

LEASE AGREEMENT

THIS Lease Agreement, is made and entered into at Grand Junction, Colorado as of the _____ day of August, 2009 by and between the County of Mesa, Colorado, a quasi-municipal corporation, hereinafter referred to as ``Lessor``, and the Grand Junction Modelers Club, a non-profit corporation of the State of Colorado, hereinafter referred to as ``Lessee``.

WITNESSETH

WHEREAS, Lessor owns certain real property located generally south of the City of Grand Junction, Colorado, the specific legal description of which is: **All of Lot 3, Section 2, T2S, R1E, of the Ute Meridian**; and,

WHEREAS, Lessee does not have adequate facilities and is desirous of acquiring land by way of lease from Lessor on which to conduct model flying; and

WHEREAS, the parties are desirous of entering into a Lease Agreement whereby Lessee may acquire the right to construct certain improvements on the subject property, and to enhance the same for the benefit of the public.

NOW, THEREFORE, in consideration of the premises and promises as hereafter set forth, it is agreed as follows:

1. The term of this Lease shall be for a period of five (5) years, to commence as 12:00 o'clock noon on the 1st day of July 2009, and terminate at 12:00 o'clock noon on the 1st day of July 2014.
2. From and after commencement of this Lease Agreement, and during the entire term of this Lease, Lessee covenants to pay to Lessor, at such place, as Lessor shall from time to time direct, an annual rent fee in the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per year as required by this Agreement. Such installment shall be payable in advance on or before 12:00 noon on the date above first written. Said rental shall be due without notice or demand.
3. Contract Administrator for Lessor shall be Greg Linza, Parks and Landscape Manager, Mesa County Facilities and Parks Department, or designee, whose address is P. O. Box 20,000, Grand Junction, CO 81502-5024. Contract Administrator for Lessee shall be Pat Trimm, whose address is 2500 Broadway, Unit B#217, Grand Junction, CO 81503.
4. This Lease is for the sole purpose of allowing Lessee to conduct model flying and related support activities upon the leased premises. The purpose of this Lease shall not be expanded or otherwise altered without the prior express written consent of Lessor.

5. At the expiration of the term as set forth above, Lessee shall have first option to renew Lease for an additional five (5) year term, subject to agreement by Lessee to comply with then current Land Use and Leasing Policies of Lessor.
6. Lessee shall, at its sole expense, maintain any and all improvements and the leased premises in good order and repair at all times.
7. Upon expiration or termination of this Lease, Lessor may, at its sole discretion, select for retention by Lessor any of the improvements installed by Lessee on the leased premises and Lessee shall execute all documents necessary and take all actions necessary to enable Lessor to accomplish such selection and retention of improvements. Those improvements not selected for retention by Lessor shall be removed by Lessee within ninety (90) days of expiration or termination of this Lease and Lessee shall return the leased premises to its original condition insofar as reasonably possible.
8. Lessee shall, at its expense, construct and maintain in good order and repair at all times, any required roadways and parking areas.
9. Lessee shall be responsible for any taxes which may lawfully result from Lessee's occupancy under this Lease.
10. Required utility services shall be installed by Lessee at its expense and all utility charges of whatever nature shall be, and are, the responsibility of Lessee.
11. Lessee shall install, at its expense, appropriate sanitary facilities and shall maintain the same in good order and repair at all times. These facilities must comply with all State and County Health Laws.
12. Lessee shall, at its expense, provide appropriate trash and litter containers, shall service and empty the same, and shall keep the leased premises free from trash and litter. This is to be done for all trash resulting from Lessee's events and usage.
13. The leased premises and facilities installed by Lessee hereunder, shall be open to the general public at reasonable times, and Lessee may establish and charge reasonable fees for use of the facilities to members of the general public who are not members of Lessee.
14. Lessee may periodically close the leased premises to use by the general public for reasonable periods of time, to enable Lessee to conduct special events such as, without limitation, major invitational events or other scheduled events.
15. Lessee shall establish and prominently post such rules as are necessary for administration of flying area and for the safety of persons present, whether flying or not.
16. Lessee shall coordinate its activities on the leased premises with Lessor and Lessor's representatives. For example, Lessee should avoid having a major model flying event at

the same time and organized drag race or trap-shoot is being held. The purpose hereof is to avoid undue congestion and traffic problems resulting from both events being held on the same day.


17. Lessee shall comply with Title VI of the Civil Rights Act of 1964 (PL88-352) and in accordance with that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination upon the leased premises, and Lessee shall immediately take any measures necessary to effectuate this Agreement.
18. In the event the leased premises shall be required in whole or in part by Lessor, in its sole discretion, for public purposes, or in the event the leased premises shall be taken by right of dominant, eminent domain, then this Lease at the option of either party, shall forthwith cease and terminate. In the event this Lease is terminated for the reason set forth, immediately above, Lessor shall use its best efforts to provide Lessee with comparable property for reconstructing a model flying facility. Any compensation received by Lessor as a result of dominant, eminent domain proceeding, which are attributable solely to the improvements erected on the leased premises by Lessee, shall be payable to Lessee.
19. Lessee shall, at its expense and during the term of this Lease, purchase and maintain in effect general liability insurance which will protect Lessor from liability in the event of loss of life, personal injury, or property damage suffered by any person or persons using the leased premises. Such insurance shall not be cancelable without ten (10) days prior written notice to Lessor and shall be a minimum of \$1,000,000 combined single limit.
20. Precautions shall be exercised at all times for the protection of all persons and property. The safety provisions of all applicable laws, regulations and codes shall be observed. Hazards arising from the use of the vehicles, machinery and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. Lessee shall comply fully with all requirements of pertinent Federal, State or local statutes, rules or regulations. Lessee shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.
21. Lessee shall not sublet the leased premises or assign this Lease without the prior written consent of Lessor and any attempt by Lessee to sublet or assign without prior written consent shall render this Lease null and void.
22. This Lease shall be given a reasonable construction so that the intention of the parties to confer usable right of public enjoyment of Lessee is carried out.
23. In order to keep Lessor advised on a regular basis of Lessee's activities on the leased premises, Lessee shall make an annual report to the Mesa County Facilities and Parks Contract Administrator summarizing the past years activities and the coming year's proposed activities.

- 24. In the event of default by either party under the terms of this Lease, notice of such default shall be given in writing to the party in default, mailed to its address as set forth herein or to such address as the parties may from time to time designate in writing, United States mail, postage prepaid, certified, return receipt requested, and if such default is not cured within thirty (30) days from the date of mailing of the notice of default, the non-defaulting party may terminate this Lease by giving written notice of termination in the same manner as aforesaid, to be effective ten (10) days from the date of mailing of the notice of termination.
- 25. Lessee shall be liable to and hereby agrees to indemnify and hold harmless Lessor, each officer, official, agent and employee of Lessor against all claims against them for personal injury or wrongful death or property damage arising out of negligent performance.
- 26. To the fullest extent permitted by law, the Lessee agrees to indemnify, defend and to hold County and its directors, officers, and employees harmless from and against any and all damages, fees, and expenses for or on account of damage to property of any person, firm, corporation or governmental agency, including property of County, or death of or injury to any person or persons, including Lessee's employees, volunteers, officers and directors, in connection with this Agreement, whether or not it shall be alleged or determined the harm was caused through or by the Lessee.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first written above.

THE BOARD OF COUNTY COMMISSIONERS GRAND JUNCTION MODELEERS CLUB
COUNTY OF MESA, COLORADO

By: _____
Steven Acquafresca, Chairman

By:  _____
Pat Trimm, President

ATTEST:

Janice Ward, Clerk and Recorder