBA fails to complete such repairs or perform maintenance within a reasonable time thereafter, the City may, without any obligation or requirement to do so, enter on the Property and make such repairs or perform maintenance without liability to the City. If the City makes such repairs or performs such maintenance, then COPMOBA shall pay to the City, on demand, the cost thereof with interest at the rate of fifteen percent (15%) per annum from the date of the repairs until paid by COPMOBA. If in the City's opinion the maintenance required is such that the risk of injury is high, then the City may close the Property for use until the maintenance has been performed or the risk otherwise eliminated to the City's satisfaction.
- L. COPMOBA shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the use of the Property by the City during the term of this Agreement or any extension thereof so long as COPMOBA maintains the Improvements in their designed condition.

- M. To the extent authorized by law the City shall defend and hold harmless COPMOBA from premises liability, loss or damage claims or obligations resulting from any injuries or losses of any nature, except for actions that would be considered gross negligence, or willful and/or wanton acts on the part of COPMOBA.
- N. The City is self-insured up to \$150,000 per claim with excess coverage through an insurance company. It is a member in the Colorado Intergovernmental Risk Sharing Agency (CIRSA) pool. In addition to these protections the City will avail itself of the protections of the Colorado Governmental Immunity Act (C.R.S. 24-10-101 et.seq.). The law limits liability to up to \$350,000 per person and up to \$990,000 per occurrence, based on current statutory limits. So long as the City is insured through CIRSA or an equivalent organization, the City shall have no obligation to purchase public liability insurance and other coverage for protection against liability for damage claims through public use of or arising out of accidents occurring in and around the Property.
- O. COPMOBA shall not assign the terms, benefits, or obligations, of this Agreement without the prior written consent of the City.
- P. Unless otherwise agreed by the parties, all Improvements placed on or attached to the Property by COPMOBA shall be and become part of the Property. The Improvements shall be the sole and separate property of the City, subject to this Agreement. Upon the expiration or termination of the Agreement the City may use, modify, or dispose of the Improvements, in its sole discretion as it sees fit.
- Q. In the event the improvements on the Property become destroyed or substantially injured by any means, COPMOBA shall either promptly rebuild and restore the improvements or such portion as may have been injured or destroyed or clear the damaged or destroyed improvements from the Property. If COPMOBA determines not to perform repairs or to otherwise make the LLSA useable or occupiable, the City may terminate this Agreement by giving its notice to the COPMOBA that this Agreement is terminated.
- R. This Agreement contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto or as provided in Section Q.
- S. This Agreement shall be governed by and construed in accordance with the laws of the City of Grand Junction, State of Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the last signature provided.

COPMOBA:

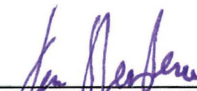


Print name legibly: John Howe
Title: President

City of Grand Junction,
A home rule municipality



Andrea Phillips, Interim City Manager



Ken Sherbenou, Parks & Recreation Director
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