

**LEASE AGREEMENT**

Dated as of March 30, 2023

by and between

**MESA COUNTY, COLORADO,  
A POLITICAL SUBDIVISION IN THE STATE OF COLORADO**  
as Lessor,

and

**FAITH HEIGHTS,  
A COLORADO NONPROFIT CORPORATION,**  
as Lessee

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**THIS LEASEBACK AGREEMENT**, hereinafter "Agreement", as entered into this 30th, day of March, 2023, is by and between **MESA COUNTY, COLORADO**, a political subdivision of the State of Colorado (the "*Lessor*"), and **FAITH HEIGHTS, A COLORADO NONPROFIT CORPORATION**, (the "*Lessee*").

**RECITATIONS:**

Lessor is the owner of certain real property known as the Faith Heights Church, 600 28 1/4 Road, Grand Junction, Colorado, 81506 hereinafter referred to as the "Premises".

Lessor desires to lease and Lessee desires to rent said Premises, to be used to as a church and office space for Lessee, upon the terms and conditions herein set forth.

In consideration of the payment of the rent and the keeping and performance of the covenants and agreements of the Lease hereinafter set forth, and other good and valuable consideration including but not limited to the Parties' performance of a certain Contract to Buy and Sell Real Estate dated 11/28/22, Lessor hereby leases unto Lessee the above-described Premises.

**TO HAVE AND TO HOLD** the same for the term of this Lease as hereinafter defined.

**ARTICLE I - TERM OF LEASE**

This Lease shall commence on March 30, 2023 and shall end on March 29, 2024, unless extended or terminated in accordance with the terms and conditions outlined in Paragraph 10.1 and 10.2 of this Lease.

**ARTICLE II - RENT AND UTILITIES**

2.1 From and after commencement of this Lease, and during the entire term of the Lease, Lessee covenants to pay Lessor, at such place as Lessor shall direct, One Dollar 00/100 (\$1.00) per month as required by this Agreement. Rent, in the amount of \$1.00 per month, shall be payable on the first day of each month, to Mesa County, attention: Mesa County Facilities and Parks, P.O. Box 20,000-5024, Grand Junction, CO, 81502-5024, upon execution of this Lease.

2.2 Lessee shall establish all utilities in the name of the Lessee, including, but not limited to, water, sewer, garbage, electricity, and any other services engaged by or Lessee or required for the operation of the Premises (collectively the "Utilities"), at such time as the same become due and payable. Obtaining, maintaining and paying for the Utilities is a responsibility of Lessee, and the failure to do so shall be a breach of this Lease that may result in the termination of this Lease as provided herein.

**ARTICLE III- INDEMNIFICATION**

3.1 The Lessee agrees to save, hold harmless and protect Lessor, and its officers, agents, employees, invitees, volunteers, and guests free from any and all loss, damage, claims, or expenses, including court costs and attorney fees, to which either party may be subjected as a result of and/or arising out of Lessee's occupancy of the Premises, or caused by Lessee's failure to properly perform any of its responsibilities required hereunder.

## **ARTICLE IV - INSURANCE**

4.1 - At all times during the Lease Term, Lessee agrees to procure and maintain theft, fire, and extended coverage insurance on the improvements and contents of the leased Premises and for the benefit of Lessor and Lessee, both to be named as Insureds, General Public Liability Insurance, "Occurrence Form" (provided that Occurrence Form insurance is reasonably available) with minimum limits of \$1 million per occurrence and \$1 million aggregate for bodily injury or death occurring within or upon the premises being leased.

4.2 - Each party shall have the right to insure and maintain the insurance coverages required by this Lease under blanket insurance coverages covering other premises so long as such blanket insurance policies specify a stated value for the premises and comply with the amounts of insurance and other requirements hereof.

4.3 - All insurance policies required hereunder shall include a 30-day notification of cancellation clause. In addition, the County Contract Administrator shall be notified in writing thirty (30) days prior to any material changes in the insurance policy(s) (without limitation) such as cancellation, non-renewal, reduction in coverage, or alteration of coverage. Further, each party shall deliver to the other party certificates of insurance on Accord Form 25-S certifying the above-described insurance is in full force and effect upon signing of this contract. Such delivery shall be made within thirty (30) days after commencement of this lease.

## **ARTICLE V - FIRE AND CASUALTY DAMAGE**

5.1 - If the demised premises should be damaged or destroyed by fire, tornado, or other casualty, Lessor shall give immediate written notice to Lessee.

5.2 - If the demised premises should be so damaged that rebuilding or repairs cannot reasonably be completed within ninety (90) days from the date of written notification by Lessor to Lessee of the happening of the damage, this Lease shall terminate, effective as of the date of the happening of the damage.

5.3 - If the demised premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within ninety (90) days from the date of written notification by Lessee to Lessor of the happening of the damage, this Lease shall not terminate. In the event that Lessor should choose not to complete such rebuilding or repairs within ninety (90) days from the date of written notification by Lessor to Lessee of the happening of the damage, Lessee may at this option terminate this Lease by written notification at such time to Lessor, whereupon all rights and obligations hereunder shall cease. Provided, however, any claims against Lessee for amounts due prior to or as a result of the damage shall survive the termination of this Lease.

## **ARTICLE VI - REPAIRS, MAINTENANCE USE, AND ALTERATIONS**

Lessee shall:

6.1 - Accept the Premises on an "as is" basis and keep the improvements presently upon the Premises, and those that may be installed by Lessee or Lessor, in good repair, and at the expiration of this Lease will surrender and deliver up the Premises in good condition, ordinary

wear excepted.

6.2 - Neither permit nor suffer said Premises, or the walls or floors thereof, to be endangered by overloading, nor said Premises to be used for any purpose that would render the insurance thereon void or the insurance risk more hazardous.

6.3 - Make no improvements, additions or alterations that change the building blueprint.

6.4 - Be in compliance with federal laws pertaining to the use, storage, generation, or disposal of any hazardous materials or wastes on said Premises.

Lessor shall:

6.5 - Make timely repairs to major items on the Premises such as, but not limited to: walls, foundation, roof, sidewalks and exterior of the building, and all floors, sewer and water connections, electrical and gas services, plumbing, wiring, lighting, glass and the heating and cooling equipment as the need for such repairs may arise; to test and repair and to maintain the building safe for occupancy and fit for Lessee's uses; save and except ordinary wear and tear, loss by fire or other insured peril.

## **ARTICLE VII - INSPECTION OF PREMISES BY LESSOR**

Lessee agrees to permit Lessor or the authorized representative of the Lessor to enter the premises at all times during usual business hours and/or after normal business hours, for the purpose of inspecting the premises, making necessary repairs to the Premises, and performing any work therein which may be necessary. Lessor may, during the progress of any work on the Premises, keep and store thereon any necessary materials, tools, and equipment in a reasonable manner so as not to interfere with Lessee's occupancy of premises.

## **ARTICLE VIII - PEACEFUL ENJOYMENT; EXCEPTIONS**

8.1 - Lessor shall guarantee the peaceful and quiet enjoyment of the Premises, to the extent the Lessor is able, during the full term of this Lease by Lessee.

8.2 - Lessor's promise contained in Section 8.1 is subject to the provisions of Article VII.

## **ARTICLE IX - PURPOSE, SUBLET AND ASSIGNMENT**

9.1 - The Premises is leased to Lessee for the expressed and exclusive purpose of operating the Faith Heights Church. If any attempt is made to utilize the Premises for any other purposes, this Lease may be immediately terminated by the Lessor at its sole option. If such attempt changes or alters the Premises, Lessee shall be liable for any and all costs, repairs and other damages that are incurred by Lessor in returning the Premises to the previous condition.

9.2 - This Lease shall not be assigned or sublet, in whole, or in part. Any attempt to assign or sublet this lease without prior written approval of the Lessor shall render the assignment of

sublease void and shall be grounds for Lessor, in Lessor's sole and unfettered discretion to terminate Lessee's occupancy of the premises.

## **ARTICLE X - RENEWAL, TERMINATION, DEFAULT**

10.1 – Upon the expiration of the Lease term of twelve (12) months, this Lease will continue on a month-to-month basis. If either Lessor or Lessee do not wish this Lease to continue, they shall provide written notice to the other party thirty (30) days before the expiration of the twelve (12) month term.

10.2 After the initial Lease term expires, either Lessor or Lessee may terminate the month-to-month lease by providing at least thirty (30) days written notice to the other party and termination will be effective on the date specified in the notice.

10.3 This Lease may be terminated at any time during the initial Lease term of twelve (12) months by the Lessee without cause upon advance notice of ninety (90) days, in the manner of giving notice as provided herein.

10.4 - This lease and all rights of Lessee hereunder with respect to the Premises shall terminate and be forfeited forthwith and without notice at the option of Lessor if:

- (i) Any delinquent installment of rent not be paid within thirty (30) days after Lessor has notified Lessee by certified mail that the same is delinquent;
- (ii) Lessee shall default in the performance or observation of any conditions, act or thing required that is specifically mentioned in sub-paragraph (i) immediately above and shall fail to remedy or cure such default within fifteen (15) days after receipt from Lessor or written notice of the existence of such default.

10.5 - No assent, expressed or implied, to any breach of any one or more of the covenants or agreements contained in this Lease shall be deemed or taken to be a waiver of any succeeding or other breach.

10.6 - This Lease is subject to immediate termination by the Lessor in the event Lessor determines that the health, safety, or welfare of the community may be in jeopardy. Additionally, Lessor may immediately terminate this Lease upon verifying that the Lessee or its agents has engaged or is about to participate in fraudulent or illegal acts.

## **ARTICLE XI - ADDITIONAL PROVISIONS**

11.1 - It is further understood and agreed that, except as otherwise expressly provided herein, all of the covenants and agreements contained in this Lease shall extend to and be binding upon the executors, legal representatives, successors, and assigns of the parties hereto.

11.2 - The duties contemplated by Article III shall survive the term or expiration of this Lease.

11.3 - Any notice required under the terms of this Lease shall be given in writing, postage prepaid, addressed as follows:

**LESSOR:**

Mesa County Facilities and Parks Department  
Attn: Facilities Director  
P.O. Box 20,000-5024  
Grand Junction, CO 81502-5001

**LESSEE:**

Faith Heights Church  
Attn: John Cappetto  
600 28 1/4 Road  
Grand Junction, CO 81506

11.4 - The parties hereto agree that no amendment or modification of this Lease shall be valid or binding unless in writing and executed by the parties hereto in the same manner as the execution of this Lease.

11.5 - This lease agreement is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Mesa, Colorado.

11.6 In the event either party secures the services of an attorney to enforce any provision hereof, the prevailing party shall be entitled to recover its attorney's fees including but not limited to Lessor recovering the market value of its inside counsel.

**IN WITNESS WHEREOF**, this Lease has been duly executed by the parties hereto in duplicate as of the day and year first above written.

**LESSOR:**

**MESA COUNTY, COLORADO**

**LESSEE:**

**FAITH HEIGHTS CHURCH**

DocuSigned by:

*Pam Noonan*

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Date 3/28/2023

| 16:04 MDT

*John Cappetto*

Date

3/27/23

John Cappetto, Representative