

DOWNTOWN OUTDOOR DINING LEASE AGREEMENT AMENDMENT

The City Council and the DDA desire to make certain areas of the sidewalk and parking spaces in the Downtown Shopping Park (“DSP”) and at other locations as mutually agreed by the DDA and City, available for lease at no additional cost to land owners and/or business lessees that will use a portion of the public way for outdoor dining with or without alcohol service.

This agreement (“Agreement”) amends the existing lease agreement (“Lease”) to provide current lessees (Lessee”) with a revised lease area (“RLA”) through the remainder of 2020. All terms, provisions and agreements of the Lease are applicable to this Agreement and the RLA. This Agreement amends the Lease only as specifically provided herein. Further terms, conditions and requirements are as follows:

- The RLA must be in “line of sight” of the Lessee; use of the RLA may not encroach on other leased dining space, interfere with walkways or be across a street(s) from the business.
- The Lessee must comply with public health standards issued by Mesa County Public Health; failure to comply may result in termination of this Agreement and/or the Lease.
- The RLA must be clearly delineated with appropriate signage and barriers. Aesthetically pleasing fencing/barriers is required; traffic cones and/or snow fencing are not allowed.
- No permanent structures are permitted. Chairs, tables, *etc.* must be provided by the Lessee and must be clean and safe.
- Clear access to fire hydrants and/or stand pipes must be provided at all times.

Exhibit A: Revised Lease Area: Include dimensions and a sketch highlighting existing leased area, Revised Lease Area and public walkways.

The RLA occupies two parking spaces directly in front of the front doors of Ramblebine Brewing Company, on Colorado Avenue. The City has previously installed two parklet structures which sit on the RLA. The parklets each contain two tables and chairs for customers of Ramblebine Brewing Company.

Each parklet has dimensions of approximately 10' 10" x 21' 1", for a total approximate dimension of 10' 10" x 42' 5". The dimensions of the parklets have not changed since installed by the City.

Two exhibits are attached. Exhibit A shows the site plan for the building, and exhibit B shows the location of the RLA in front of the building.

Exhibit B: Brief Description of Business (include date, who prepared and lessee signature or initials)

Business Name (name of insured): Whikyben, LLC

DBA (if needed): Ramblebine Brewing Company

Applicant / Relationship to Business: Robert James, Co-Founder, Manager

Contact Phone and Email: 727-215-5425; rob@ramblebinebrewing.com

Type of Food/Beverage to be served in leased area: Beer from taproom, outside food

If alcohol will be served Temporary Modification Permit # 03-12926

Days of Operation / Operating Hours: Mon-Sun, hours vary between 12p and 10p

Name of person responsible for social distancing compliance and if different, name of person to receive complaints about social distance violation(s): _____

Cherisse Jones, Taproom Manager

Number of tables to be used in the leased area: 4

Number of chairs to be used in the leased area: 16

Semi-permanent or movable structures including carts, stands, signs, etc: _____

Two parklets previously installed by the City

Describe any musical or vocal presentations or effects to be offered in the Revised Leased Area:

None

Permits & Licenses (Y/N and expiration date)

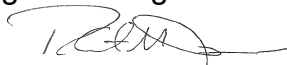
State Sales Tax Y, 12/31/2023

City Sales Tax Y Liquor License Y

Restaurant/Food Service N

Proof of Liability Insurance Coverage Provided? Y

The undersigned represents that the information provides is true and accurate, that the signer has authority to sign and bind the person/entity for which he/she signs and that by signing he/she agrees to be bound by the Agreement and Lease.

Signed: 

Date: 12/19/2021

Exhibit C: Assurances, Hold Harmless and Indemnity Agreement

The Applicant assures the Downtown Development Authority and the City of Grand Junction that if a lease is issued, s/he will comply with all of the requirements and provisions of Grand Junction Municipal Code 12.24.010 et. seq. all other applicable ordinances and laws, and the Plan of Development for Downtown Grand Junction.

The applicant further assures that s/he has obtained or will obtain all of the necessary and required permits or licenses to engage in the business or activity proposed.

I, Robert James, applicant for a Lease to conduct activities in the Downtown Shopping Park area, agree that I shall:


(a) Hold harmless the City of Grand Junction, its officers and employees, and the Downtown Development Authority of Grand Junction, its officers and employees, from any claims for damage to property or injury to persons which may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park, and

(b) Indemnify the City of Grand Junction, its officers and employees, and the Downtown Development Authority, its officers and employees, against any claim, loss, judgment, or action, or any nature whatsoever, including reasonable attorney fees, that may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park.

I realize that consideration for this release is the granting of a Lease to me by the City of Grand Junction, and I realize and agree that this Hold Harmless/Indemnity Agreement shall take effect whenever I begin to conduct the activities for which the lease has been issued.

I also understand and agree that this Agreement applies to any activities which I carry on which are done in violation of the terms of this Agreement and/or the Lease.

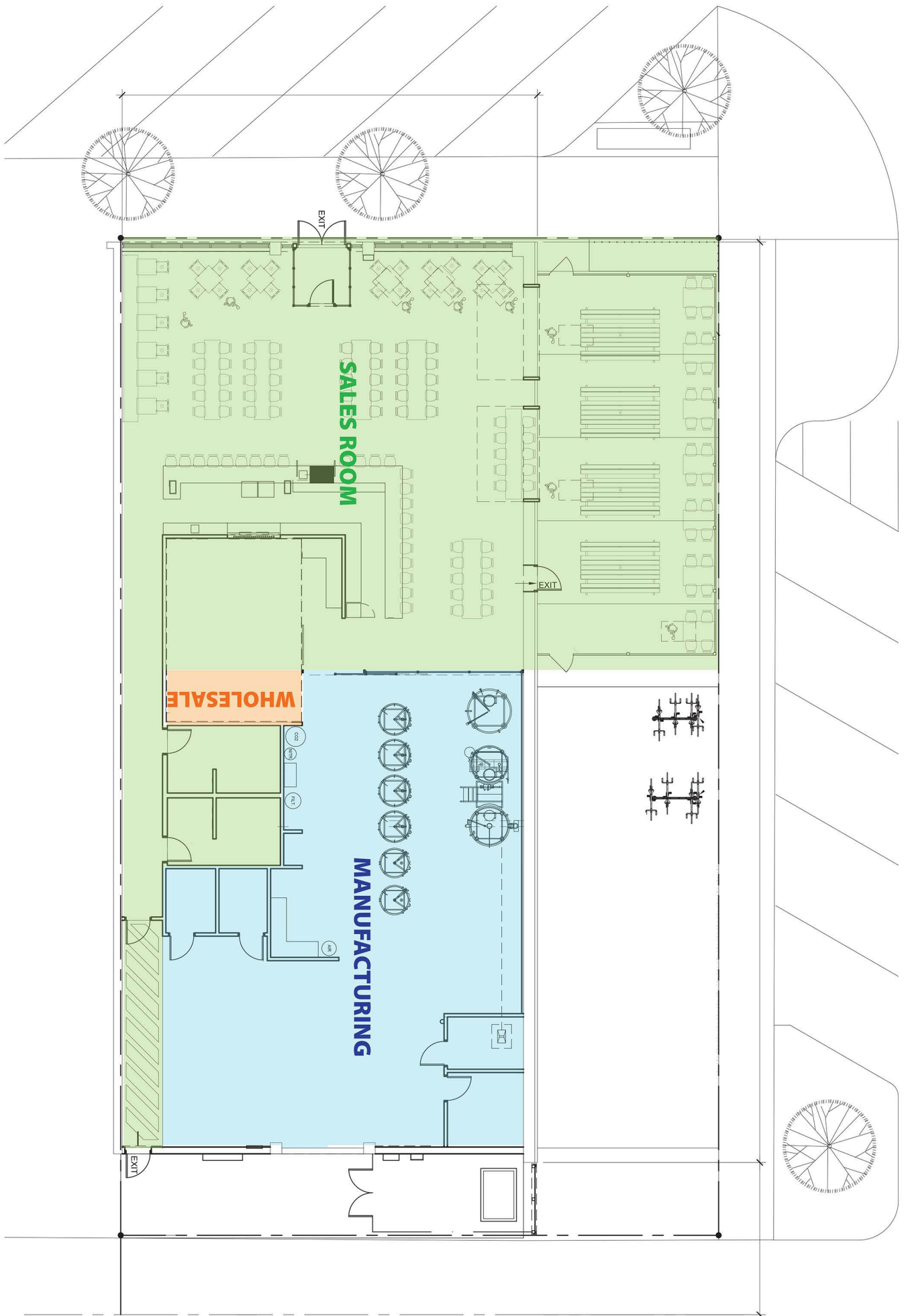
Executed this 19 day of December, 2021.

Signed: 

DDA Certification and Acceptance: The Downtown Development Authority hereby accepts the Agreement, and the Lessee's representations that all applicable permits have been obtained or will be obtained, that the Lessee is in compliance and that the Agreement will further the goals and objectives of the Plan of Development for Downtown Grand Junction, and that no current Lease exists for this location.

Signed: _____

Date: _____



N. 5th STREET



Exhibit B

S 5TH ST

COLORADO AVE

COLORADO