

RESOLUTION NO. 08-25

**A RESOLUTION AUTHORIZING A LEASE OF CITY PROPERTY (2.27 ACRES)
FOR A HORSE CORRAL TO JEFFREY B. THURSTON AND SANDI L.
THURSTON**

Recitals.

The City of Grand Junction is the owner of the following described real property situated in the County of Mesa, State of Colorado, to wit:

A tract of land located within the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section 36, Township 12 South, Range 98 West, of the 6th Principal Meridian, Mesa County, State of Colorado, and more particularly described as follows:

Commencing at the Southeast Corner (SE) of said Section 36 (Found 2.75" Brass Cap in monument box) said point being the **Point of Commencement**; thence North 00°42'16" East a distance of 20.00 feet to a point on the East line of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of said Section 36, said point being the **Point of Beginning**; thence, North 89°23'57" West along the North line of Purdy Mesa Road Right-of-Way a distance of 407.03'; whence the South Quarter Corner of Said Section 36 bears North 89°54'55" West a distance 2220.41', thence, North 24°17'00" East a distance of 252.36', thence, North 71°23'57" East a distance of 324.32' to a point on the East line of the of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of said Section 36, thence, South 00°42'16" West along said East line a distance of 337.77' to the **Point of Beginning**.

Said parcel of land being comprised of 98,727 square feet or 2.27 acres as described.

The Basis of Bearing is North 89°23'57" West between the Southeast (SE) and South Quarter (S1/4) corners of said Section 36.

All in the County of Mesa, State of Colorado. (Hereinafter referred to as the "Property.")

The City Council deems it appropriate to lease the Property as requested by Jeffrey B Thurston and Sandi L. Thurston ("Thurstons") for a horse corral for two horses for

three, one-year terms, terminable in the City's sole discretion within 90 days written advance notice of termination to the Thurstons. The first term will commence February 26, 2025 and expire on February 25, 2026, at which time this Lease shall expire; provided, however, that in the event the Thurstons perform all the required duties and obligations pursuant to the attached Agreement to the satisfaction of the City and if the City chooses, at its sole option and discretion, to again lease the Property for a horse corral at the expiration of the first one-year term, the City may extend to a second one-year term, subject to each and every term contained in the attached Agreement. The second one-year term would commence February 26, 2026, and expire on February 25, 2027. In the event the Thurstons perform all the required duties and obligations pursuant to the attached Agreement to the satisfaction of the City and if the City chooses, at its sole option and discretion, to again lease the Property at the expiration of the second one-year term, the City may extend to a third one-year term, subject to each and every term contained in the attached Agreement. The third one-year term would commence February 26, 2027, and expire on February 25, 2028. If the Thurstons desire to lease the Property after February 2028, then the City Council will need to reconsider the matter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That in consideration of the Recitals the City Council authorizes and directs the City Manager on behalf of the City and as the act of the City, to execute the attached Lease Agreement for a horse corral on the Property to Jeffrey B. Thurston and Sandi L. Thurston for three, one-year terms, terminable in the City's sole discretion with 90 days written advance notice of termination to the Thurstons.

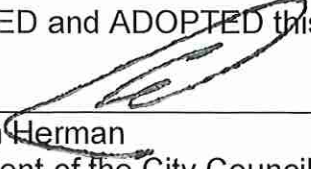
The first term will commence February 26, 2025 and expiring on February 25, 2026, at which time this Lease shall expire; provided, however, that in the event the Thurstons perform all the required duties and obligations pursuant to the attached Agreement to the satisfaction of the City and if the City chooses, at its sole option and discretion, to again lease the Property at the expiration of the first one-year term, the City may extend to a second one-year term, subject to each and every term contained in the attached Agreement.

The second one-year term, if any, would commence February 25, 2026, and expire on February 26, 2027.

In the event the Thurstons perform all the required duties and obligations pursuant to the attached Agreement to the satisfaction of the City and if the City chooses, at its sole option and discretion, to again lease the Property at the expiration of the second one-year term, the City may extend to a third one-year term, subject to each and every term contained in the attached Agreement.

The third one-year term, if any, would commence February 26, 2027, and expire on February 27, 2028.

PASSED and ADOPTED this 19th day of February 2025



Abram Herman
President of the City Council



ATTEST:



Selestina Sandoval
City Clerk

LEASE AGREEMENT

This Lease Agreement is made and entered into as of the _____ day of February 2025 by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Jeffrey B. Thurston and Sandi L. Thurston, hereinafter referred to as "Lessees".

Recitals.

A. The City is the owner of certain real property in the County of Mesa, State of Colorado, described as follows:

A tract of land located within the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section 36, Township 12 South, Range 98 West, of the 6th Principal Meridian, Mesa County, State of Colorado, and more particularly described as follows:

Commencing at the Southeast Corner (SE) of said Section 36 (Found 2.75" Brass Cap in monument box) said point being the **Point of Commencement**; thence North 00°42'16" East a distance of 20.00 feet to a point on the East line of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of said Section 36, said point being the **Point of Beginning**; thence, North 89°23'57" West along the North line of Purdy Mesa Road Right-of-Way a distance of 407.03'; whence the South Quarter Corner of Said Section 36 bears North 89°54'55" West a distance 2220.41', thence, North 24°17'00" East a distance of 252.36', thence, North 71°23'57" East a distance of 324.32' to a point on the East line of the of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of said Section 36, thence, South 00°42'16" West along said East line a distance of 337.77' to the **Point of Beginning**.

Said parcel of land containing 98,727 square feet or 2.27 acres as described.

The Basis of Bearing is North 89°23'57" West between the Southeast (SE) and South Quarter (S1/4) corners of said Section 36.

as depicted in the attached Exhibit A, a Partial Improvement Survey incorporated herein by reference, and hereinafter referred to as "the Property". This is a small portion of land included within the City's Hallenbeck Ranch and not otherwise leased to others by the City.

B. Lessees desire to lease from the City the land for the purpose of allowing their two horses to have additional room for a "corral area" under the terms and conditions of this Lease Agreement.

C. The City has agreed to lease the Property to Lessees under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the recitals above and the terms, covenants and conditions contained herein, the parties hereto agree as follows:

1. Grant and Acceptance of Lease. The City hereby leases the Property to Lessees as a corral area as a pen for the Lessees' two horses, allowing for an area that the horses may also be ridden by the Lessees and Lessees hereby accept and lease the Property from the City, for the term stated in paragraph 2 below and for the specific purposes and duties of maintaining all aspects of the Property in accordance with the terms and conditions of this Agreement.

2. Term. The term of this Lease shall be for three, one-year terms, terminable in the City's sole discretion with 90 days written advance notice of termination to Lessees at the address in paragraph 16. The first term is to commence on February 26, 2025, and shall continue through February 25, 2026, at which time this Lease shall expire; provided, however, that in the event Lessees shall fully and completely fulfill each and every covenant, condition, duty and obligation of the Lessees as hereinafter set forth and in the event the City determines, at the City's sole discretion, to again lease the Property in accordance with provisions of this Lease, Lessees shall have the first right of refusal to lease the Property for the second term commencing on February 26, 2026, and expiring on February 25, 2027, at which time this Lease shall expire; provided, however, that in the event Lessees shall fully and completely fulfill each and every covenant, condition, duty and obligation of Lessees as hereinafter set forth and in the event the City determines, at the City's sole discretion, to again lease the Property in accordance with the provisions of this Lease. Lessee shall have the first right of refusal to lease the Property for the third term commencing on February 26, 2027, and expiring February 25, 2028, as more fully set forth in paragraph 12 below.

3. Reservations from Lease. The City reserves from this Lease and retains unto itself:

- a. all oil, gas coal and other minerals and mineral rights underlying and/or appurtenant to the Property;
- b. all hunting rights concerning the Property;
- c. all rights to grant, sell, bargain, convey and dedicate any ownership interest(s) in and to the Property, or any division thereof, to any other party, including the conveyance of easements, so long as such action will not substantially interfere with Lessees' use and quiet enjoyment of the Property for the purposes set forth in this Agreement;
- d. the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, in whole or in part, even if such taking is made by and/or for the purposes of the City, or for the conveyance in lieu of condemnation. Lessee hereby assigns and transfers to the City any claim Lessees may have to compensation, including claims for damages, as a result of any condemnation; and

- e. water and water rights, ditches and ditch rights which are or may have been appurtenant to and/or connected with the Property.

4. Rent and Taxes.

- a. Lessees agree to pay the City, as rental for the Property, improvements and appurtenances, the total sum of \$500 per year payable on or before February 26 for each Lease Term.
- b. All rent payments paid by Lessees to the City shall be delivered either by mail or personal delivery to:

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

All rent payments deposited by Lessees shall be clearly marked "City Property Corral Lease Payment".

- c. Lessees shall be obligated to pay all property taxes assessed because of Lessees' possessory interest in the Property. Taxes shall be paid when due and shall not be unpaid/allowed to accrue as a lien against the Property. Taxes shall be paid to Mesa County.
- d. In the event rental and/or tax payments are not received on or before the specified due dates, subject to the provisions of Section 11, this Lease shall terminate without notice and the City may immediately retake possession of the Property.

5. Lessees' Use and Occupancy of the Property. Lessees' use and occupancy of the Property shall be specifically limited to the Lessees' two horses for dry grazing, the horses being penned, the horses being exercised and/or ridden by Lessees and for no other purposes whatsoever. Before using the Property, at Lessees' expense, Lessees shall enclose the Property with horse fencing, to keep the horses from escaping the area on to the nearby ditches, road right-of-way, the City's property, or neighboring properties. A gate shall be provided for reasonable access by the City to the Property. No temporary or permanent structures are allowed unless written permission has been obtained from the City in advance of the structure being placed on the Property. Lessee shall not use or occupy the Property nor allow any other person to use or occupy the Property for any purpose not specifically allowed by this Agreement or prohibited 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 Property. Any expenses incurred for approval for a use of the Property from a governmental authority shall be the Lessees' responsibility.

6. Specific Duties and Obligations of Lessees. As consideration for the lease of the Property, Lessees shall, at no cost or expense to the City:

- a. Install, maintain and repair all fences and gates in a manner that will contain the horses. Failure to contain the horses is a basis for termination of the Lease. Lessees may install locks on all gates, provided, however, that Lessees shall provide the City with lock combinations and/or copies of keys to all locks installed by Lessees;
- b. Maintain all aspects of the Property and keep the Property in a clean, safe and healthy condition and in compliance with all applicable codes, ordinances, regulations, rules and orders. No excrement from any livestock may be stored on the Property.
- c. Timely pay all real estate, use and possessory taxes which may be levied upon and against the Property and any taxes or assessments levied against livestock and other personal property of Lessees or any other leasehold interest acquired by Lessees under this Agreement.
- d. Forever waive and forego any claim, cause of action or demand Lessees may have against the City, its officers, employees, agents and assets for injury to or destruction of any property of Lessees or any other party that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, of Lessees or any other person; and to indemnify, defend and hold the City and the City's officers, employees, agents and assets harmless from any and all fines, suits, procedures, claims, damages, actions, costs and expenses of every kind, and all costs associated therewith, including any damages caused by Lessees' horse(s), the costs and fees of attorneys, consultants and experts, in any manner arising out of or resulting from Lessees' use, occupancy, maintenance and improvement, or lack of maintenance or improvement of the Property.
- e. 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. Lessees agree 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 shall be reported immediately to the City. Lessee further agrees that all costs and responsibilities for cleaning, removing and abating any violation pursuant to this paragraph shall be borne solely by Lessees.
- f. Purchase and at all times during the term of this lease maintain in effect suitable comprehensive general liability and hazard insurance which will 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 Property, including Lessees. Such insurance policy(ies) shall have terms and amounts approved by the City Manager. Such insurance shall not be cancelable without thirty (30) days prior written notice to the City, 10 days for failure to pay, and shall be

written for at least a minimum of Five Hundred Thousand Dollars (\$500,000.00), a combined single limit. The certificate of insurance must be deposited with the City and must designate "The City of Grand Junction, its officers, employees, agents and assets" as additional insureds. If a policy required by this Lease and approved by the City Manager is not at all times in full force and effect during the term of this Lease, this Lease shall automatically terminate.

- g. Care for Lessees' livestock in the highest standard of care and in a manner that will not over-graze or overuse the Property or otherwise cause deterioration of or destruction to the Property. Lessees shall comply with all applicable regulations of the United States Department of Agriculture, Livestock laws and regulations of the State of Colorado, and any and all federal, state and county laws, ordinances and regulations which are applicable to the area in which the Property is located.

7. Use of Chemicals on the Property. Lessees shall not apply any chemicals on the Property, including, but not limited to, fertilizers, herbicides and pesticides, without the prior written consent of the City. Lessees shall keep the City advised at all times of chemicals used on the Property, 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. No chemicals shall be stored on the Property.

8. Hazardous Substances.

- a. The term "Hazardous Substances", as used in this Agreement, shall mean any substance which is: defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law enacted by any federal, state and local governmental agency or other governmental authority; a petroleum hydrocarbon, including, but not limited to, crude oil or any fraction thereof; hazardous, toxic or reproductive toxicant; regulated pursuant to any law; any pesticide or herbicide regulated under state or federal law. The term "Environmental Law", as used in this Lease Agreement, shall mean each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety of the environment, either now in force or hereafter enacted.
- b. Lessees shall not cause or permit to occur by Lessees' and/or Lessees' agents, guests, invitees, contractors, licensees or employees:
 - 1) any violation of any Environmental Law on, under or about the Property or arising from Lessee's use and occupancy of the Property, including, but not limited to, air, soil and groundwater conditions; or
 - 2) the use, generation, accidental or uncontrolled release, manufacture, refining,

production, processing, storage or disposal of any Hazardous Substance on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance in violation of any federal state or local law, ordinance or regulation either now in force or hereafter enacted.

9. Environmental Clean-Up.

The following provisions shall be applicable to Lessees and to Lessees' agents, guests, invitees, contractors, licensees and employees:

- a. Lessees shall, at Lessees' sole cost and expense, comply with all Environmental Laws and laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances;
- b. Lessees shall, at Lessees' sole cost and expense, make all submissions to provide all information required by and/or to comply with all requirements of all governmental authorities ("the Authorities") under Environmental Laws and other applicable laws.
- c. Should any Authority or the City demand that a clean-up plan be prepared and that a clean-up plan be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances on, under or about the Property, Lessees shall, at Lessees' sole cost and expense, prepare and submit the required plan(s) and all related bonds and other financial assurances, and Lessees shall carry out all such clean-up plan(s) in compliance with the Authorities and all Environmental Laws and other applicable laws.
- d. Lessees shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances requested by any Authority. If Lessees fail to fulfill any duty imposed hereunder within a reasonable time, the City may do so on Lessees' behalf and, in such case, Lessees shall cooperate with the City in the preparation of all documents the City or any Authority deems necessary or appropriate to determine the applicability of Environmental Laws to the Property and Lessees' use thereof, and for compliance therewith, and Lessees shall execute all documents promptly upon the City's request. No such action by the City and no attempt made by the City to mitigate damages under any Environmental Law or other applicable law shall constitute a waiver of any of Lessees' obligations hereunder.
- e. Lessees' obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.
- f. Lessees shall indemnify, defend and hold the City, its officers, employees, agents and assets harmless from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances and the violation of any Environmental Law and other applicable law by Lessees and/or Lessees' agents, guests, invitees,

contractors, licensees and employees that occur during the term of this Lease or any extension thereof, or from Lessees' failure to provide all information, make all submissions, and take all actions required by all Authorities under the Environmental Laws and other applicable laws. Lessees' obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

10. Condition of the Property.

- a. Lessees affirm that Lessees have inspected the Property and have received the Property in good order and condition. Lessees further affirm that the condition of the Property is sufficient for the purposes of Lessees. The City makes no warranties nor promises, either express or implied, that the Property is sufficient for the purposes of Lessees.
- b. In the event the Property is damaged due to fire, flood or any other act of nature or casualty, or if the Property is damaged to the extent that it is no longer functional for the purposes of Lessees, the City shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable; damages shall be at Lessees' sole and absolute risk.

11. Default, Sublet Termination.

- a. Should Lessees: 1) default in the performance of Lessees' agreements, duties or obligations set forth under this Agreement and any such default continue for a period of thirty (30) days after written notice thereof is given by the City to Lessees, or 2) abandon or vacate the Property, or 3) suffer death, or 4) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed, the City may, at the City's option, cancel and annul this Lease at once and enter and take possession of the Property immediately without any previous notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction, in whole or in part, of any claim or demand arising out of or connected with any breach or violation by Lessees of any covenant or agreement to be performed by Lessees. Upon reentry, the City may remove the property and personnel of Lessees and store Lessees' property in a warehouse or at a place selected by the City, at the expense of Lessees and without liability to the City. Any such reentry shall not work a forfeiture of nor shall it terminate the rent(s), fees, assessments or the covenants and agreements to be performed by Lessees for the full term of this Lease; and upon such reentry, the City may thereafter lease or sublease the Property for such rent as the City may reasonably obtain, crediting Lessees with the rent so obtained after deducting the cost reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Property. Nothing herein shall prejudice or be to the exclusion of any other rights of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

- b. Except as otherwise provided for (automatic and immediate termination), if Lessees are in default in the performance of any term, condition, duty or obligation of this Agreement, the City may, at its option, terminate this Lease upon giving thirty (30) days written notice. If Lessees fail within any such thirty (30) day period to remedy each and every default specified in the City's notice, this Lease shall terminate. If Lessees remedy such default, Lessees shall not thereafter have the right of thirty (30) days to remedy with respect to a subsequent similar default, but rather, Lessees' rights shall, with respect to a subsequent similar default terminate upon the giving of notice by the City.
- c. Lessees shall not assign or sublease this Lease or any right or privilege connected therewith, or allow any other person, except as provided herein and except the employees of Lessees, to occupy the Property or any part thereof. Any attempted assignment, sublease or permission to occupy the Property conveyed by Lessees shall be void and shall, at the option of the City, provide reasonable cause for the City to terminate this Lease. The interest of Lessees in this Lease is not to be assignable by operation of law without the formal approval of the City.

12. Option to Extend Lease If Lessees performs Lessees' duties and obligations pursuant to this Agreement to the satisfaction of the City, and if the City chooses, at its sole option and discretion, to again lease the Property at the expiration of the term as set forth in paragraph 2, the City hereby grants to Lessees an option to extend this Lease for two (2) additional one (1) year periods, commencing on the next January 15, and expiring on the following January 14 ("extended term"), upon the same terms and conditions of this Agreement or upon such other terms and conditions which may hereafter be negotiated between the parties. In order to exercise Lessees' option for an extended term, Lessees shall, on or before October 15, of the Lease Term year, give written notice to the City of Lessees' desire and intention to lease the Property for another term.

13. Miscellaneous Provisions.

- a. The City, by entering into this Lease Agreement, does not part with its entire possession of the Property, but only so far as it is necessary to enable Lessees to use and occupy the Property and to carry out the duties, obligations, terms and provisions of this Agreement. The City reserves the right to at reasonable times have its officers, employees and agents enter into and upon the Property and every part thereof and to do such acts and things as may be deemed necessary for the protection of the City's interests therein.
- b. It is expressly agreed that this Lease is one of lease and not of partnership. The City shall not be or become responsible for lost profits, lost opportunities or any debts contracted by Lessees. Lessees shall keep the Property 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 Lessees. Lessees shall save, indemnify and hold the City and the City's officers, employees, agents and assets harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by

Lessees or sustained in connection with Lessees' performance of the duties, obligations, terms and conditions of this Agreement or the conditions created thereby, or based upon any violation of any statute, ordinance, code, rule or regulation, either now in force or hereinafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Lessees shall also save, indemnify and hold the City and the City's officers, employees, agents and assets harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Lessees.

- c. The parties to this Lease Agreement 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. Lessees agree to defend, indemnify and hold the City harmless from any claim for real estate brokerage commissions or finder's fees asserted by any other party claiming to be entitled to brokerage commissions or finder's fees arising out of or in connection with this Lease.
- d. Lessees shall not pledge or attempt to pledge or grant or attempt to grant as collateral or security any of Lessees' interest in any portion of the Property.
- e. Unless otherwise agreed to by the parties in writing, all improvements placed upon, under or about the Property or attached to the Property by Lessees shall be and become part of the Property and shall be the sole and separate property of the City upon the expiration or termination of this Lease.

14. Surrender, Holding Over. Lessees shall, upon the expiration or termination of this Lease, peaceably surrender the Property to City in good order, condition and state of repair. In the event Lessees fail, for whatever reason, to vacate and peaceably surrender the Property upon the expiration or termination of this Lease, Lessees agree that Lessees shall pay to the City the sum of \$100.00 per day for each and every day thereafter until Lessees have effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the event Lessees fail to vacate and surrender the Property upon the expiration or termination of this Lease, and that said \$100.00 daily fee is an appropriate liquidated damages amount.

15. Enforcement, Partial Invalidity, Governing Law.

- a. In the event the City uses its Attorney or engages an attorney to enforce the City's rights hereunder, Lessees agree to pay any and all attorney fees, plus costs, including the costs of any experts.
- b. The invalidity of any portion of this Lease Agreement shall not affect the validity of any other provision contained herein. In the event any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as

if they had been executed by both parties subsequent to the expungement of the invalid provision(s).

- c. This Lease Agreement shall be governed by and construed 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.

16. Notices. All notices to be given with respect to this Agreement shall be in writing delivered either by United States mail or Express mail, postage prepaid, or personally by hand or by courier service, as follows:

To the City:
City of Grand Junction
Attn: Water Services Manager
250 North 5th Street
Grand Junction, CO 81501

With Copy to:
City of Grand Junction
Attn: City Attorney
250 North 5th Street
Grand Junction, CO 81501

To Lessees:
Jeffrey B. Thurston and Sandi L. Thurston
4300 Purdy Mesa Rd.
Whitewater, CO 81527

All notices shall be deemed given: (a) if sent by mail, when deposited in the mail, or (b) if delivered by hand or courier service, when delivered. The parties may, by notice as provided above, designate a different address to which notice shall be given.

- 17. Legal Counsel / Ambiguities. The City and Lessees have each obtained the advice of its/their own legal and tax counsel regarding this Agreement 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 Agreement.
- 18. Total Agreement: Applicable to Successors. This Lease Agreement 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 Agreement may not be changed, altered or modified except by a written instrument subsequently executed by both parties.

This Lease Agreement 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.

Lessees:

Jeffrey B. Thurston

Sandi L. Thurston

City of Grand Junction

Attest:

Selestina Sandoval, City Clerk

Michael P. Bennett, City Manager