

MINUTES OF SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF
GRAND JUNCTION, COLORADO, PARKING AUTHORITY, INC.

A special meeting of the Board was held at 8:30 A.M. on February 27, 1979 at the Grand Junction City Hall. Board members Stanley Anderson, Leland Schmidt and Henry Fausone were present. Loren Dake of Downtown Development, Inc., James Wysocki, Grand Junction City Manager and Neva Lockhart, Secretary to the Board, were also present.

The Chairman advised the Board that the meeting had been called to consider the Authority's acquisition of an option held by Downtown Development, Inc. to purchase property commonly known as the "Kay Hayashi Property", which consists of four lots in Block 120 of the City of Grand Junction. The Chairman explained that Downtown Development, Inc. had an option to purchase the Kay Hayashi Property for a purchase price of \$83,490.00 and that Downtown Development had agreed to assign the option to the Parking Authority. Following discussion, and after reviewing the purchase option between Kay Hayashi and Downtown Development, Inc., the following resolution was proposed by Mr. Fausone, seconded by Mr. Schmidt and upon vote, unanimously adopted:

RESOLVED: Grand Junction, Colorado, Parking Authority, Inc. (the "Authority") acquire from Downtown Development, Inc. the option to purchase the real property known as the "Hayashi Property", located on Lots 26, 27, 28 and 29 of Block 120 in the City of Grand Junction, Colorado.

FURTHER RESOLVED: Upon acquiring the option to purchase from DOWNTOWN DEVELOPMENT, INC., the President of the Authority is authorized and directed, on behalf of the Authority, to exercise the option to purchase.

FURTHER RESOLVED: The officers of the Authority are authorized and instructed to complete acquisition of the Hayashi Property for a purchase price of not more than \$85,000.00 and to execute such documents and perform such acts as may be required to complete acquisition of the Hayashi Property.

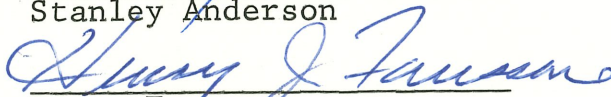
FURTHER RESOLVED: The President and Secretary of the Corporation are authorized and instructed to borrow from the United States Bank of Grand Junction, Colorado, or such other lending institution as may be selected by the President of the Authority, the amount necessary to complete acquisition of the Hayashi Property, including the amount necessary to pay any expenses incurred in connection with such acquisition such as payment of purchase price, attorneys fees, recording costs and other expenses incident to such acquisition.

FURTHER RESOLVED: The officers of the Corporation are authorized and directed to execute any and all instruments necessary to borrow an amount, not to exceed \$85,000.00, from the United States Bank of Grand Junction, Colorado, or such other lending institution as the President of the Authority may select.

There was no further business to come before the meeting which was adjourned.


NEVA B. LOCKHART, Secretary


Stanley Anderson


Henry Faussone

GRAND JUNCTION, COLORADO
PARKING AUTHORITY MEETING

November 1, 1979

The Special Meeting of the Grand Junction, Colorado, Parking Authority was called to order at 1:00 p.m. November 1, 1979, in the Friendship Room, Valley Federal Plaza, by Chairman Stan Anderson with Directors Leland Schmidt, Henry Fausone, and Amos Raso present. Also present were Neva Lockhart, Secretary, and City Manager Jim Wysocki. Bob Backus and Dan Herrington of Boettcher and Company were present.

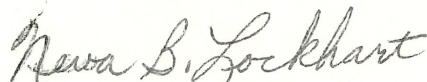
The Board heard a report from Bob Backus and Dan Herrington regarding a proposal for a special improvement parking district. Chairman Anderson directed Mr. Herrington to proceed as expeditiously as possible to finalize the proposal as outlined.

Upon motion by Mr. Fausone, seconded by Mr. Schmidt and carried, that Mr. Anderson be authorized to sign the agreement letter with Chadwick, Steinkirchner, Davis & Company authorizing that firm to audit the 1978 records.

Mr. Anderson reported that the Authority has been asked by the Downtown Retail Trade Committee to request City Council's approval of free Saturday parking during the Christmas holidays. Consensus of the Authority was to give passive endorsement to the Downtown Retail Trade Committee approaching Council with the request.

Upon motion by ^{Mr.} Schmidt, seconded by Mr. Fausone and carried, to authorize the payment of \$369.50 to Jim Dufford, Attorney.

There being no other business to come before the Authority, the meeting adjourned at 2:10 p.m.



Neva B. Lockhart
Secretary

GRAND JUNCTION, COLORADO,
PARKING AUTHORITY MEETING
August 30, 1978

The informal meeting of the Grand Junction, Colorado, Parking Authority was called to order at 12:00 noon August 30, 1978, at the Bookcliff Country Club with Directors STANLEY ANDERSON, LELAND SCHMIDT, HENRY FAUSSONE, and PATRICK GORMLEY present. Also present were Jim Dufford, Attorney, City Manager Jim Wysocki, City Clerk Neva Lockhart, Finance Director John Tasker, Dan Herrington and Jim Hill, Boettcher and Company, and Bob Backus from the law firm of DeMuth and Eiberger.

Mr. Anderson outlined the Authority's problem with developing downtown parking and questioned Mr. Herrington and Mr. Backus as to what approach could be taken to permit a certain amount of flexibility in assessment procedures in a parking district.

Mr. Herrington and Mr. Backus submitted two concepts..remodel the City Charter to permit a vehicle to overcome the strictures in State and local improvement districts and/or amend the local improvement district ordinance or write a new one to take into consideration the Parking Authority and other entities for next year as well as twenty years from now. Mr. Backus suggested structuring the special assessment ordinance with a time for property owners to bring suit prior to the time of the bond issue. It should clearly show that the improvement or parking facilities will benefit the property assessed.

At the conclusion of the discussion, Mr. Herrington requested and was granted a few days to explore the flexibility question raised by Mr. Anderson. He is to find out what other municipalities are doing and report back to the Authority.

The meeting adjourned at 1:35 p.m.

Neva B. Lockhart

Neva B. Lockhart
Secretary

MINUTES OF THE
GRAND JUNCTION, COLORADO,
PARKING AUTHORITY MEETING
May 23, 1978

The Grand Junction, Colorado, Parking Authority special meeting May 23, 1978, was called to order at 8:35 a.m. by President Stanley Anderson in the City Manager's Office at City Hall with Directors Pat Gormley and Leland Schmidt present. Also present were Jim Dufford, Jim Wysocki, Neva Lockhart, John Tasker, Del Beaver and Dale Hollingsworth.

The Secretary read the minutes of December 28, 1977, and upon motion by Mr. Gormley, seconded by Mr. Schmidt and carried, the minutes were approved as written.

The members reviewed the Report of Examination of the 1977 records submitted by Chadwick, Steinkirchner, White & Davis. It was moved by Mr. Gormley, seconded by Mr. Schmidt and carried that the audit report be accepted for filing.

It was moved by Mr. Gormley, seconded by Mr. Schmidt and carried that the Authority obtain appraisals by Frank Nisley of Mountain Realty on properties owned by the Authority in the downtown area.

It was moved by Mr. Schmidt, seconded by Mr. Gormley and carried that the expenditure of \$96 to Jim Dufford, Attorney, be ratified.

The Authority discussed downtown metered parking.

The Authority received an outline work program for the Central Business Area planning element of the comprehensive plan submitted by Senior Planner Del Beaver.

It was moved by Mr. Schmidt, seconded by Mr. Gormley and carried that the Planning Staff be encouraged to proceed with the parking survey of the downtown area.

No other business to come before the Authority, the meeting adjourned at 9:55 a.m.



Neva B. Lockhart
Secretary

MINUTES OF THE
GRAND JUNCTION, COLORADO,
PARKING AUTHORITY MEETING
DECEMBER 28, 1977

The Grand Junction, Colorado, Parking Authority Meeting of December 28, 1977, was called to order by President Stanley Anderson at 10:10 a.m. in the City Manager's Office at City Hall with Directors Henry Faussonne and Pat Gormley present. Also present were Neva Lockhart, John Tasker, Jim Dufford, Jim Wysocki, Del Beaver and Conni McDonough.

It was moved by Mr. Gormley, seconded by Mr. Faussonne and carried, to approve the Minutes of the Board Meetings March 11 and August 11, 1977.

It was moved by Mr. Faussonne, seconded by Mr. Gormley and carried that the agreement appointing the firm of Chadwick, Steinkirchner, White & Davis to examine the financial records of the Authority for the year ended December 31, 1977, be ratified.

It was moved by Mr. Gormley, seconded by Mr. Faussonne and carried that the payment to Mr. Jim Dufford, Attorney, in the amount of \$90 be ratified.

Discussed the parking lot brick work adjacent to Sentinel Square. Mr. Lynn Taylor, City Purchasing Agent had received an estimate of \$250 to repair. Mr. Tasker was directed to check the progress of the repair work.

Director Leland Schmidt arrived at the meeting at 10:20 a.m.

Senior Planner Del Beaver reviewed the proposed parking requirements being promulgated by the City Planning Commission. He indicated the Planning Commission will have another workshop with final action being taken on the last Wednesday of January with a recommendation to the City Council.

After reviewing the requirements, it was moved by Mr. Faussonne, seconded by Mr. Gormley and carried, to authorize the President to request an extension of 90 days so the Authority can look into the viability of forming a parking district, inventory the downtown parking spaces, and possibly developing a separate set of standards for downtown parking.

It was moved by Mr. Gormley, seconded and carried that the meeting be adjourned.



Neva B. Lockhart
Secretary

MINUTES OF THE
GRAND JUNCTION, COLORADO,
PARKING AUTHORITY MEETING

AUGUST 11, 1977

The Grand Junction, Colorado, Parking Authority met at 11:00 a.m. August 11, 1977, in the City Manager's office at City Hall. Directors present: Stanley Anderson, Pat Gormley, Amas Raso. Also present: John Tasker, Neva Lockhart, Jim Dufford, Jim Wysocki and Joe Lacy.

The meeting was called to discuss free parking in the downtown shopping mall on Saturdays for the balance of 1977 and improvements to the parking lot at 319 Rood.

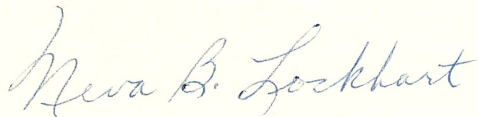
The Board heard a progress report from Joe Lacy regarding the activities of the Downtown Development Authority.

Mr. Gormley moved that the Parking Authority propose to the Downtown Retail Trade Committee a suspension of metered parking on Saturdays in the downtown shopping mall from August 20 to December 31, 1977, contingent upon the Downtown merchants staying open one night a week and subject to approval by the City Council. Mr. Raso seconded the motion. Motion carried.

Mr. Raso moved to defer paving and improvements of the parking lot at 319 Rood Avenue until more information is available. Mr. Gormley seconded the motion. Motion carried.

Mr. Tasker was instructed to get a proposal from Chadwick, Steinkirchner, White and Davis to examine the 1977 records of the Authority.

There being no further business to come before the Authority, the meeting adjourned at 12 noon.



Neva B. Lockhart
Secretary

MINUTES OF THE
GRAND JUNCTION, COLORADO
PARKING AUTHORITY MEETING
MARCH 11, 1977

The Grand Junction, Colorado, Parking Authority met at 8:30 a.m. March 11, 1977, in the City Manager's Office at City Hall, 250 North 5th Street. Members present: Stanley Anderson, Henry Faussone, and Pat Gormley. Members absent: Leland Schmidt and Amos Raso. Also present: Jim Dufford, Jim Wysocki, John Tasker, and Neva Lockhart.

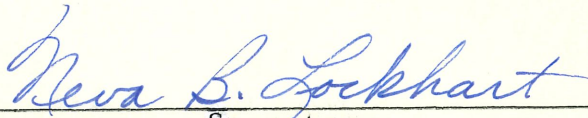
The minutes of the meeting July 13, 1976, were corrected by the deletion of the last paragraph. It was moved by Mr. Gormley and seconded by Mr. Faussone that the minutes be approved as corrected. Motion carried.

Considered was the statement from Graham and Dufford in the amount of \$30.00 for period of 12-26-76 through 1-23-77 for conference with Mr. Allred (CPA) concerning closing of transaction to acquire Treece Building. It was moved by Mr. Faussone and seconded by Mr. Gormley that payment be authorized. Motion carried.

Considered for payment was the statement from Chadwick, Steinkirchner, White and Davis in the amount of \$725.00 for examination of the Authority's Financial Statements for the year ended December 31, 1976. It was moved by Mr. Gormley and seconded by Mr. Faussone that the payment be authorized. Motion carried.

After reviewing the Annual Audit, it was moved by Mr. Gormley and seconded by Mr. Faussone that the audit be accepted and directed the secretary to mail a copy to the Colorado National Bank. Motion carried.

The meeting adjourned at 9:15 a.m.


Secretary

Grand Junction, Colorado
Parking Authority
Minutes of Board Meeting

July 13, 1976


The Grand Junction, Colorado, Parking Authority Board of Directors met at 8:30 a.m., in the office of the City Manager at City Hall July 13, 1976. Members present: Stanley Anderson, Pat Gormley, Henry Fausone, and Leland Schmidt. Members absent: Amos Raso. Also present were Jim Dufford, Attorney; Jim Wysocki, City Manager; Victor Vance, Finance Director; and Neva Lockhart, City Clerk.

The meeting was called to order. The Minutes of the Meeting March 1, 1976, were read, corrected to reflect the Appointment of Pat Gormley to the Board, and approved as corrected. The Minutes of June 1, 1976, were approved as read.

Submitted for consideration was the statement from Valley Agency in the amount of \$511.00 covering Public Official Bonds for Stan Anderson, Leland Schmidt, and Victor Vance. It was noted there are no transactions that require the handling of cash by these individuals, and payment on the bonds is by check signed by Jim Wysocki and Victor Vance who are bonded by the City. Mr. Dufford stated he would contact Colorado National to see if the Authority may discontinue the bonding of the three or any number thereof. It was moved by Mr. Gormley and seconded by Mr. Fausone to suspend payment pending the decision of Colorado National. If Colorado National recommends bonding of one, two, or all three, payment is authorized as reviewed and adjusted. Motion carried.

It was moved by Mr. Gormley and seconded by Mr. Fausone to approve the 1974-1975 Audit prepared by Chadwick, Steinkirchner, White & Davis; authorized the payment of \$1800 to Chadwick, Steinkirchner, White and Davis for the Audit; and directed that a copy of the 1974-1975 Audit be mailed to Colorado National Bank in Denver. Motion carried.

The meeting adjourned at 9:10 a.m.


Secretary

GRAND JUNCTION, COLORADO
PARKING AUTHORITY

MINUTES OF INFORMAL MEETING
JUNE 1, 1976

City Manager's Office, City Hall, 3:30 p.m.
Directors present: Stan Anderson, Henry Fausone, Lee Schmidt, Amos Raso, and Pat Gormley.

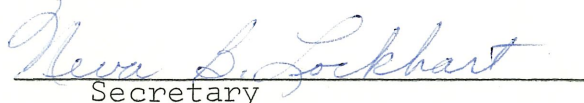
Also present: City Manager James Wysocki, Finance Director Victor Vance, City Clerk Neva Lockhart and Authority Attorney Jim Dufford.

Distributed to Authority Members was the 1974-1975 Audit of funds. Consensus of the Authority was to review the audit with acceptance to be given July 1, 1976. The Secretary was directed to notify Colorado National Bank in Denver, Colorado, that the audit is being reviewed by the Authority and that a copy of same will be mailed after the first of July.

The Authority discussed the 4 lots on Rood Avenue owned by Fred Palmer. Mr. Palmer appears to be interested in discussing the sale of the lots or leasing two or more of the lots. The Authority authorized Director Pat Gormley to contact Mr. Palmer to see if Mr. Palmer would be interested in negotiating an installment contract.

The Authority discussed the up-grading of parking meters. The Chairman said the Authority needs to be thinking of a way to provide employee long-term parking.

No other business to come before the Authority, the meeting was adjourned at 5:00 p.m.


Secretary

MINUTES OF THE
GRAND JUNCTION, COLORADO, PARKING AUTHORITY
JULY 12, 1978

The Grand Junction, Colorado Parking Authority meeting was called to order by President Stanley Anderson, in the City Manager's Office at City Hall on July 12, 1978, at 8:45 a.m. with Directors Amos Raso and Leland Schmidt present. Also present were Jim Wysocki, Neva Lockhart, and John Tasker.

It was moved by Mr. Raso, seconded by Mr. Schmidt, to accept the appraisal of downtown parking property by Mountain West Realty and to authorize payment of \$1,800. Motion carried.

The Minutes of May 23, 1978, were read.

Director Pat Gormley arrived for the meeting at 9:10 a.m.

The Board discussed setting up Downtown Parking Authority District to provide parking in the downtown area from Ouray to Pitkin and from 8th or 9th Streets to Spruce.

The Board resolved that it would explore the legal, economic, and advertising requirements to develop the District.

No other business to come before the Board, the meeting was adjourned at 10:00 a.m.



Neva B. Lockhart
Secretary

Grand Junction, Colorado
Parking Authority
Minutes of Special Board Meeting

A Special Meeting of the Board of Directors of the Grand Junction, Colorado, Parking Authority was held in the City Manager's Office at City Hall March 1, 1976, at 8:30 a.m. Directors Anderson, Fausone, and Raso were present. Also present were Attorney Jim Dufford, City Attorney Ashby, City Manager Rose, Assistant City Manager Jim Wysocki, Finance Director Vance, and City Clerk Neva Lockhart.

The Minutes of the Special Meeting held January 28, 1976, were read, corrected to reflect Mr. Raso proposing adoption of resolution, seconded by Mr. Schmidt, and approved as corrected.

The purpose of the meeting was to discuss the closing for the Treece property.

The following Resolution was proposed by Mr. Raso, seconded by Mr. Fausone and upon vote, unanimously carried.

A. Grand Junction, Colorado, Parking Authority (the "Authority") is a duly organized and existing nonprofit corporation, established pursuant to the laws of the State of Colorado relating to corporations not for profit.

B. The Authority has determined that it will acquire certain real property located in Grand Junction, Colorado for its corporate purposes of assisting the City of Grand Junction, Colorado in acquiring off-street parking facilities.

C. The real estate referred to in B above is described as:

Lots 3,4,5, and 6 in Block 102 in the
City of Grand Junction, Colorado

D. The Authority proposed to lease such real estate (the "Property") to the City of Grand Junction, Colorado upon terms and conditions as stated in the instrument entitled "Leasehold Agreement with Option to Purchase" (a copy of which is attached to the Minutes of this meeting as Appendix A) dated as of March 1,

1976, between the Authority and the City of Grand Junction, Colorado.

E. The Authority does not have sufficient funds for the acquisition of the Property and hereby determines that it will borrow the funds necessary for the costs and expenses of acquiring the Property from the United States Bank of Grand Junction, Colorado, such loan to be evidenced by the Authority issuing and delivering to the Bank its negotiable promissory note (Note) in the amount of \$99,000.00, which Note is to be secured by deed of trust and assignment of rents as provided in this Resolution.

THEREFORE, it is resolved by the Board of Directors of Grand Junction, Colorado, Parking Authority:

1. To provide funds to pay the costs and expenses of acquiring the Property, the Authority (acting by its duly authorized officers) shall issue its negotiable promissory note dated March 2, 1976, in the principal amount of \$99,000.00.

2. The Note shall be payable to the United States Bank of Grand Junction, Colorado ("Bank") in equal monthly installments of \$1,201.16 over a period of ten (10) years, bearing interest at the rate of eight percent (8%) per annum. The officers of the Authority are also authorized to execute any instruments satisfactory to the Bank which will cause the Authority to increase the interest rate of the Note retroactively to March 2, 1976, if it is subsequently determined that interest payable under the Note is not exempt from the payment of federal income taxes.

3. The Note shall be executed in the name of and on behalf of the Authority by its President or Vice-President, shall have the impression of its seal placed thereon and be attested by the secretary of the Authority.

4. The officers of the Authority are also authorized and directed to execute and deliver a trust deed in form and substance satisfactory to the Bank, which will pledge the Property as security for the repayment of the Note. The Officers

of the Authority are further authorized to assign all rentals payable under the Lease to the Bank as collateral security to insure repayment of the Note.

5. The Board authorizes and approves the execution and delivery by the officers of the Authority of the instrument entitled "Leasehold Agreement with Option to Purchase" dated March 1, 1976 between the Authority and the City of Grand Junction in substantially the form of Appendix A.

6. Upon advice of counsel to the Authority, the officers of the Authority are also authorized and directed to execute such further and additional instruments as may be reasonably required, in order to accomplish the transactions contemplated by this resolution."

The resignation letter of Director Herbert L. Bacon was read. It was moved by Mr. Raso and seconded by Mr. Faussone that Mr. Bacon's resignation be accepted. Motion carried unanimously. The Board directed that a letter be written to Mr. Bacon thanking him for his time served on the Board of Directors.

It was moved, seconded, and carried that Pat Gormley be appointed to fill the vacancy created by Mr. Bacon's resignation, subject to Council's recommendation before the Board for appointment.

The meeting was adjourned at 9:10 a.m.

Amos L. Raso

Neva B. Lockhart
Secretary

Henry J. Faussone
Henry Faussone

Stanley Anderson

March 2, 1976

The United States Bank of Grand Junction
4th & Main Street
Grand Junction, Colorado 81501

Gentlemen:

Subject to our execution of and delivery to you of this letter, you have agreed to loan the Grand Junction, Colorado, Parking Authority, (the "Authority") the sum of \$99,000.00, repayable in monthly installments over a period of ten (10) years, bearing interest at the rate of eight percent (8%) per annum, which interest will be subject to adjustment pursuant to the terms of this letter upon the occurrence of certain conditions. Such loan is evidenced by our promissory note ("Note") dated March 2, 1976 in the amount of \$99,000.00.

We have represented to you that we believe the interest payable to you under the terms of the Note is exempt from the payment of federal income tax under the provisions of Section 115 (a) of the Internal Revenue Code of 1954, as amended.

You have agreed to make the loan referred to above, with an eight percent (8%) interest rate, only upon the condition that the interest payable under the Note would be exempt from the payment of federal income tax and subject to the agreement between us as outlined in this letter.

In view of the above, we hereby agree with you as follows:

- A) If it is ultimately determined by the United States Internal Revenue Service that interest under the Note is subject to the payment of federal income tax, then we agree to immediately pay you an amount ("interest differential") equal to the difference between interest previously paid under the Note at the rate of eight percent per annum and interest which would have been paid under the Note for the same period of time had the interest rate payable been ten percent per annum, rather than eight percent.
- B) We further agree that from and after the date we have paid you the interest differential, the Note will then accrue interest at the rate of ten percent per annum and we will execute any and all documents reasonably required by you to effectively change the rate of interest from eight percent to ten percent and to increase the monthly payment to reflect an amortized payment with a ten percent (10%) interest rate for the remaining payments due under the Note.

C) Within fifteen (15) days after date of this letter, we will prepare and submit to the Commissioner of Internal Revenue a request for a ruling that interest payable under the Note is exempt from the payment of federal income tax under the provisions of Section 115 (a) of the Internal Revenue Code as amended.

D) Within fifteen (15) days after we receive a ruling from the Commissioner of Internal Revenue pursuant to C above, if it is determined by the Commissioner that the interest payable under the Note is subject to the payment of federal income tax, or if the Internal Revenue Service, through any other determination made by it, determines that the interest payable under the Note is subject to the payment of federal income tax, then we will pay you the interest differential required by Paragraph A hereof and at the same time execute such documents as may be required to increase the interest rate payable under the Note from eight percent to ten percent as provided in Sections B and C above. If we have not obtained a ruling from the Commissioner of Internal Revenue on or prior to March 1, 1978, determining that the interest payable under the Note is exempt from the payment of federal income tax, then we will on that date pay you the interest differential and take such action as may be required to increase the interest rate subsequently payable under the Note from eight percent to ten percent.

E) The Authority has assigned to you, as security for payment of the Note, its interest in the instrument entitled "Leasehold Agreement with Option to Purchase" dated March 1, 1976 between the Authority and the City of Grand Junction. If the interest under the Note is increased from eight percent to ten percent, as provided in A and B above, then the Authority and the City will amend the Lease to increase the monthly basic rental payments required under Subsection (a) of Paragraph 6 to \$1,308.30.

F) If, for any reason, after the internal Revenue Service, has determined the interest payable on the Note is exempt from the payment of federal income tax, the interest payable does become subject to the payment of federal income tax, then (as of the effective date the interest becomes subject to payment of federal income tax) the interest payable under the Note will be increased to ten percent and the Lease rental will be increased to \$1,308.30 per month.

If this letter correctly states the understanding between us, please have the authorized representative of your Bank indicate approval in the space provided for his signature.

Respectfully submitted,

GRAND JUNCTION, COLORADO,
PARKING AUTHORITY

By

Stanley B. Anderson
President

ATTEST:

Neva B. Lockhart
Secretary

ACCEPTED AND APPROVED:

THE UNITED STATES BANK OF GRAND JUNCTION, COLORADO

By

Bill Dossett, Ex Vicepres
Authorized Representative

APPROVED:

THE CITY OF GRAND JUNCTION, COLORADO

By

Harvey M. Tse
Manager

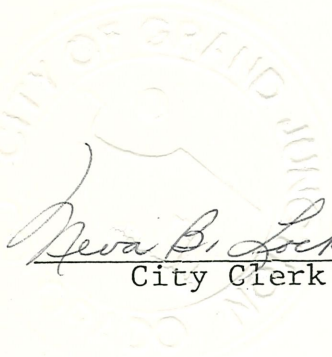
R E S O L U T I O N

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

That the City Council does hereby ratify and approve
the action of the City Manager Harvey M. Rose in approving
the letter to the United States Bank in Grand Junction, Colorado,
dated March 2, 1976, from the Grand Junction, Colorado, Parking
Authority, and made a part hereof by reference, as the act of
the City of Grand Junction.

PASSED and ADOPTED this 3rd day of March, 1976.

Attest:



Neva B. Lockhart
City Clerk

Lawrence B. Hensel
President of the Council

COLLATERAL ASSIGNMENT OF RENTS

As collateral security for the payment of a certain note GRAND JUNCTION, COLORADO, PARKING AUTHORITY, a Colorado corporation ("Assignor") assigns, transfers and conveys to the UNITED STATES BANK OF GRAND JUNCTION, COLORADO ("Assignee") the rentals reserved under the instrument entitled "LEASE-HOLD AGREEMENT WITH OPTION TO PURCHASE" dated March 1, 1976 (the "Lease"), wherein Assignor is designated as the "Authority" and the City of Grand Junction, Colorado is designated as the "City"; provide, however, so long as said Note is current and not in default, the Assignee agrees that all rentals may be paid by the City to Assignor.

Assignor promises and agrees that it will perform each and all the conditions and terms of the Lease required to be performed by it as the Lessor in the Lease, including, but not limited to, the payment of any expenses, taxes and assessments required to be paid by the Assignor as the Lessor named in the Lease and Assignee shall not in any way be responsible for any obligation under the Lease.

Assignor warrants and represents to Assignee that the Lease is in full force and effect and that it has the right and authority to assign and transfer its interest in the Lease to Assignee.

Dated this 2nd day of March, 1976.

ATTEST:

GRAND JUNCTION, COLORADO
PARKING AUTHORITY

Secretary

BY

President

The City of Grand Junction, Colorado, acknowledges receipt of the within assignment.

Dated this 2nd day of March, 1976.

CITY OF GRAND JUNCTION, COLORADO

BY

Manager

DEED OF TRUST

THIS INDENTURE, Made this 2nd day of March, 1976, between

GRAND JUNCTION, COLORADO, PARKING AUTHORITY

Whose address is Grand Junction, Colorado hereinafter referred to collectively as "First Party," and the Public Trustee of Mesa County, State of Colorado, party of the second part, WITNESSETH:

THAT WHEREAS The said First Party has executed one (1) promissory note (hereinafter designated "note") bearing even date herewith for the total principal sum of NINETY-NINE THOUSAND AND NO/100ths ----- (\$99,000.00) ----- Dollars, payable to the order of

UNITED STATES BANK OF GRAND JUNCTION

whose address is Grand Junction, Colorado

after date thereof, with interest thereon from the date thereof at the rate of eight (8) per cent per annum payable monthly.

Said Note payable as follows: \$1,201.16 commencing April 1, 1976, with like payments on or before the 1st day of each month thereafter until paid at which time the entire remaining balance of principal and interest will be due and payable. Of each payment made, interest to the date of payment shall be first deducted and the balance applied to the reduction of the principal.

(The Legal Holder of note being hereinafter referred to as "Beneficiary"),

AND WHEREAS, The said party of the first part is desirous of securing the payment of the principal and interest of said promissory note.

NOW, THEREFORE, The said party of the first part, in consideration of the premises, and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said party of the second part, in trust forever, the following described property situate in the County of and State of Colorado, to-wit:

Lots 3, 4, 5 and 6 in Block 102 in the City of Grand Junction, Colorado

Together with all improvements and appurtenances located upon or used in connection with the real estate described above.

The First Party has made certain commitments to Beneficiary by letter agreement dated March 2, 1976. Any default by the First Party of its commitments in the letter agreement of March 2, 1976 will be considered for all purposes, a default under this Deed of Trust.

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances, thereunto belonging; also the rents, issues and profits derived or to be derived out of said premises; (Beneficiary agrees that under the foregoing assignment of the rents, issues and profits, collection thereof will be enforced only upon the delinquency of first party in complying with the provisions of this Trust Deed; and, in any default thereof, the Beneficiary is authorized to assume the management and control of and to collect the rents from said property without an Order of Court).

IN TRUST NEVERTHELESS, That, in case of any default hereunder by first party or his successors in interest, the Beneficiary may file notice with party of the second part declaring such default and an election and demand that said property be advertised for sale and sold, in accordance with the Colorado Statutes in such case made and provided; and thereupon said party of the second part shall sell and dispose of said premises and all of the right, title and interest of the said party of the first part at public auction at the

front door of the County Court House in the County of Mesa, State of Colorado, or on said premises, four weeks' public notice having been previously given of the time and place of such sale, by advertisement, weekly, in some newspaper of general circulation at that time published in said County. It is specifically agreed that time is of the essence of this contract and if each and every stipulation, agreement, condition and covenant of said Note or of this Deed of Trust is not duly performed, complied with and abided by, then the balance of said note shall become due and payable forthwith, or at any time thereafter at the option of Beneficiary, and said property may be sold in the manner and with the same effect as if said indebtedness had matured.

THE SAID PARTY OF THE FIRST PART EXPRESSLY COVENANTS AND AGREES:

To promptly pay the principal and interest and other sums of money payable by virtue of said note and this deed of trust, on the days respectively that the same severally become due, and to promptly perform each and every stipulation, agreement and condition therein contained.

To keep the buildings on the premises insured against loss by fire and other hazards as required by the Beneficiary and for its benefit and to pay promptly all taxes, assessments, levies, water rents, and insurance premiums and all other liabilities, obligations and encumbrances as they become due.

To and hereby does warrant title to and possession of the encumbered premises; waives Homestead and other Exemptions; and further warrants that said premises are free and clear of all liens and encumbrances (except as herein specified):

That in the event of the failure of first party to keep said property, and the improvements thereon at all times in good repair, to pay promptly all taxes, insurance premiums, water rent, assessments, levies, liabilities, obligations, principal or interest on this or any other encumbrance on said real property, or to perform any other agreement, condition, stipulation or covenant, as herein provided, the Beneficiary may procure such things to be done at first party's cost and may make any reasonable expenditure or outlay incidental thereto, and any expenditures so made shall become an additional indebtedness hereto and be secured hereby.

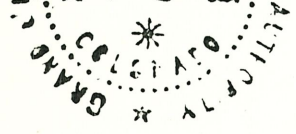
That in case of default in the payment of the indebtedness hereby secured or in the performance of any obligation herein contained, the Beneficiary or the holder of a Certificate of Purchase shall at once become entitled to the possession, use and enjoyment of the property aforesaid and to the appointment of a Receiver for said property and of the rents, issues and profits thereof and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the party of the first part or the then owner of said property and without regard to the value thereof or the adequacy of any security for the debt; and such Receiver may be appointed by any Court of competent jurisdiction upon ex parte application, and without notice—notice being expressly waived—and all rents, issues and profits therefrom shall be applied by such Receiver subject to the orders of the Court, to the payment of the indebtedness hereby secured.

That, in the event of foreclosure and sale hereunder, attorney's fees in the sum of five per cent if made through the Public Trustee and a reasonable sum if made through the Courts, for legal services rendered in such proceeding or suit, shall be allowed by the Public Trustee or taxed by the court as part of the costs of foreclosure.

That in the event the ownership of the encumbered property or any part hereof, becomes vested in a person other than the first party, the Beneficiary may, without notice to the first party, deal with such new owner or owners with reference to this Deed of Trust, and the debt hereby secured in the same manner as with the first party without in any way vitiating or discharging the first party's liability hereunder, or the indebtedness hereby secured.

That all the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, The said party of the first part has hereunto executed this Trust Deed the day and year first above written.

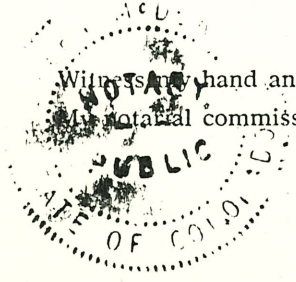


GRAND JUNCTION, COLORADO, PARKING
AUTHORITY *[Signature]* (Seal)
By *[Signature]* President
ATTEST: *[Signature]* (Seal)
Secretary

STATE OF COLORADO }
County of Mesa, } ss.

The foregoing instrument was acknowledged before me this 2nd day of March 1976

By Stanley R. Anderson, President and Neva B. Lockhart,
Secretary of GRAND JUNCTION, COLORADO, PARKING AUTHORITY.



Witness my hand and official seal.
My notarial commission expires June 28, 1979.

[Signature]
Notary Public.

U

1103131

Reception No.....
Loan No.....

DEED OF TRUST

INDEXED *M. M.* FROM

TO

For the Use of

STATE OF COLORADO

County of **MESA** } ss.

I hereby certify that this instrument was
filed for record in my office at *945* o'clock

P. M., **MAR 4** 1976, 19

and is duly recorded in Book *1060*

Page *825*

Paul Sawyer

Recorder.

By Deputy.

FEES \$ *400*

D J Duffard

CERTIFICATE OF SECRETARY
OF
GRAND JUNCTION, COLORADO, PARKING AUTHORITY, INC.

I, Neva B. Lockart, Secretary of Grand Junction, Colorado, Parking Authority, a corporation, certify that the following resolution was passed by the Board of Directors of the Corporation at its meeting held on March 1, 1976 at 8:30 o'clock a.m.

"A. Grand Junction, Colorado, Parking Authority (the "Authority") is a duly organized and existing non-profit corporation, established pursuant to the laws of the State of Colorado relating to corporations not for profit.

B. The Authority has determined that it will acquire certain real property located in Grand Junction, Colorado for its corporate purposes of assisting the City of Grand Junction, Colorado in acquiring off-street parking facilities.

C. The real estate referred to in B above is described as

Lots 3, 4, 5 and 6 in Block 102 in the
City of Grand Junction, Colorado

D. The Authority proposes to lease such real estate (the "Property") to the City of Grand Junction, Colorado upon terms and conditions as stated in the instrument entitled "Leasehold Agreement with Option to Purchase" (a copy of which is attached to the Minutes of this meeting as Appendix A) dated as of March 1, 1976 between the Authority and the City of Grand Junction, Colorado.

E. The Authority does not have sufficient funds for the acquisition of the Property and hereby determines that it will borrow the funds necessary for the costs and expenses of acquiring the Property from the United States Bank of Grand Junction, Colorado, such loan to be evidenced by the Authority issuing and delivering to the Bank its negotiable promissory note ("Note") in the amount of \$99,000.00, which Note is to be secured by deed of trust and assignment of rents as provided in this Resolution.

THEREFORE, it is resolved by the Board of Directors of Grand Junction, Colorado, Parking Authority:

1. To provide funds to pay the costs and expenses of acquiring the Property, the Authority (acting by its duly authorized officers) shall issue its negotiable promissory note dated March 2, 1976 in the principal amount of \$99,000.00.

2. The Note shall be payable to the United States Bank of Grand Junction, Colorado ("Bank") in equal monthly installments of \$1,201.16 over a period of ten (10) years, bearing interest at the rate of eight percent (8%) per annum. The officers of the Authority are also authorized to execute any instruments satisfactory to the Bank which will cause the Authority to increase the interest rate of the Note retroactively to March 2, 1976, if it is subsequently determined that interest payable under the Note is not exempt from the payment of federal income taxes.


3. The Note shall be executed in the name of and on behalf of the Authority by its President or Vice-President,

shall have the impression of its seal placed thereon and be attested by the secretary of the Authority.

4. The officers of the Authority are also authorized and directed to execute and deliver a trust deed in form and substance satisfactory to the Bank, which will pledge the Property as security for the repayment of the Note. The officers of the Authority are further authorized to assign all rentals payable under the Lease to the Bank as collateral security to insure repayment of the Note.

5. The Board authorizes and approves the execution and delivery by the officers of the Authority of the instrument entitled "Leasehold Agreement with Option to Purchase" dated March 1, 1976 between the Authority and the City of Grand Junction in substantially the form of Appendix A.

6. Upon advice of counsel to the Authority, the officers of the Authority are also authorized and directed to execute such further and additional instruments as may be reasonably required, in order to accomplish the transactions contemplated by this resolution."

 Dated the 1st day of March, 1976.

/s/ Neva B. Lockart
Secretary

APPROVED:

/s/ Stanley R. Anderson
President

STATE OF COLORADO)

) ss:

CERTIFICATE

County of Mesa)

I, Neva B. Lockart, certify that I am the duly elected and authorized Secretary of Grand Junction, Colorado, Parking Authority and that the foregoing Pages No. 1 to 3, inclusive, constitute a true and correct copy of the Resolution adopted and approved at a special meeting of the Directors of Grand Junction, Colorado, Parking Authority held on the 1st day of March, 1976 and is still in full force and effect.

Dated this 1st day of March, 1976.

Neva B. Lockhart
Secretary

The GORMLEY AGENCY

*James S. Gormley
Patrick A. Gormley
Delas W. Elso*

Real Estate - Insurance - Property Management - Appraisals

6th STREET AT ROOD AVE.
P. O. BOX 1508

GRAND JUNCTION, COLORADO
81501

PHONE 243-9120

RECAPITULATION OF SALE OF CORNELIA HOVER TRUST= TREECE=DOWNTOWN DEVELOPMENT CORPORATION TRANSACTION

The original proposal was that the Corporation would purchase the property from the Trust for the Trust cost plus expense, less income, plus interest during the holding period. The Trust proposed that the interest rate on the transaction be 10% for the time the money was invested. These items break down as follows:

Purchase Price \$85,000.00

Income to date	\$4,062.25
Dividends	19.08
	<u>4,081.33</u>

Expense to date:	
Collection Fees	142.16
Taxes	1,807.17
Insurance	<u>187.00</u>
	<u>-2,136.33</u>
Net Income to Date	1,945.00

1974 Taxes due in 1975	<u>-1,711.61</u>	
	233.39	-233.39

Net Cost \$84,766.61

The above amount was presented to the Trust, and to that amount they added \$608.36 for legal expenses incurred and made their proposal at a 10% interest rate. They rounded the price to \$97,500 as of February 8, 1975.

There has been some income and expense in 1975. I have recomputed the transaction to date as follows:

Net Cost 12/31/74 \$84,766.61

Legal Expenses	<u>608.36</u>	
Net Cost		85,374.97

Income in 1975	-1,217.00
Expense in 1975	<u>+42.60</u>

Net \$84,200.57

(more)

The GORMLEY AGENCY

*James J. Gormley
Patrick A. Gormley
Deles W. Elbe*

Real Estate - Insurance - Property Management - Appraisals

6th STREET AT ROOD AVE.
P. O. BOX 1508

GRAND JUNCTION, COLORADO
81501

PHONE 243-9120

-2-

HOVER=TREECE=DOWNTOWN DEVELOPMENT

Interest was computed as follows:

\$35,000 at 10% = \$291.67 per month X 21 months to March
8, 1975 \$ 6,125.07

The balance remaining was \$49,200.57 at 10% = \$410.01 per
month from June 8, 1974 to March 8, 1975 (17 months)
..... 6,970.17

Net Cost, including interest through March 8, 1975 \$97,295.81

MINUTES OF THE SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF
GRAND JUNCTION, COLORADO, PARKING AUTHORITY, INC.

A special meeting of the Board was held at the office of Harvey Rose, Grand Junction City Hall, on the 28th day of January, 1976 at 8:30 p.m. Messers Raso, Anderson, Rose and Schmidt were present, as well as Jim Dufford, attorney and Roger Young of the City's Engineering Department.

The Board first discussed the need for the Corporation to complete financing arrangements to acquire the Treece Building from Downtown Development, Inc. Messers Raso and Schmidt advised the Board that the Grand Junction banks from whom Downtown Development, Inc. had borrowed money to acquire the Treece Building, were pressing for retirement of their loans. During the discussion, Mr. Rose contacted Mr. Harrington of Boettcher and Company whose counsel is preparing the necessary document to fund acquisition of the Treece Building from Downtown Development, Inc. Mr. Harrington advised Mr. Rose that he expected to be in Grand Junction on Monday, February 2, 1976 with the appropriate documents and anticipated that the transaction could be completed on that date.

The following resolution was proposed by Mr. Raso, seconded by Mr. Anderson and upon vote, unanimously adopted:

RESOLVED: The Corporation purchase from Downtown Development, Inc. the property known as the "Treece Property" located on Lots 3, 4, 5 and 6 in Block 102 in the City of Grand Junction for a total purchase price equal to the actual cost expended by Downtown Development, Inc. for its acquisition of the same property, including any interest paid or accrued on funds borrowed by Downtown Develop-

ment, Inc. to acquire the property and any taxes paid by Downtown Development, Inc. with respect to the property since it acquired title.

FURTHER RESOLVED: The Officers of the Corporation are authorized to borrow from any bank or other lending institution, the amount necessary to complete acquisition of the Treece property, including the amount necessary to pay any expense incurred in connection with the acquisition such as payment of the purchase price, attorney's fees, recording costs and other expenses incident to the acquisition of the Treece property.

FURTHER RESOLVED: The Officers of the Corporation are authorized to execute any and all documents necessary to complete acquisition of the Treece property including any promissory notes, mortgages or other instruments required to borrow the funds necessary to complete the transaction.

Attached to these minutes is a copy of the memorandum given by the Downtown Retail Trade Committee of the Grand Junction Chamber of Commerce to Mr. Schmidt and Mr. Rose. The Board discussed the various recommendations contained in the memorandum.

Following discussion, the Board concluded that no recommendation should be made to the Grand Junction City Council with respect to Item 1 of the Memorandum. The Board decided that Item 2 of the Memorandum should be recommended to the Council.

Concerning the Memorandum Item 3, Mr. Rose advised that the strict inforcement of a one (1) hour time limit on parking meters would be very difficult, if not impossible, to enforce due to lack of City personnel for that purpose. The Board then concluded that Mr. Schmidt, as President of this Corporation, should solicit the assistance of the owners of downtown businesses, through the auspices of the Downtown Retail Trade Committee of the Chamber of Commerce,

to initiate an employee's education plan which would convince all employees of the need to keep sufficient parking spaces available for customers of the various retail businesses. Mr. Schmidt also suggested that printed cards should be made available to the City Personnel who monitor the parking meters in the downtown area, advising offenders that the one (1) hour meter should not be used for long term parking. The Board approved Mr. Schmidt's recommendation.

Concerning recommendation No. 4, it was the consensus that this particular proposal not be recommended to the Council at this time. The Board felt that time should be allowed to find additional parking spaces for employees of the downtown businesses, before any action was taken to eliminate the present meters which provide long term parking.

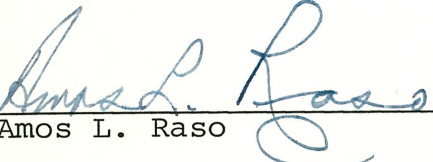
The Board accepted the recommendation contained in Item No. 5 and concluded that this Corporation should initiate a concentrated program to find additional areas suitable for employee parking.

The Board endorsed recommendation No. 6.

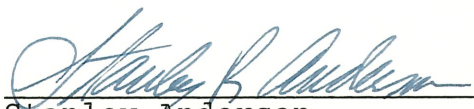
Mr. ^{Raso}~~Anderson~~ proposed adoption of the following resolution, seconded by Mr. ^{Schmidt}~~Raso~~ and upon vote unanimously adopted:


RESOLVED: This Board hold a regular monthly meeting on the 1st Wednesday of each month at 8:30 o'clock a.m. in the offices of the City Manager at Grand Junction City Hall.

There was no further business to come before the meeting which was adjourned.


Amos L. Raso

Leland A. Schmidt

Secretary

Stanley Anderson


Harvey Rose

January 7, 1976

FROM: Downtown Retail Trade Committee

TO: Lee Schmidt, Downtown Parking Corporation; Harvey Rose,
City Manager.

Recommendations to the City Council, City of Grand Junction,
concerning parking and traffic control in downtown area.

1. The two alleys on either side of Main Street are one-ways and run the wrong direction to be in coordination with the one-ways of Colorado and Rood Avenues. To facilitate better traffic control and more convenience for delivery trucks and customers, it is requested that the direction of these two alleys should be reviewed completely with the possibility of reversing the alley directions. The alley between Colorado and Main would run one-way WEST and the alley between Rood and Main run one-way EAST.
2. In order to provide more short term customer parking, it is recommended that the meters between Colorado and Rood on Fourth, Fifth, and Sixth be changed to 30-minute time limit.
3. The ordinance limiting the short term (1 hour) meters on the Shopping Park should be enforced. At the present it is estimated that about 50% of the spaces are not available for customers, but tied up by "meter pluggers" who stay there all day.
4. Parking for customers is being better served by the off-street lot in the 600 block of Rood being changed to all 2 hour meters. A phase out to 2 hour meters change should be made on the full block lot between 4th and 5th on Colorado. Of the total 134 spaces available for parking, 67 are oftentimes tied up all day by store and office employees and are not available for customer parking.
5. We recommend to the Grand Junction Parking Authority that they endeavor to develop additional parking lots, one, two, or three blocks from the Shopping Park -- for the convenience of employees who have to stay downtown all day.
6. The Downtown Retail Trade Committee should maintain a continuing educational program directed to employees and employers impressing upon them that when they tie up a customer parking place all day, they are not just eliminating one customer parking place for one day, but seven (7) potential customer spaces. (Based on a survey by the National Parking Association.)

GRAND JUNCTION, COLORADO,
PARKING AUTHORITY
MINUTES OF BOARD MEETING

December 16, 1974

The Grand Junction, Colorado, Parking Authority Board of Directors met at 2:00 p.m., City Hall in the Conference Room December 16, 1974. Members present: Stanley Anderson, Harry Fausson and Leland Schmidt. Members absent: Herb Bacon and Amos Raso. Also present were Jim Dufford, Attorney; Victor Vance, Finance Director; Harvey Rose, City Manager; and Neva Lockhart, City Clerk.

The meeting was called for the purpose of discussing advanced financing of parking lands. It was moved by Mr. Fausson and seconded by Mr. Schmidt to authorize Mr. Dan Herrington, Boettcher and Company, to proceed with the paper work involved with selling an additional one-half million dollars worth of bonds. Mr. Herrington advised the Board that the Authority would incur no expense if the bonds were not ultimately issued. Motion carried.

Submitted for consideration was the statement from the firm of Dufford & Williams in the amount of \$142.32 for services to the Parking Authority subsequent to the sale of the bonds. It was moved by Mr. Fausson and seconded by Mr. Schmidt to authorize the payment of this bill. Motion carried.

It was moved by Mr. Fausson and seconded by Mr. Schmidt that the statement from the Valley Agency in the amount of \$992.00 premium payment for the bonds covering the President, Vice President and Finance Office, be paid subject to an attempt being made to reduce the premium. Motion carried.

The meeting adjourned at 3:45 p.m.

GRAND JUNCTION, COLORADO,
PARKING AUTHORITY
MINUTES OF BOARD MEETING

October 24, 1975

The Grand Junction, Colorado, Parking Authority Board of Directors met at 2:00 p.m., City Hall in the office of Harvey M. Rose, City Manager, October 24, 1975. Members present: Stanley Anderson, Henry Faussone, Leland Schmidt and Amos Raso. Members absent: Herb Bacon. Also present were Jim Dufford, Attorney; Gerald J. Ashby, City Attorney, Harvey M. Rose, City Manager; Jim Wysocki, Assistant City Manager; Jim Hill and Robert Backus.

The meeting was called to order and the minutes of the meeting of December 16, 1974, were approved. The meeting was called for the purpose of discussing a method of purchase of the Treece property in the 300 block of Rood Avenue. It was moved by Amos Raso and seconded by Henry Faussone that Boettcher & Company proceed with the preparation of the documents necessary to secure a loan to the Parking Authority from local banks so that purchase of the land could be effected. Mr. Hill of Boettcher & Company advised the Board that no expense would be incurred in the preparation of this financing. The motion was carried.

The Board approved the drafting of an easement agreement whereby Westland Theaters would be permitted to encroach upon the Parking Authority's lot at 7th and Main for the purpose of bolstering the wall of the Cooper Theater, the property to be restored to its original condition without interference of the parking facility and with the easement to continue so long as the present building remained on the premises of Westland Theaters.

The meeting was adjourned at 3:00 p.m.

Duffin
copy

MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF
GRAND JUNCTION, COLORADO, PARKING AUTHORITY
HELD ON THE 28th DAY OF JUNE, 1974

A Special Meeting of the Board of Directors of Grand Junction, Colorado, Parking Authority was held at Grand Junction, Colorado on Friday, the 28th day of June, 1974, at the hour of 8:30 o'clock A.M.

The following officers and members of the Board were present:

President: Stanley R. Anderson

Vice President: Leland A. Schmidt

Secretary: Neva B. Lockhart

Treasurer: Victor A. Vance

Members: Stanley R. Anderson

Leland A. Schmidt

Amos L. Raso

Henry J. Faussone

Herbert L. Bacon

Absent: None

Director Schmidt presented to the meeting a proposed Leasehold Agreement With Option To Purchase by and between the Authority and the City of Grand Junction, Colorado relating to the property described therein. Copies of the Leasehold Agreement With Option To Purchase, in the form attached hereto and designated as Exhibit "A", were distributed to the Directors present.

Director Stanley R. Anderson informed the other Directors that he is a member of the City Council of the City of Grand Junction, Colorado, and that because of such fact, did not choose to take part in the deliberations with respect to the passage or non-passage of any resolution involving the City of Grand Junction, Colorado.

Director Schmidt also presented to the meeting a proposed Trust Agreement by and between the Authority and The Colorado National Bank of Denver, Denver, Colorado. Copies of the Trust Agreement, in the form attached hereto and designated as Exhibit "B", were distributed to the Directors present.

Director Bacon presented to the meeting a proposed Ground Lease by and between the City of Grand Junction, Colorado, and the Authority for a prepaid 25-year lease on the municipal community center parking facility property. Copies of this Ground Lease in the form attached hereto and designated as Exhibit C were distributed to the Directors present.

Director Stanley R. Anderson informed the other Directors that he is a member of the City Council of the City of Grand Junction, Colorado, and that because of such fact, did not choose to take part in the deliberations with respect to the passage or non-passage of any resolution involving the City of Grand Junction, Colorado.

Director Bacon presented to the meeting a proposed Agreement for Purchase and Sale of Real Property between Downtown Parking Company, Inc. and the Authority. Copies of this proposed Agreement for Purchase and Sale of Real Property in the form attached hereto and designated as Exhibit D were distributed to the Directors present.

Directors Leland A. Schmidt and Amos L. Raso informed the other Directors that they were officers of Downtown Parking Company, Inc., and that because of their interest in said company they did not choose to take part in the deliberations with respect to the passage or non-passage of any resolution involving Downtown Parking Company, Inc.

Thereupon Director Faussone introduced the following Resolution:

RESOLUTION

WHEREAS, Grand Junction, Colorado, Parking Authority (herein sometimes called the "Authority") is a duly organized and existing nonprofit corporation, having been established pursuant to the laws of the State of Colorado relating to corporations not for profit; and

WHEREAS, the Authority has determined, and hereby determines, to acquire certain real property (including its appurtenances) in the form of a long-term prepaid Ground Lease, in Grand Junction, Mesa County, Colorado, for its corporate purposes of assisting the City of Grand Junction in acquiring off-street parking facilities, in this case being in connection with the City's municipal community center (the "Ground Lease"); and

WHEREAS, the Authority proposes to lease such property to the City of Grand Junction, Colorado, at such rental and upon such terms and conditions as are more particularly set forth in a Leasehold Agreement With Option to Purchase to be entered into with the City of Grand Junction, Colorado.

THEREFORE, BE IT RESOLVED BY GRAND JUNCTION, COLORADO, PARKING AUTHORITY:

1. The officers of this corporation be, and they hereby are, authorized to enter into and execute on behalf of the Authority a Ground Lease Agreement with the City of Grand Junction, Colorado, substantially upon the terms, considerations, and conditions set forth in the form of Ground Lease attached hereto as Exhibit C and made a part hereof.

2. That the officers of this corporation be, and they hereby are, authorized to do every act necessary to effectuate such Ground Lease when executed.

3. The officers of the Authority are hereby authorized to take all action necessary or appropriate to effectuate the

provisions of this Resolution and comply with the requirements of law.

Thereupon Director Bacon moved that the foregoing Resolution be duly passed and adopted. Director Faussone seconded the motion, whereupon said motion was put to a vote and carried, the members of the Board of Directors voting as follows:

Those voting AYE:

Directors:	Leland A. Schmidt
	Amos L. Raso
	Henry J. Faussone
	Herbert L. Bacon

Those voting NAY: None

Those Directors abstaining from voting: Stanley R. Anderson

Whereupon the President declared that the motion was carried and the Resolution was duly passed and adopted, and the Secretary was directed to enter the foregoing proceedings and Resolution in the minutes of the Board meeting.

Thereupon Director Faussone introduced the following Resolution:

RESOLUTION

WHEREAS, Grand Junction, Colorado, Parking Authority (herein sometimes called the "Authority") is a duly organized and existing nonprofit corporation, having been established pursuant to the laws of the State of Colorado relating to corporations not for profit; and

WHEREAS, the Authority has determined, and hereby determines, to acquire certain real property (including its appurtenances) presently owned by Downtown Parking Company, Inc., in Grand Junction, Mesa County, Colorado, for its corporate purposes of assisting the City of Grand Junction in acquiring off-street parking facilities (the "Real Property"); and

WHEREAS, the Authority proposes to lease such property to the City of Grand Junction, Colorado, at such rental and upon such terms and conditions as are more particularly set forth in a Leasehold Agreement With Option to Purchase to be entered into with the City of Grand Junction, Colorado.

THEREFORE, BE IT RESOLVED BY GRAND JUNCTION, COLORADO, PARKING AUTHORITY:

1. That the officers of the Authority be, and they hereby are, authorized to enter into the Agreement for Purchase and Sale of Real Property with Downtown Parking Company, Inc., on behalf of the Authority, substantially upon the terms, considerations and conditions as contained in the form of Agreement for Purchase and Sale of Real Property attached hereto and made a part hereof as Exhibit D.

2. That the officers of this corporation be, and they hereby are, authorized to take all necessary actions to effectuate said Agreement upon execution thereof on behalf of the Authority.

3. The officers of the Authority are hereby authorized to take all action necessary or appropriate to effectuate the provisions of this Resolution and to comply with the requirements of law.

Thereupon Director Faussone moved that the foregoing Resolution be duly passed and adopted. Director Bacon seconded the motion, whereupon said motion was put to a vote and carried, the members of the Board of Directors voting as follows:

Those voting AYE:

Directors:	Stanley R. Anderson
	Henry J. Faussone
	Herbert L. Bacon

Those voting NAY: . None

Those Directors abstaining from voting:

Leland A. Schmidt
Amos L. Raso

Thereupon the President declared that the motion was carried and the Resolution was duly passed and adopted, and the Secretary was directed to enter the foregoing proceedings and Resolution in the minutes of the Board meeting.

Thereupon Director Bacon introduced the following Resolution:

R E S O L U T I O N

WHEREAS, Grand Junction, Colorado, Parking Authority (herein sometimes called the "Authority") is a duly organized and existing non-profit corporation, having been established pursuant to the laws of the State of Colorado relating to corporations not for profit; and

WHEREAS, the Authority has determined, and hereby determines, to acquire certain real property (including its improvements and appurtenances) in Grand Junction, Mesa County, Colorado for its corporate purposes of assisting the City of Grand Junction in acquiring off-street parking facilities (the "Real Property"); and

WHEREAS, the Authority proposes to lease such property to the City of Grand Junction, Colorado at such rental and upon such terms and conditions as are more particularly set forth in a Leasehold Agreement With Option To Purchase to be entered into with the City of Grand Junction, Colorado; and

WHEREAS, the Authority does not have sufficient funds for the acquisition of said Real Property; and

WHEREAS, the Authority (by its Board of Directors) has determined, and hereby determines, to provide itself with the funds for the costs and expenses of acquiring said Real Property by the issuance of its negotiable Coupon Bonds in the aggregate amount of \$950,000, hereinafter described.

THEREFORE, BE IT RESOLVED BY GRAND JUNCTION, COLORADO, PARKING AUTHORITY:

Section 1. That for the purpose of providing the funds to pay the costs and expenses of acquiring the said Real Property, the Authority (acting by its duly authorized officers) shall issue its negotiable Coupon Bonds, dated July 1, 1974, in the principal amount of \$950,000.

Section 2. Said Bonds shall be dated as of July 1, 1974, shall bear interest payable on July 1, 1975, and

semiannually thereafter on the 1st day of January and the 1st day of July, of each year; shall consist of 190 Bonds in the denomination of \$5,000 each, numbered 1 to 190, inclusive; and shall bear interest and shall mature and be payable in regular numerical order at the First National Bank in Grand Junction, Grand Junction, Colorado, on July 1st, as follows:

<u>Bonds Numbered (Both Inclusive)</u>	<u>Amount</u>	<u>Maturity</u>	<u>(Interest Rate)</u>	
			<u>"A"</u>	<u>"B"</u>
1 to 6	\$30,000	1975	7.00%	
7 to 12	30,000	1976	7.00%	
13 to 19	35,000	1977	7.00%	
20 to 26	35,000	1978	7.00%	
27 to 34	40,000	1979	7.25%	
35 to 42	40,000	1980	7.25%	
43 to 51	45,000	1981	7.25%	
52 to 61	50,000	1982	7.25%	
62 to 72	55,000	1983	7.25%	
73 to 83	55,000	1984	7.25%	
84 to 95	60,000	1985	7.50%	
96 to 108	65,000	1986	7.50%	
109 to 122	70,000	1987	7.50%	
123 to 137	75,000	1988	7.50%	1.80%
138 to 153	80,000	1989	7.50%	1.80%
154 to 170	85,000	1990	7.50%	1.80%
171 to 190	100,000	1991	7.50%	2.20%

Bonds numbered 123 to 190, inclusive, are to bear the additional "B" interest represented by separate detachable coupons at the rates per annum indicated, for the period from July 1, 1974 to July 1, 1979.

Bonds of this issue maturing in the years 1990 and 1991 shall be redeemable prior to maturity at the option of the Authority, on July 1, 1989, and on any interest payment date thereafter, in inverse numerical order, upon payment of the principal face amount of the Bond ("par"), accrued interest and a premium of 1/2 percent.

All Bonds may be redeemed at any time prior to maturity if payable from the proceeds of a condemnation award or Trustee's sale, upon payment of par and accrued interest to the date of redemption.

Any redemption of Bonds prior to maturity shall be made only on at least 30 days' prior written notice of call for redemption specifying the redemption date and the Bonds concerned:

- a) To Boettcher and Company, Denver, Colorado, the original purchaser of said Bonds or its successor

in interest;

b) To the owner of each of the Bonds being redeemed, if known; and

c) If the owner of any such Bonds is unknown, to such unknown owners by publication: once each week for two publications in a newspaper of general circulation in the City of Grand Junction, Colorado; and in one issue of The Daily Bond Buyer, if then in business, and if not, then in a nationally circulated financial publication published in the City of New York, New York.

If on the date so fixed for redemption there are adequate funds in possession of the paying agent to pay the principal, interest and premium on Bonds called, all interest on the Bonds so called for redemption shall cease, and the holders thereof shall have no further rights hereunder except to receive from said paying agent the redemption amount without further interest.

Section 3. That each Bond shall be executed in the name of, and on behalf of, the Authority by the President of the Authority, by his facsimile signature, the facsimile of its seal imprinted thereon, and attested with the manual signature of the Secretary; and the interest coupons shall be executed with the facsimile signatures of the President and the Secretary. The Bonds and the Coupons pertaining thereto shall be the valid and binding obligations of the Authority when executed by persons who are the designated officers of the Authority at the time of execution, even though such persons are not in office at the time of the actual issuance of the Bonds.

When said Bonds have been properly executed, they shall be delivered to the purchaser thereof at the agreed purchase price. The proceeds of the Bonds authorized herein shall be used solely for the purpose hereinbefore specified; neither the purchaser of said Bonds nor any subsequent holder or owner of any of them shall be obliged to see to the proper use or application of the proceeds of said Bonds.

Section 4. That said Bonds and the Coupons to be attached thereto shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA

STATE OF COLORADO

COUNTY OF MESA

GRAND JUNCTION, COLORADO, PARKING AUTHORITY

BOND, DATED JULY 1, 1974

No. _____

\$5,000.00

Grand Junction, Colorado, Parking Authority (the "Authority"), a nonprofit corporation duly organized and existing under the laws of the State of Colorado, for value received, hereby acknowledges itself indebted and promises to pay to the bearer hereof the principal sum of

FIVE THOUSAND DOLLARS

in lawful money of the United States of America on the 1st day of July, 19__, and to pay interest on said sum from the date hereof until paid as evidenced by *(one set of interest coupons at the rate of **seven per centum (7.00%) per annum, payable on July 1, 1975, and semiannually thereafter on the 1st day of January and the 1st day of July of each year) ***[interest coupons designated "A" hereto attached, at the rate of **** seven and five tenths per centum (7.5%) per annum, payable July 1, 1975, and semiannually thereafter on the 1st day of January and the 1st day of July of each year, and additional interest as evidenced by supplemental interest coupons designated "B" at the rate of one and eight tenths per centum (1.8%) per annum for the period from July 1, 1974, to July 1, 1979, said "B" coupon interest payable July 1, 1975, and semiannually thereafter on the 1st day of January and the 1st day of July of each year] to the bearer of the annexed coupons, in accordance with the tenor thereof, on surrender thereof as they shall severally mature. Both principal of and interest on this Bond are payable at First National Bank in Grand Junction, Grand Junction, Colorado, upon presentation and surrender of said coupons

and this Bond as they severally become due.

Bonds in this issue maturing in the years 1990 and 1991 are redeemable at the option of the Authority on July 1, 1989, and on any interest payment date thereafter, in inverse numerical order, upon payment of the principal face amount of the Bond ("par"), accrued interest and a premium of one half of one percent; provided, however, that all Bonds may be redeemed at any time prior to maturity if payable from the proceeds of a condemnation award, or of a Trustee's sale, upon payment of par and accrued interest to date of redemption. In the event this Bond is called for redemption, notice by publication of such redemption shall be given once each week for two publications in a newspaper of general circulation in the City of Grand Junction, Colorado; and in one issue of The Daily Bond Buyer, of New York, New York, if then in business, and if not, then in a nationally circulated financial publication published in the City of New York, New York. If this Bond shall have been duly called for redemption and if on or before the redemption date there shall be deposited with the Paying Agent sufficient funds to pay this Bond at the redemption price, then this Bond shall become due and payable upon such redemption date, interest shall cease to accrue thereon after the redemption date, and the coupons appertaining hereto maturing subsequent to the redemption date shall be void.

This Bond, the coupons attached hereto, and all benefits arising hereunder shall pass by delivery.

This Bond is one of an issue of coupon Bonds limited to the aggregate principal amount of \$950,000 at any one time outstanding, all issued under and pursuant to a Resolution duly adopted by the Board of Directors of the Authority and in accordance with a Trust Agreement (the "Trust Agreement") executed by the Authority and The Colorado National Bank of Denver, Denver, Colorado, as Trustee. This Bond and the issue of Bonds of which it is one, as to principal and interest are payable by the Authority from any available funds, but are payable on a parity out of, and are equally

secured under the Trust Agreement without priority of one Bond over any other Bond, from revenues from real property located in the City of Grand Junction, Colorado, upon which the Trustee has a first lien under the Trust Agreement. Reference is hereby made to the Trust Agreement, to the Bond Resolution under which this Bond is issued and to all of the provisions of which Trust Agreement and Resolution any holder of this Bond by his acceptance hereof thereby assents, for definition of terms, description of the Bonds, the revenues pledged to the payment of the interest and principal of the Bonds, the nature and extent and manner of enforcement of the pledge of the revenues to the payment hereof, the terms and conditions upon which the Trust Agreement may be amended or supplemented without the consent of the holders of the Bonds, the rights and remedies of the holders with respect thereto, and the rights, duties and obligations of the Trustee and the Authority thereunder.

This Bond is one of an authorized issue of Bonds issued by the Authority for the purpose of providing funds to acquire certain real property situated in the City of Grand Junction, Colorado, to be used primarily for public off-street parking facilities for the City of Grand Junction, pursuant to the above-mentioned Resolution of the Authority.

This Bond does not constitute an indebtedness of the City of Grand Junction, Colorado.

It is further recited and certified that all requirements of law and all conditions precedent have been fully complied with by the proper officers of the Authority in the issuance of this Bond.

Neither this Bond nor any coupon pertaining thereto shall be entitled to any benefit under the Trust Agreement or be secured thereby or become valid or obligatory for any purpose until this Bond shall have been authenticated by the Trustee by execution of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, the Grand Junction, Colorado, Parking Authority has caused this Bond to be executed in its name by its President, by his facsimile signature, the facsimile of its seal to be imprinted hereon, and attested with the manual signature by its Secretary, and has caused the Interest Coupons pertaining hereto to be executed by the facsimile signatures of its President and its Secretary as of the 1st day of July, 1974.

GRAND JUNCTION, COLORADO, PARKING
AUTHORITY

By (Facsimile Signature)
President

(S E A L)

ATTEST:

By (Do Not Sign)
Secretary

-
- * Bonds numbered 1 to 122, inclusive, will bear only one set of interest coupons. Thus, insert the information contained within the parentheses in said Bonds numbered 1 to 122 only.
 - ** Bonds numbered 27 to 83, inclusive, bear interest at the rate of seven and twenty-five hundredths per centum (7.25%) per annum. Bonds numbered 84 to 122, inclusive, bear interest at the rate of seven and five tenths per centum (7.5%) per annum.
 - *** Bonds numbered 123 to 190, inclusive, will bear both "A" and "B" interest coupons. Thus, insert the information contained within the brackets in said Bonds numbered 123 to 190 only.
 - **** Bonds numbered 171 to 190, inclusive, bear interest on their "A" coupons at the rate of seven and five tenths per centum (7.5%) per annum, and on their "B" coupons at the rate of two and two tenths per centum (2.2%) per annum.

(Form of Coupon)

No. _____

\$ _____

On the 1st day of _____, 19____, unless the Bond to which this coupon is attached, if callable, shall have been called for prior redemption, Grand Junction, Colorado, Parking Authority will pay to bearer, the amount stated hereon, in lawful money of the United States of America, at the First National Bank in Grand Junction, Grand Junction, Colorado, being interest then due on the Grand Junction, Colorado, Parking Authority Bond, dated July 1, 1974 bearing

No. _____

GRAND JUNCTION, COLORADO, PARKING
AUTHORITY

By _____ (Facsimile Signature)
President

ATTEST:

By _____ (Facsimile Signature)
Secretary

(Form of Certificate of
Authentication by Trustee
to Appear on all Bonds)

The undersigned Trustee for the Bondholders under a Trust Agreement with Grand Junction, Colorado, Parking Authority hereby certifies that this Bond is one of a Series of Bonds referred to in the within mentioned Resolution and said Trust Agreement.

THE COLORADO NATIONAL BANK OF DENVER,
Denver, Colorado

By _____
Authorized Officer

Section 5. That the proper officers of the Authority are hereby authorized and directed to execute any and all documents which are necessary to accomplish the sale of the Bonds to the purchaser thereof.

Section 6. The officers of the Authority are hereby authorized and directed to sell and deliver the Bonds authorized herein to the purchaser thereof, upon receipt of the purchase price therefor, together with accrued interest to the date of sale.

Section 7. That in case any Bond issued hereunder, with the Coupons thereunto appertaining, shall become mutilated, destroyed or lost, the Board in its discretion may issue and deliver, upon cancellation of the mutilated Bond and Coupons, or in lieu of or in substitution for a lost or destroyed Bond and Coupons, a new Bond and Coupons of like tenor and date, bearing the same number and the same denomination. In case of loss or destruction, the applicant for a substituted Bond and Coupons shall furnish to the Board evidence to its satisfaction of loss or destruction, and shall also furnish such security or indemnity as may be required by the Board.

Section 8. The Board of Directors of the Authority hereby authorizes and approves the entering into and the execution and delivery by the Authority of the Leasehold Agreement With Option To Purchase, by and between the Authority and the City of Grand Junction, Colorado, in substantially the form presented to this meeting and filed as Exhibit "A" to the minutes thereof. The Board hereby further ratifies, validates, confirms and approves said Agreement and the terms, provisions and conditions thereof.

Section 9. The Board hereby authorizes and approves the entering into and the execution and delivery by the Authority of the Trust Agreement dated as of July 1, 1974 (hereinafter referred to as the "Trust Agreement") by and between the Authority

and The Colorado National Bank of Denver, Denver, Colorado, in substantially the form presented to this meeting and filed as Exhibit "B" to the minutes thereof. The Board hereby further ratifies, validates, confirms and approves said Trust Agreement and the terms, provisions and conditions thereof.

Section 10. Pursuant to the Leasehold Agreement With Option To Purchase to be entered into between the Authority and the City of Grand Junction, Colorado, authorized under Section 8 above, the Authority will agree to lease the Real Property to the City for a monthly basic rental, and additional rental sufficient to cover the Authority's necessary expenses, as noted therein, renewable by the City annually.

Section 11. That the Bonds authorized herein, both principal and interest, shall be, and they hereby are, to be secured under the Trust Agreement authorized under Section 9 above with a first mortgage or deed of trust on the said Real Property and an irrevocable pledge of the "basic" rental revenue to be derived from the said Lease of the Real Property, such "basic" rental revenue to be deposited with the Trustee in accordance with the Trust Agreement.

Section 12. For the purpose of implementing such pledge and security for the equal and ratable benefit of the holders of the Bonds and Coupons issued hereunder without any preference or priority of any Bond over another on account of actual time of execution or negotiation, or otherwise, and to secure the performance of and compliance with the terms and conditions of said Bonds and of this Resolution, the Authority hereby contracts, covenants and agrees with the Trustee for the Bondholders and each holder of said Bond and Coupons so long as any of said Bonds are outstanding, as follows:

a) To abide by all of the terms, provisions, covenants and conditions of the Trust Agreement to be entered into by the Authority as provided in Section 9 hereof;

b) To secure and retain good and sufficient legal title to the "Real Property" as defined in the Trust Agreement. After the indebtedness represented by all Bonds authorized herein and the interest thereon, including any refunding bonds with respect thereto, shall have been fully paid and discharged, or for the payment of which there is "Cash Equivalent Security" as hereinafter defined, the Authority shall convey the "Real Property" as defined in the Trust Agreement free and clear of all liens and encumbrances, if any, to the City of Grand Junction, Colorado. The term "Cash Equivalent Security" shall mean security for payment represented by cash or by bills, certificates of indebtedness, notes or bonds which are direct obligations of, or the principal and interest of which obligations are unconditionally guaranteed by, the United States of America under a trust or escrow agreement which requires that the proceeds of such security shall be first used to pay all the designated Bonds and interest thereon in full.

c) To not make any changes in the Articles of Incorporation, without the consent of the City Council of the City of Grand Junction, Colorado;

d) To not make any donation for the public welfare or for charitable, scientific, or educational purposes, except as specifically provided in the existing Articles of Incorporation;

e) To not voluntarily dissolve;

f) To protect and defend the validity of this Resolution and of the trusts created thereby and of the Bonds issued hereunder against all attacks from whatsoever source, and in the event litigation should be commenced on account thereof, promptly to notify the Trustee, and

Boettcher and Company, its successors or assigns, and to allow the Trustee and the Bondholders to participate in the defense of any such litigation; provided, however, that any such participation by the Bondholders shall be at their own expense.

Section 13. That no owner or holder of any of the Bonds authorized herein shall ever have the right to demand payment of any of said Bonds or interest or premium thereon out of any funds raised or to be raised by taxation, and said Bonds shall never evidence or become a charge or claim against the City of Grand Junction, Colorado.

Section 14. That as long as any of the Bonds authorized herein are outstanding, no additional Bonds, except refunding bonds refunding all the issued unpaid Bonds authorized herein, having a lien superior to or on a parity with the lien on the Real Property and the income and revenue therefrom shall ever be issued by the Authority. Nothing herein shall be construed to prevent the Authority from issuing Bonds having a lien which is subordinate to the lien on such income and revenue.

Section 15. The Authority covenants to the purchaser of the Bonds that it will make no use of the proceeds of such Bonds at any time during the term thereof which, if such use had been reasonably expected on the date the Bonds are issued, would have caused such Bonds to be arbitrage bonds within the meaning of Section 103(d) of the Internal Revenue Code of 1954, as amended, unless, under any valid provision of law hereafter enacted, the interest paid on the Bonds (a) shall be excludable from the gross income of a recipient thereof for federal income tax purposes without regard to whether or not such Bonds are arbitrage bonds, or (b) shall be exempt from all federal income taxation.

Section 16. No recourse, under or upon any obligation, covenant or agreement of the Authority contained in this instru-

ment, or because of any indebtedness hereby secured, shall be had against any incorporator, or against any past, present or future member, trustee, officer or director, as such, of the Authority or of any successors thereto, either directly or through the Authority or any such successor, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise; it being expressly agreed and understood that this instrument and the obligations thereto are solely corporate obligations and that no personal liability whatever shall attach to, or be incurred by, such incorporators, members, trustees, officers or directors, as such, of either the Authority or any successor thereto, because of the incurring of the indebtedness hereby authorized, or under or by reason of any of the obligations, covenants or agreements of the Authority contained in this instrument, or implied therefrom.

Section 17. Nothing herein contained shall be construed as limiting the right of the Authority to issue bonds for the purpose of refunding all or a portion of the Bonds issued hereunder provided the payment of the Bonds issued hereunder shall be fully provided for by "Cash Equivalent Security" as defined herein (see Section 12(b) hereof). Any such refunding bonds may use as security any property rights and rights to proceeds of the Authority including, but not limited to, the Real Property and the income and revenue therefrom.

Section 18. The sections, subsections, clauses, and provisions of this Resolution are severable, and if it should ever be determined by a court of competent jurisdiction that any section, subsection, clause or provision hereof is invalid or unenforceable, such determination shall not affect or impair the remaining sections, subsections, clauses and provisions hereof.


Section 19. That after said Bonds or any of them shall have been issued, this Resolution shall not be changed, amended

or revoked until said Bonds and the interest thereon shall be fully paid, satisfied and discharged in the manner herein provided or until full payment of said Bonds and the interest thereon are adequately secured and provided for by "Cash Equivalent Security" as defined herein (see Section 12(b) hereof), except on the written consent of the owners of 75% of the Bonds then outstanding.

Section 20. That the officers of the Authority are authorized to deliver to the purchaser of the Bonds certified copies of this Resolution and of the minutes showing its adoption, together with such other certificates or documents as may be required, and to take such steps as may be necessary or advisable fully to carry out the purpose and intent of this Resolution.

Section 21. Any one, or more, of the members of the Board is, or are, hereby authorized to execute such further letters, orders and other documents or take, or cause to be taken, any and all such further action and make such filings as upon the advice of Counsel to the Authority (a) he or they shall deem necessary or desirable in order to effectuate the issuance, delivery and payment of the Bonds in accordance with the terms of this Resolution or (b) may be reasonably required on the part of the Board to carry out, give effect to, and consummate, the transactions contemplated hereby.

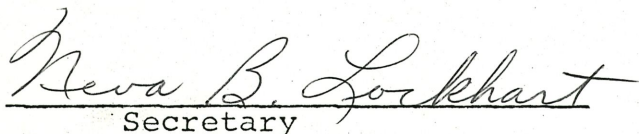
ADOPTED AND APPROVED This 28th day of June, 1974.



President

(S E A L)

ATTEST:



Secretary

Thereupon Director Faussone moved that the foregoing Resolution be duly passed and adopted. Director Raso seconded the motion, whereupon said motion was put to a vote and carried, the members of the Board of Directors voting as follows:

Those voting AYE:

Directors : Leland A. Schmidt
Amos L. Raso
Henry J. Faussone
Herbert L. Bacon

Those voting NAY:

None

Those abstaining: Stanley R. Anderson

Whereupon the President declared that the motion was carried and the Resolution was duly passed and adopted, and the Secretary was directed to enter the foregoing proceedings and Resolution in the minutes of the Board.

There being no further business, upon motion duly made, the meeting was adjourned.

Reva B. Lockhart
Secretary

STATE OF COLORADO)
 (ss.
COUNTY OF MESA)

CERTIFICATE

The undersigned hereby certifies that: (1) I am the duly elected and authorized Secretary of Grand Junction, Colorado, Parking Authority; (2) I am familiar with the Articles of Incorporation, the By-Laws and the minutes of the meetings of the Board of Directors of said Corporation; (3) the foregoing pages number 1 to 21, inclusive, constitute a true and correct copy of the minutes of the meeting of the Board of Directors held on the 28th day of June, 1974 insofar as said minutes related to the Resolutions which are set forth in full therein, and are still in full force and effect; and (4) the meeting was duly held on proper notice.

The undersigned further certifies that the copies of the Leasehold Agreement With Option To Purchase (Exhibit A), the Trust Agreement (Exhibit B), the Ground Lease (Exhibit C), and the Agreement for Purchase and Sale of Real Property (Exhibit D) attached to these minutes are true and correct copies thereof as such items were presented to the Board of Directors when the execution and delivery thereof was authorized by the Board of Directors.

Witness my hand and corporate seal this 28th day of

June, 1974.

Neva B. Lockhart
Secretary
Grand Junction, Colorado, Parking
Authority

[S E A L]

ACKNOWLEDGEMENT OF NOTICE AND
APPROVAL OF RECORD OF PROCEEDINGS

We, the undersigned members of the Board of Directors of Grand Junction, Colorado, Parking Authority, Mesa County, do hereby acknowledge receipt of due and proper notice of the meeting of the Board held June 28, 1974, informing us of the date, time and place of the meeting and the purpose for which it was called, and we do hereby waive any and all other notice which might be required by law, and we do hereby certify, approve and ratify the foregoing Record of Proceedings and the actions taken by the Board as stated therein.

Leah W. Chynett

Amos L. Lasso

Herbert L. Bacon

Henry J. Fausson

Atley B. Blum

LEASEHOLD AGREEMENT
WITH OPTION TO PURCHASE

THIS LEASE ("Lease") WITH OPTION TO PURCHASE AGREEMENT ("Option Agreement") made this ____ day of _____, 1974, between GRAND JUNCTION, COLORADO, PARKING AUTHORITY, a Colorado non-profit corporation (the "Authority"), and the CITY OF GRAND JUNCTION, COLORADO, a Colorado home rule municipal corporation (the "City");

RECITALS

A. The Authority is the owner of or has the right of possession to the real property located within the City of Grand Junction, Colorado, and described on Exhibit "A" attached hereto and made a part hereof (the "Property" or the "demised Property").

B. The Property was acquired by the Authority for the main purpose of assisting the City in providing and acquiring off-street parking facilities at a lesser cost than the City is presently paying or would otherwise be paying for such facilities.

C. The Authority has issued its Bonds (the "Bonds") and used the proceeds thereof to purchase or acquire the Property. The "Bonds" (the term "Bonds" as used herein shall include refunding Bonds of the Authority issued to redeem all or a portion of said Bonds) are secured in part by a security interest on the Property (the "Security Interest") in favor of a Trustee for the Bondholders.

D. The parties desire that the City have the right and option to purchase or acquire the Property free and clear of the Security Interest during the term of this Lease and Option Agreement.

E. The City deems it to be in the best interests of the City and its citizens and inhabitants in furtherance of its municipal purposes to lease the Property for its municipal purposes, and particularly to provide off-street parking facilities on the Property, with the option to acquire the Property, in accordance with the terms and conditions of this Lease and Option Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

LEASE OF PROPERTY

1. The Authority hereby leases and demises unto the City, and the City hereby takes and holds, the Property with all of its improvements and appurtenances from the date first above written to and including December 31, 1974. The City agrees to pay the Rental (defined in paragraph 6 hereof) to the Authority for the demised Property, as provided herein.

2. The "term" of this Lease, as used herein, shall include the period during which this Lease, including any and all extensions thereof, is in full force and effect; provided, however, that in any event this Leasehold Agreement With Option To Purchase shall expire on December 31, 1991, which date is the maximum term of both the Lease and the Option hereof.

USE OF PROPERTY

3. The City shall possess and operate the Property primarily for off-street parking purposes.

LEASE EXTENSION

4. The Authority also hereby grants the City the right to extend this Lease from December 31, 1974, for successive periods of one year each, up to and until December 31, 1991, which shall be the maximum period of this Lease. Any and all such extensions, of this Lease are to be subject to all the terms and conditions herein set forth.

5. On each December 1st during the term of this Lease, the City will be deemed to exercise its right and option to extend the Lease for the succeeding calendar year without any additional action by the City, unless prior to such December 1st the City shall give written notice to the Authority, or its designated agent,

that it does not elect to exercise this right. This Lease shall be automatically extended for the succeeding calendar year, unless the Authority, or its designated agent, receive such notice.

LEASE RENTAL

6. The "Rental" payable by the City to the Authority for the demised Property, during the term of the Lease, shall consist of a basic monthly rental and additional rental as herein set forth:

a) The basic rental during the term of the Lease shall be \$_____ per month (or such lesser amount as may be agreed to, from time to time, by the parties hereto), payable in advance on the first day of each and every month during the term of the Lease beginning with the date of this Lease.

b) The additional rental shall be an amount equal to the necessary expenses (other than provision for bond principal and interest with respect to the Bonds referred to in Recital C above) of the Authority to keep its charter in good standing; to administer this Lease Agreement, including all necessary governmental reports; to pay required administration, trustee, and agent's expenses and fees of the Authority relating to the Property; and to pay all Taxes and Assessments, as provided in paragraph 9 hereof. The maximum additional rental, exclusive of the said Taxes and Assessments, shall not exceed \$_____ per year; provided that such maximum as to any future one year extension period may be changed on six months prior written notice to the City. The additional rental shall be payable upon presentation by the Authority to the City of the evidence that such expenses have been incurred.

OPTION TO PURCHASE

7. At any time prior to December 31, 1991, the Authority grants to the City the exclusive option to purchase or acquire

title to the Property or obtain cancellation of any leasehold interest of the Authority as lessee therein, on payment of the option price to the Authority, or its designated agent. Notice of intention to exercise such option shall be given on or before the 1st day of December of any year during the term of this Option Agreement (during which term the parties agree the Property has a useful life); provided, that if the Lease provided for herein shall have terminated for any reason, the Option shall not apply as at any particular time to any of the Property on which the Trustee for the Bondholders shall have completed foreclosure proceedings.

The closing for payment of the option price and transfer of title to or acquisition of the Property shall be at a mutually agreeable time not later than one year after the December 1 date on which the City exercises its option as above provided.

The option price is the amount necessary at closing to redeem or pay off the outstanding Bonds, and release the Security Interest on the Property, plus an amount equal to all unpaid costs, obligations and expenses of the Authority relating to the Property and its costs of conveying the same to the City, as well as any and all other closing costs. Upon closing pursuant to the exercise of the option to purchase, as herein provided, the Authority will immediately transfer and convey to the City all of its right, title and interest in and to the Property which is then subject to the Option Agreement, warranting title to such Property against all persons claiming by, through or under the Authority.

8. This "Leasehold Agreement With Option to Purchase", including the Lease and Option Agreement provided herein, is subject to and subordinate to the Security Interest referred to in Recital C hereof on the Property in favor of a Trustee for the Bondholders.

TAXES

9. It is the position and belief of the parties hereto that the Authority and the Property shall be exempt from taxation

so long as the Property is used by the City for municipal off-street parking purposes or other municipal purposes pursuant to this Lease. However, in the event any taxes, assessments, duties or governmental impositions of any kind, extraordinary as well as ordinary, are levied or assessed against the Authority or the Property (the "Taxes and Assessments"), then in such event the City agrees that it will pay during the term of this Lease, as part of the Rental provided for in paragraph 6 hereof, such Taxes and Assessments, whether levied by federal, state or local authorities.

SOURCE OF RENTAL PAYMENTS

10. The City shall collect all charges for the use of the demised Property, including receipts from parking meters and parking lot operations. It is contemplated that the City will hold such receipts in a special fund, separate from other City funds, to be applied to the payment of the Rentals under this Lease. The City agrees to impose sufficient rates for parking meters, parking lot operations and other usage of the Property by others, so that such revenue, together with any other legally available municipal income, shall be sufficient to pay the Rental as it becomes due and payable during the term of this Lease.

11. Nothing herein contained shall be construed as binding the City for the payment of the Rentals beyond any one year term of this Lease as it may be or have been extended from time to time. The Rental and any other payments due the Authority and any agreements made or obligations assumed by the City pursuant to this Lease or Option Agreement shall never constitute an indebtedness or a general obligation of the City within the meaning of any state constitutional or statutory or City Charter provision or limitation, and the City shall never be required to provide funds for the performance or payment of any agreement or obligation hereunder except insofar as funds are provided by the parking meter and parking lot operations from the demised premises and from any other legally available municipal income.

MAINTENANCE OF PREMISES

12. The City will preserve and maintain the Property and all improvements thereon in usable condition, for municipal purposes, during the term of the Lease. While the Property is

being operated for off-street parking, the City further agrees to do so in a fashion consistent with accepted good business practices as carried on by private corporations operating a facility of the same or similar type. All maintenance and operation expenses and costs for the demised Property shall be at the City's own expense and shall include, but may not be limited to, the provision for:

a) Payment of all utility services consumed or used at or upon the demised Property;

b) Operation and maintenance of the Property in accordance with the requirements of law; and

c) While the demised Property is being used for public off-street parking:

1) Blacktopping on the demised Property;

2) Wheel stops, signs, space and traffic markings, parking meters, and other related work and facilities necessary for said parking facilities;

3) Curb cuts and other provisions for ingress and egress for the efficient use of the Property for parking; and

4) Traffic regulations in connection with the proper use of said Property.

INSURANCE

13. The City will obtain and carry builder's risk, fire, and public liability insurance policies, protecting the Authority's interests and liability as landlord, in such amounts and to such extent as is normally carried by private corporations operating parking facilities of the same or similar type, and will promptly pay all premiums on each such policy. The City will make each said policy payable to the Authority, or cause each said policy to be endorsed in an appropriate manner so that in the event of loss the proceeds thereof will be payable to the Authority. Each said policy shall be delivered to the Authority.

LIABILITY OF AUTHORITY

14. The Authority, its directors, officers, agents and employees, shall not be liable to the City, or to any other party whomsoever, for any death, injury or damage which may result to any person or property by or from any cause whatsoever, in, on or about the demised Property, or any part thereof.

LIENS

15. The City will keep the demised Property, and all additions thereto, free from liens for labor done or work performed upon the same on behalf of the City, or from materials furnished to it for the development or operation thereof.

ALTERATIONS AND IMPROVEMENTS

16. Except as authorized in paragraph 12 above with respect to maintenance of the premises, the City shall make no alterations in or additions or improvements to the demised Property without first obtaining the written consent of the Authority, and except as may be provided in the instruments granting the Authority its title to or possession of the demised Property, all additions and improvements made by the City (other than parking meters) shall be deemed a part of the real estate and a permanent structure thereon, and shall remain upon and be surrendered with said Property as a part thereof at the end of the term of this Lease.

SUBLETTING AND ASSIGNMENT

17. The City will not sublet the demised Property, or any part thereof, nor assign its rights under this Lease and Option Agreement, or any interest therein, without thy prior written consent of the Authority..

The City agrees that during the term of this Lease not more than one-fourth of the subject parking facilities shall be leased, during the period of any month, to any one business user.

FAILURE TO PAY RENTAL
OR BREACH OF LEASE

18. Should the City fail to pay any of the Rentals due the Authority under this Lease at any of the times herein provided, the Authority shall give written notice of such default to the City, and upon proper payment of all such rent and showing of good cause within 15 days of delivery of such notice, the Authority may waive such default. If not corrected within said 15 days, the Authority may, at its option, terminate this Lease. The Authority shall give the City notice of such termination. Upon such termination, all rights of the City under this Lease (except the Option Agreement herein granted to the City) shall be terminated and forfeited to the Authority; and the Authority shall then be entitled to immediate possession of the Property without giving any demand or notice.

19. In the event of any default or breach in the performance of any terms, conditions or covenants by the City under this Lease (other than the payment of Rental), the Authority shall give the City written notice of default, and the City shall then have the privilege of correcting the default within 90 days of delivery of such notice. If not so corrected, the Authority, at its option, may terminate this Lease by giving written notice to the City. Upon said termination of this Lease, the City agrees to immediately quit and surrender up said demised Property to the Authority.

NON-RENEWAL OF TERM

20. If the City does not extend this lease to its maximum term, it shall surrender possession to the Authority. The Authority may then lease the property subject to the City's rights under this Agreement; provided that no lease shall be executed without the Authority first having received a written opinion from counsel acceptable to the initial underwriter and purchaser of the Bonds that such lease does not destroy the tax exempt nature of the Bonds.

SUCCESSORS AND ASSIGNS

21. This Lease and Option Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

APPLICABLE LAW

22. This Lease and Option Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of Colorado. This Lease and Option Agreement expresses the full understanding of the parties hereto, and neither party hereto has made, nor shall be bound by, any agreement or representation to the other party which is not herein expressly set forth.

CONVEYANCE TO THE CITY

23. Except for and to the extent of the completion of foreclosure proceedings by the Trustee for the Bondholders, upon expiration of the maximum term of this lease on December 31, 1991, the Authority shall transfer all the demised Property herein to the City and shall cancel any leasehold interest of the Authority as lessee of the Property, free and clear of any lien or other encumbrance, and without additional consideration being paid to the Authority, provided the City shall pay a further sum to the Authority equal to all unpaid costs, obligations and expenses of the Authority relating to the Property and its cost of conveying the same to the City, as well as all other closing costs.

Upon the dissolution of the Authority, no part of its property shall be distributed to any Director or other individual or entity except the City, and any property of the Authority not required to pay corporate debts and corporate expenses shall be distributed only to the City or its governmental successor in interest, and without consideration of any kind or nature.

SEVERABILITY CLAUSE

24. If any term clause or provision of this Lease and Option Agreement, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect other terms, clauses or provisions or applications of this Lease and Option Agreement which can be given effect without the invalid term, clause or provision, or its application, and to this end this Lease and Option Agreement is severable.

IN WITNESS WHEREOF, the Authority and the City have caused their respective corporate names to be signed hereto by the respective officers thereto duly authorized, and in accordance with the requirements of governing law, all as of the day and year first above written.

ATTEST:

Secretary

GRAND JUNCTION, COLORADO, PARKING
AUTHORITY, a Colorado non-profit
corporation,

By _____

ATTEST:

City Clerk

CITY OF GRAND JUNCTION, COLORADO,
a Colorado home rule municipal
corporation,

By _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1974, by _____
_____ as _____,
and _____, as Secretary, of GRAND JUNCTION,
COLORADO, PARKING AUTHORITY, a Colorado non-profit corporation,
on behalf of the corporation.

My Commission expires:_____.

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1974, by _____,
as _____, and _____
_____, City Clerk, of CITY OF GRAND JUNCTION, COLORADO,
a Colorado home rule municipal corporation, on behalf of the cor-
poration.

My Commission expires:_____.

Witness my hand and official seal.

Notary Public

EXHIBIT A

Attached to and made a part of the Leasehold Agreement with Option to Purchase between the City of Grand Junction and Grand Junction, Colorado, Parking Authority.

The Property

Lots 3 to 10 inclusive, and Lot 25 in Block 105;

Lots 11 to 15 inclusive, except the west 85 feet of said lots, and also except any part of said Lots 11, 12 and 13 lying west of the east 50 feet thereof, in Block 116;

Lots 22 to 26 inclusive, in Block 117; and

Lots 17 to 32 inclusive, in Block 118; all in

and according to the plat of City of Grand Junction, Colorado.

Subject to, but with all rights under, paragraph 9 of "Agreement to Exchange Real Property" between Preston Walker, et al and The Downtown Parking Company, as approved by the City of Grand Junction, Colorado.

The Property also includes the Authority's rights under a long term parking facility leasehold agreement from the City of Grand Junction, Colorado, with respect to Lots 1 to 12, in Block 121, City of Grand Junction, Colorado.

Together with all their appurtenances, including parking meters, structures, paving, equipment, easements, and rights used for parking facility purposes.

TRUST AGREEMENT

THIS AGREEMENT, made this 1st day of July, 1974, between GRAND JUNCTION, COLORADO, PARKING AUTHORITY (hereinafter called the "Authority"), a Colorado corporation not for profit, and THE COLORADO NATIONAL BANK OF DENVER, Denver, Colorado, a National Banking Association (hereinafter called the "Trustee"):

R E C I T A L S

A. The Authority has an option to acquire, and desires to acquire, certain Real Property for its corporate purpose of assisting the City of Grand Junction, Colorado, in acquiring off-street parking facilities.

B. Subject to such acquisition, the Authority has leased said Real Property to the City of Grand Junction, Colorado, for use primarily for off-street parking.

C. The Authority does not have sufficient funds at this time to purchase said Real Property.

D. The Authority intends to issue its Bonds and to use the proceeds from the initial issue thereof to acquire said Real Property.

E. When the obligation represented by said Bonds has been discharged, or otherwise is fully provided for by Cash Equivalent Security or satisfied in full, the Authority agrees to donate, by transfer and conveyance, said Real Property to the said City of Grand Junction, Colorado, or its governmental successor in interest (hereinafter sometimes referred to as the "City") to be used by it in furtherance of its purposes, needs and functions.

F. For the purpose of securing the Bondholders of the Authority's said Bonds, the parties hereto have agreed to certain terms and conditions, as hereinafter set forth.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Unless the context otherwise requires, the terms defined in, or in accordance with, this Section 1, shall for all purposes of this Trust Agreement have the respective meaning set forth below:

a. The term "anticipatory breach default" shall have the meaning assigned to it in Article VII of this Agreement.

b. The term "Authority" shall mean Grand Junction, Colorado, Parking Authority, a non-profit corporation organized and existing under the laws of the State of Colorado.

c. The term "Basic Rental" is the "basic rental" payable under the "Leasehold Agreement", as defined herein.

d. The term "Board" shall mean the Board of Directors of the Authority.

e. The term "Boettcher and Company" shall mean the investment firm of Boettcher and Company, Denver, Colorado, the original purchaser of the Bonds, or its successor in interest.

f. The term "Bonds" shall mean the Bond Obligation to be issued by the Authority as described in "Exhibit B" attached hereto and made a part hereof (and after such issuance any and all Bonds subsequently issued to refund the said Bond Obligation as may be provided in, and in accordance with, the provisions of refunding documents issuing such refunding Bonds).

g. The term "Bondholder" or "holder of the Bonds" shall mean the bearers of any of the Bonds. Any reference to the holders of a particular percentage or a proportion of the Bonds or outstanding Bonds shall mean the holders, at the particular time, of the specified percentage or proportion in aggregate principal amount of all Bonds then outstanding, exclusive of: Bonds which have been paid; Bonds which have matured or been called for payment prior to maturity and for the payment of which funds have been deposited with the Paying Agent; Bonds for the payment of which there is on deposit Cash Equivalent Security, except as may be provided in the provisions of the refunding documents; and Bonds known to the Trustee to be held by the Authority or by the City, whether or not theretofore issued, and whether held in the Authority's or the City's treasury or pledged to secure any indebtedness.

h. The "Bond Resolution" shall mean the Resolution of the Board authorizing the Bonds, a duly certified copy of which (exclusive of Exhibits) is attached hereto, as "Exhibit B", and made a part hereof.

i. The term "Cash Equivalent Security" shall mean security for payment represented by cash or by bills, certificates of indebtedness, notes or bonds which are direct obligations of, or the principal and interest of which obligations are unconditionally guaranteed by, the United States of America under a trust or escrow agreement which requires that the proceeds of such security shall be first used to pay all the designated Bonds and interest thereon in full.

j. The term "City" shall mean the City of Grand Junction, Colorado, a Colorado home rule municipal corporation.

k. The term "completed default" shall have the meaning assigned to it in Article VII of this Trust Agreement.

l. The term "event of default" shall have the meaning assigned to it in Article VII of this Trust Agreement.

m. The term "Leasehold Agreement" shall mean the "Leasehold Agreement With Option To Purchase" entered into between the Authority and the City with respect to the Real Property as authorized by Ordinance 1500 of the City adopted April 17, 1974.

n. The term "Paying Agent" shall mean the bank designated to receive payments to be paid to the Bondholders in payment of Bonds and interest coupons as the same are presented for payment. The Paying Agent designated on issuance of the Bonds is The First National Bank in Grand Junction, Grand Junction, Colorado.

o. The term "notice by publication" shall mean the publication of the particular notice: once each week for two publications in a newspaper of general circulation in the City of Grand Junction, Colorado; and in one issue of The Daily Bond Buyer, if then in business, and if not, then in a nationally circulated financial publication published in the City of New York, New York. Any notice so given shall be deemed actual notice to each and every Bondholder.

p. The term "permanent structures" or "permanent additions" shall mean any and all improvements of a permanent nature constructed upon the Real Property.

q. The term "permitted encumbrances" shall mean:

(i) Liens of taxes and assessments, if any, not yet payable or payable without penalty so long as so payable;

(ii) Liens or taxes, assessments and other governmental charges, the validity of which the Authority is contesting or causing to be contested in good faith by appropriate action diligently pursued;

(iii) Liens securing indebtedness which has neither been assumed by the Authority nor upon which it customarily pays interest charges, existing only upon appurtenant property used primarily for right-of-way purposes;

(iv) Liens of employees and laborers for current wages, not yet due, and liens of materialmen and contractors incidental to construction, securing accounts payable not overdue.

(v) Easements, rights-of-way, zoning restrictions and other restrictions of record on the Real Property which do not in any way materially adversely affect the use of the Real Property by the Authority for the purpose for which it was designated to be used.

(vi) Minor encroachments and other minor defects in title, which do not materially adversely impair the marketability of the Authority's title to the Real Property or materially adversely affect the use of any Real Property by the Authority for the purposes for which it was designated to be used.

(vii) Liens created in connection with and pursuant to supplemental or amendatory agreements refunding the Bonds or any part thereof as authorized under Section 8.2 hereof.

r. The term "Real Property" shall mean the Real Property described in "Exhibit A" attached hereto and made a part hereof together with all buildings, improvements, permanent structures, permanent additions, fixtures, or appurtenances, now or hereafter erected thereon, together with all easements, rents, issues, and profits of the premises.

s. The term "supplemental agreements" or "agreements supplemental thereto" shall mean any agreement hereafter duly authorized and entered into in accordance with the provisions of this Trust Agreement.

t. The term "Trust Agreement" or "this Agreement" shall mean this Trust Agreement and the Indenture included herein.

ARTICLE II

TRUST ESTATE

Section 2.1 The Trust Estate shall consist of:

- (a) The Real Property;
- (b) The proceeds from, and rights to: the Basic Rental, and the option money payable on exercise of the option to purchase by the City, payable under the Leasehold Agreement; the proceeds of reimbursement, termination, partial termination, and damages payable under the Ground Lease; and the net revenues from the Real Property otherwise payable to, or received by, the Authority; and
- (c) The income from the investment of the Trust Estate;
- (d) Other payments and contributions which may be made for the purpose of paying the Bonds and the accrued interest thereon; and
- (e) The proceeds of any and all condemnations, insurance, sales, investments or reinvestments of any or all of the Trust Estate.

Section 2.2 In consideration of the premises, and the mutual covenants and agreements of the parties hereto, the Authority has, and does hereby grant, bargain, sell, convey, confirm, transfer, assign, set over and deliver to the Trustee, the Real Property as defined herein, including, but not limited to the Ground Lease and interests and rights included therein, the receipt of which is hereby acknowledged; to have and to hold the said Real Property and premises referred to above with the appurtenances unto the Trustee, its successors and assigns forever, with covenant of general warranty.

Section 2.3 In consideration of the premises, and the mutual covenants and agreements of the parties hereto, the Authority has, and does hereby grant, bargain, sell, convey, confirm, transfer, assign, set over and deliver to the Trustee, the "Basic Rental" payable to the Authority under the Leasehold Agreement, and all rights of the Authority to option money payable on exercise of the option to purchase by the City under said Leasehold Agreement, together with all rights of the Authority to enforce payment of taxes and other covenants where the Trustee deems the Authority is not pursuing its rights, and all net revenues from the operation of the Real Property by the Authority, directly or indirectly.

Section 2.4 The Trustee for itself, its successors and assigns, shall hold all of said Trust Estate, IN TRUST NEVERTHELESS, for the protection of the Bondholders without any preference, priority or distinction, to hold, manage, invest, re-invest, dispose of and administer, and otherwise deal with, all of said property, and any additions thereto which may hereafter be made by the Authority, or any other person, and any substitutions for said property or such additions, and all accretions thereto for the uses and purposes, and subject to the terms and conditions, herein set forth.

Section 2.5 The Authority agrees to make such confirmatory conveyances of the Trust Estate set forth above, as the Trustee may request from time to time.

ARTICLE III

TRUSTEE'S OBLIGATIONS AND DUTIES

Section 3.1 The Trustee has received the Trust Estate, IN TRUST NEVERTHELESS, for the equal pro rata benefit and security of each and every holder of the Bonds and interest coupons issued under and secured by this Trust Agreement, and for enforcing payment thereof, when payable, in accordance with the true intent and meaning of the stipulations in this Trust Agreement and of the Bonds and the interest coupons applicable thereto respectively, and without preference as to lien or otherwise of any one Bond over another.

Section 3.2 The Trustee shall receive the payment of the "Basic Rental" as the same becomes due and payable, or if not paid, take such steps as it may deem necessary to protect the Bondholders in accordance with Article VII hereof. Also, the Trustee shall collect any revenues which may be received from operation of the Real Property.

Section 3.3 The Trustee shall make investments of any surplus funds from time to time in bills, certificates of indebtedness, notes or bonds which are direct obligations of, or the principal and interest of which obligations are unconditionally guaranteed by, the United States of America.

Section 3.4 The Trustee shall pay its fees and expenses from the income of the Trust Estate and, to the extent that such income is not sufficient, shall bill the Authority which shall be liable for the Trustee's fees and expenses in any event.

Section 3.5 The Trustee shall pay over to the Paying Agent three days prior to the due date of any Bond or interest coupon the total amount necessary to meet the obligations then becoming due or payable, to the extent of the available trust funds.

Section 3.6 The net income from the investments of the Trust Estate by the Trustee shall be the income of the Authority but may be used by the Trustee on behalf of the Authority to meet or provide for any of the obligations of the Authority deemed prudent by the Trustee for the protection of the Bondholders.

Section 3.7 The Trustee shall exercise the remedies available to the Trustee on behalf of the Bondholders under Article VII hereof as it deems prudent for such purposes, and otherwise proceed in accordance with said Article VII in the event of any default.

Section 3.8 The Trustee covenants to comply with the reasonable requests of the Authority for any acts necessary for the Authority to keep its covenant set forth in the Bond Resolution (Exhibit B) to prevent any or all of the Bonds from becoming arbitrage bonds within the meaning of Section 103(d) of the Internal Revenue Code of 1954, as the same may be amended.

Section 3.9 Upon payment, or delivery of moneys for such payment to the Paying Agent, (or in case of refunding, provision for payment with Cash Equivalent Security) of all the Bonds secured by this Agreement in full, and all fees and expenses of the Trustee under this Agreement, subject to the provisions of any supplemental or amendatory agreement made pursuant to Section 8.2 hereof, the Trustee shall deliver and convey the entire residue of the Trust Estate to the Authority.

ARTICLE IV

TRUSTEE QUALIFICATIONS AND SUCCESSION

Section 4.1 The Trustee accepts the Trust hereby created upon the terms and conditions set forth in this Agreement, to which all of the parties hereto and the holders of the Bonds, from time to time issued hereunder, agree.

Section 4.2 The Trustee shall at all times: be a corporation subject to supervision and examination by federal banking authority, authorized and qualified to exercise corporate trust powers and business under such law and the laws of the State of Colorado; and have a combined capital and surplus of not less than \$1,000,000.

Section 4.3 If the Trustee, or any successor to it hereunder, shall at any time cease to be eligible under the standards prescribed in Section 4.2 of this Article IV, it shall resign as Trustee within 30 days thereafter.

Section 4.4 The Trustee may at any time resign by filing its written resignation with the Authority, the City and Boettcher and Company 30 days before the effective date thereof, and by giving notice by publication of such resignation. Such resignation shall be effective on the date designated therein unless previously withdrawn with notice thereof similarly filed and published. The Trustee, or any successor thereto, may at any time be removed by the affirmative vote of the holders of 75 percent of the principal amount of the Bonds then outstanding, such removal to be effective upon delivery to the Trustee and Authority of a written notice of such removal signed by such Bondholders or their authorized agents. In case of the resignation, removal or incapacity of the Trustee, a successor Trustee may be appointed in writing by the holders of a majority of the principal amount of the Bonds then issued and outstanding, or a successor Trustee may be appointed by the Authority with the written approval of the holders of a majority of the principal amount of the Bonds then issued and outstanding.

Section 4.5 Any new Trustee appointed hereunder shall execute, acknowledge and deliver to the Authority, and to the Trustee last in office, an instrument accepting such appointment hereunder, and thereupon shall become vested with all the titles, estates, properties, powers, duties and trusts of its predecessor as if originally named Trustee herein.

Section 4.6 Any Corporation into which the Trustee hereunder may be merged or with which it may be consolidated, or any corporation resulting from such merger or consolidation, shall be and become the successor to the Trustee hereunder without the necessity of executing or filing any instrument.

Section 4.7 No Trustee shall be required to give any bond or security for the faithful performance of its duties.

ARTICLE V

TRUSTEE'S CONDITIONS OF EMPLOYMENT

Section 5.1 The Trustee shall exercise such of the rights and powers vested in it by this Agreement and use the same degree of care and skill in their exercise as a prudent man would exercise or use under similar circumstances in the conduct of his own affairs.

Section 5.2 None of the provisions of this Agreement shall be construed as relieving the Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct.

Section 5.3 The Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, in the absence of bad faith on the part of the Trustee, upon the certificates or opinions furnished to it pursuant to the provisions of and conforming to the requirements of this Agreement; but in the case of any such certificates or opinions which by the provisions of this instrument are required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement.

Section 5.4 The Trustee shall not be accountable and shall be fully protected from liability, for any error of judgment made in good faith by a responsible officer or officers of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

Section 5.5 The Trustee shall not be accountable for, and shall be fully protected from liability with respect to, any action taken or omitted to be taken by it in good faith and in accordance with the written direction of the holders of not less than a majority of the principal amount of the Bonds at the time outstanding hereunder relating to the time, method and place of conducting, exercising, or omitting to exercise any trust or power conferred upon it under this Agreement.

Section 5.6 The Trustee shall not be personally liable for any debts contracted by it or damages to persons or property injured or damaged or for salaries or for non-fulfillment of contract or for any other torts, obligations or liabilities arising out of any possession or operation of any of the Real Property pursuant to any power herein given.

Section 5.7 Except as herein otherwise provided, any notice or demand which by any provisions of this Agreement is required or permitted to be given or served by the Trustee on the Authority shall be deemed to have been sufficiently given and served for all purposes by being deposited, postage prepaid, in a United States Post Office letter box, addressed (until another address is filed by the Authority with the Trustee) as follows:

Grand Junction, Colorado, Parking Authority
c/o Neva B. Lockhart
510 Rood Avenue
Grand Junction, Colorado 81501

and after another address shall have been filed by the Authority with the Trustee as aforesaid, at the last address so filed.

Section 5.8 Upon the application for the payment of any monies held by the Trustee under any provision of this Agreement, or for the execution of any release, or upon any other application to the Trustee hereunder, the Trustee shall be entitled to examine the books, records and premises of the Authority by its agent or attorney; and unless satisfied with or without such an examination of the truth and accuracy of the matters stated in any resolution, certificate, statement, opinion, report or order required by any of the provisions of this Agreement to be delivered to the Trustee as a condition precedent to the granting of any application, it shall be under no obligation to grant such application. The reasonable expense of every such examination shall be paid by the Authority or, if paid by the Trustee, shall be repaid by the Authority upon demand with interest at the rate of ten percent (10%) per annum.

Section 5.9 The Authority shall pay to the Trustee from time to time a reasonable compensation which shall be in accordance with the current fee schedule of the Trustee for the administration of similar trusts, and shall not be limited to the compensation provided by law for fiduciaries or for trustees of express trusts for all services rendered hereunder, if any, and also all of its reasonable expenses, charges, counsel fees and other disbursements, and those of its attorneys, agents, and employees, incurred in and about the administration and execution of the trust hereby created, and in the exercise and the performance of its powers and duties hereunder, and the Authority agrees to indemnify and save the Trustee harmless against any liabilities (except liabilities arising from the negligent action or negligent failure to act or the willful misconduct of the Trustee which it may incur in the exercise and performance of the powers and duties hereunder).

Section 5.10 The Trustee, acting for itself or as a bank, may become a purchaser, seller or pledgee of Bonds and coupons as issued by the Authority, with the same rights that it would have if it were not Trustee, and without liability or accountability to the Authority or the Bondholders or otherwise in respect of any such purchase, sale or pledge by or to it of any of such Bonds and coupons. It may act as a depositor for any purpose for any committee formed to protect the rights of Bondholders, or effect or aid in any reorganization growing out of or involving the enforcement of the Bonds or this Agreement, whether or not any such committee shall represent the holders of the majority in principal amount of the Bonds outstanding hereunder.

Section 5.11 The Trustee shall have the powers given to a fiduciary of a trust under Chapter 360 of the Colorado Laws of 1967, as amended by Colorado Laws of 1970, in addition to, and not in limitation of, its common law and statutory powers, to the extent necessary to carry out the obligations of this Agreement, except that the Trustee can only make investments in bills, certificates of indebtedness, notes or bonds which are direct obligations of, or the principal and interest of which obligations are unconditionally guaranteed by, the United States of America.

ARTICLE VI

PARTICULAR COVENANTS OF THE CORPORATION

The Authority hereby covenants as follows:

Section 6.1 That it will devote the entire proceeds realized from the sale of the Bonds to the purposes hereinabove specified.

Section 6.2 That it will promptly render such vouchers, bills and statements to the City of Grand Junction as may be required by law to expedite the payment of the rental due under the Leasehold Agreement.

Section 6.3 That it will provide for the deposit with the Trustee of all of the Basic Rental proceeds from the Leasehold Agreement.

Section 6.4 That it will provide for the deposit with the Trustee of all of the option money payable or paid on exercise of the option to purchase by the City under the Leasehold Agreement.

Section 6.5 That it will provide for the collection and

deposit with the Trustee of the proceeds of any reimbursement, termination, partial termination, or/and damages payable by the City under the Ground Lease constituting part of the Real Property.

Section 6.6 That it will pay to the Trustee all of the net revenues from the operation of the Real Property by the Authority.

Section 6.7 That it will duly and punctually pay the principal of and interest on all the Bonds now or hereafter outstanding and subject to the terms of this Trust Agreement, and will also pay interest at the rate of eight percent (8%) per annum (or such greater rate as may be legally required) on all overdue principal and/or installments of interest in respect of each Bond so issued, and that it will not directly or indirectly extend or consent to the extension of the time for the payment of any coupon or claim for interest upon any of the Bonds so issued, and will not directly or indirectly be a party to or approve of any arrangement for any such extension by purchasing said coupon or claims or in any other manner. Interest on coupon Bonds to the date of their fixed maturity shall be paid only in accordance with, and upon surrender of, the coupons for such interest as they respectively mature. As the coupons annexed to said Bonds are paid, they shall be cancelled. As the said Bonds are paid, they shall be cancelled.

Section 6.8 That it will pay, when the same shall become due, all taxes and assessments lawfully levied or assessed against the property of the Authority or upon any part thereof or upon any income therefrom (it being the position of the Authority, however, that the Authority and its property is not subject to any taxes or assessments); that it will duly observe and conform to all valid requirements of any governmental authority relative to any of the property; and further that it will not suffer any liens to be hereafter created or maintained upon the Real Property, whether now owned or hereafter acquired, or any part thereof, or the income therefrom, except permitted encumbrances; and that within three months after the accruing of any lawful claim or demands for labor, materials, supplies or other objects, which if unpaid might by law be given precedence over the rights of the Bondholders as a lien or charge upon the property, whether now owned or hereafter acquired, or the income thereof, it will pay or cause to be discharged or make adequate provision to satisfy or discharge the same; provided, however, that nothing in this Agreement shall require the Authority to observe or conform to any requirements of governmental authority or to cause to be paid or discharged, or make provision, for any such lien or charge, so long as the validity thereof shall be contested in good faith and, if necessary, by appropriate legal proceedings, and provided that nothing herein contained shall prohibit the Authority from acquiring or holding property subject to easements and conditions or restrictions not materially impairing its usefulness and the Authority's business.

Section 6.9 That at all times, until the obligation for all of the Bonds issued hereunder shall have been discharged or otherwise provided for, to carry, or cause to be provided, adequate public liability and such other forms of insurance as would customarily be carried by a prudently managed authority owning similar properties having a like value in the same vicinity. All insurance provided for in this paragraph shall be in such amounts and in such responsible insurance companies as may be satisfactory to the Trustee for the Bondholders, its successors or assigns, and shall be payable in the event of loss to property to the Trustee, and otherwise to the Authority. In case any loss should occur under any or all such policies of insurance, the Authority shall collect the insurance money payable thereon, for itself, or for the Trustee in the event of loss to property. The Trustee is authorized to use any such

insurance proceeds for the replacement or repair of the property destroyed or damaged. Otherwise such funds shall remain part of the Trust Estate to be used in accordance with Article III hereof.

Section 6.10 That it will at all times maintain its corporate existence and the right to carry on business in the State of Colorado, and will use diligent efforts to obtain, from time to time, all necessary renewals and extensions thereof, and subject to the provisions hereof, will diligently endeavor to maintain, preserve and renew all such rights, powers, privileges and franchises owned by it, necessary for carrying on the business of the Authority. That the Authority will at no time commit, or suffer to be committed, any waste upon the Real Property, nor construct, or permit the construction of, any permanent additions upon the Real Property that may in any wise tend to impair the value thereof, except as may be absolutely required by law. That it will permit no free use or service of the Real Property.

Section 6.11 That it will at all times keep, or cause to be kept, the proper books of records and accounts in which true, full and correct entries will be made of all dealings or transactions of or in relation to the Real Property and business relative thereto of the Authority.

Section 6.12 That it will have prepared within 90 days after the close of the calendar year, by a certified public accountant, annual statements or audits of its accounts in sufficient detail to show compliance with the requirements hereof, and deliver a copy of such statements or audits promptly after completion to the Trustee and to Boettcher and Company.

Section 6.13 That it will not commit or suffer any event of default hereunder.

Section 6.14 That it will faithfully perform any and all covenants, undertakings, stipulations and provisions contained in the Bonds, its Bond Resolution authorizing the issue of the Bonds, the Leasehold Agreement, the Ground Lease (being a part of the Real Property) and in this Trust Agreement.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.1 Unless and until one or more events of default shall occur and be continuing, the Authority shall be permitted freely and without leave or hindrance on the part of the Trustee or the Bondholders:

(a) To possess, use and enjoy all of the Real Property, and appurtenances, franchises and rights;

(b) Except for the "Basic Rental" net revenues from its operation of the Real Property herein assigned to the Trustee, to receive and use the rents, revenues, income, product and profits thereof with full power, in the ordinary course of business;

(c) Except as herein otherwise expressly provided to the contrary, to deal with choses in action, leases, leasehold interest and contracts, and to exercise the rights and powers conferred upon it thereby;

(d) To alter and repair its buildings and structures, if any;

(e) To replace and renew any of its equipment or other similar property;

(f) Subject to the Trustee's prior title and lien, to make any lease, or grant or convey any right-of-way, easement or license;

(g) To sell, exchange, trade, repair, replace or otherwise dispose of any spare and duplicate parts, appliances or equipment or improvements which may have become obsolete, inadequate, worn out, or otherwise unsuitable or unnecessary for use in its operation; and

(h) To construct any permitted structure.

Section 7.2 Each of the following events shall be deemed an "event of default" under this Trust Agreement, viz:

(a) Failure to pay the principal of and premium (if any) on any Bond hereby secured when the same shall become due and payable, whether at maturity as therein expressed or by declaration or otherwise;

(b) Failure to pay interest on any Bond hereby secured when the same shall have become due and payable;

(c) Failure to make any payment to the Trustee of the "Basic Rental" when the same shall have become payable;

(d) The adjudication of the Authority as a bankrupt by any court of competent jurisdiction;

(e) The entry of an order approving a petition seeking reorganization of the Authority under the Federal Bankruptcy Laws or any other applicable law or statute of the United States of America or of any state thereof;

(f) The appointment of a Trustee or receiver of all, or substantially all, of the property of the Authority;

(g) The filing by the Authority of a voluntary petition in bankruptcy or the making of a general assignment for the benefit of creditors;

(h) The consenting by the Authority to the appointment of a receiver or Trustee of all or any part of its property;

(i) A filing by the Authority of a petition or answer seeking reorganization under the Federal Bankruptcy Laws or any other applicable law or statutes of the United States of America or of any state thereof;

(j) The filing by the Authority of a petition to take advantage of any insolvency act;

(k) Failure to perform any other covenant or agreement contained herein or in any supplemental agreement hereto.

Any event of default set forth in subsections (a), (g), (h), (i), or (j) hereof shall be deemed to be a "completed default" at the time of its occurrence. Any other event of default shall be deemed an "anticipatory breach default" at the time of its occurrence.

Section 7.3 Unless sooner declared by the Trustee, as herein provided, an anticipatory breach default shall become a "completed default" if the particular event of default described in Section 7.2 of this Article VII remains unremedied or uncorrected:

(a) At the end of 30 days, as to any event of default set forth in subsection (b), (d), or (e) hereof.

(b) At the end of 60 days, as to any event of default set forth in subsection (c) thereof.

(c) At the end of 60 days following written notice and demand by the Trustee to the Authority, as to any event of default set forth in subsection (k) thereof, which written notice and demand shall specify such default and require the same to be remedied. This written notice and demand may also be given by not less than fifteen percent (15%) in principal amount of the Bondholders.

(d) At the end of 90 days, as to any event of default set forth in subsection (f) thereof.

If it appears to the Trustee that it would be to the best interest of the Bondholders, the Trustee may, or upon written request of the holders of not less than a majority in principal amount of the Bonds then outstanding the Trustee shall, declare at any time the anticipatory breach default to be, and it shall then be, a completed default.

Section 7.4 At the time of any completed default, the principal amount and all accrued interest on all Bonds then outstanding shall become and be immediately due and payable; provided, however, that the holders of not less than a majority in principal amount of the Bonds then outstanding, at any time and from time to time, by written notice to the Authority and the Trustee, may annul this effect of the completed default and destroy its effects and waive any such default hereunder, provided;

(a) All covenants, conditions and agreements with respect to which default shall have been made shall be fully performed or fully provided for;

(b) All arrears of interest upon all Bonds then outstanding and the principal of, and any premium which at the time may be payable on, any Bonds which have matured in due course by their terms, have been paid in full, or such payment has been fully provided for; and

(c) Reasonable charges and expenses of the Trustee, its agents, attorneys and counsel; all other sums owed to the Trustee in connection with the exercise and performance of its powers and duties hereunder; and all other indebtedness secured hereby (except the principal of Bonds, the date of maturity of which has not yet arrived) and the interest accrued since the last interest payment paid, shall be paid, or the amount thereof shall be paid to the Trustee for the benefit of the persons entitled thereto.

Section 7.5 The Authority agrees that upon the occurrence of one or more completed defaults, the Authority, upon demand of the Trustee, shall forthwith surrender to the Trustee the actual possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to exercise any or all of the following remedies:

(a) The Trustee may take possession of the Real Property, and any buildings, structures or equipment which may have been placed thereon, with books, papers and accounts in the possession of the Authority and applicable to said premises and buildings, structures or equipment and the operation and maintenance thereof, and subject to the rights of the City under the Leasehold Agreement, to hold, operate, and manage the same, and from time to time to make all needful repairs and such alterations, additions, and improvements as to the Trustee shall seem wise, to have all rights of the Authority under the Leasehold Agreement and to enforce the same, to relet the premises and facilities, and to receive the rents, income, issues, and profits thereof and out of the same to pay all proper costs and expenses of so taking, holding, operating, managing, and reletting the same, including reasonable compensation to the Trustee, its agents and counsel and any charges of the Trustee hereunder and any taxes and assessments and other charges incurred prior to the invoking of the powers of the Trustee under this Agreement which the Trustee may deem it wise to pay and all expenses of all such repairs, alterations, additions, and improvements.

(b) The Trustee may, with or without entry, foreclose pursuant to the requirements of the laws of the State of Colorado, and sell the Real Property, or any part thereof, in its discretion, at a public auction at such a place or places as may be determined by the Trustee, having first given adequate notice of sale by publication, and upon such sale, to deliver to the purchaser or purchasers good and sufficient deeds, bills of sale, or assignments for all such property sold. The Trustee and its successors are hereby irrevocably designated the true and lawful attorney of the Authority for the purpose of this Agreement, to execute and deliver all necessary deeds, bills of sale, and assignments, the Authority hereby ratifying and confirming all that its attorneys shall lawfully do by virtue hereof.

(c) The Trustee may petition a court of competent jurisdiction for the appointment of a Receiver to exercise the remedies given the Trustee under (a) or/and (b) hereof, together with such other remedies and powers as may be authorized by the Court under its equitable and legal jurisdiction.

Section 7.6 Subsequent to any completed default as a result of which the Trustee has exercised any of its remedies of possession or sale under this Article VII, the remainder of all monies received or held by the Trustee after payment of all necessary expenses shall be applied as follows:

(a) In case the principal of none of the Bonds shall be due and unpaid, first to the payment of Bond interest in default with interest thereon from the due date thereof at the rate of eight percent (8%) per annum, (or such greater rate as may be legally required).

(b) In case the principal of any Bond shall be due by declaration or otherwise, and is unpaid, first, to the payment of Bond interest in default with interest thereon from the due date thereof at the rate of eight percent (8%) per annum (or such greater rate as may be legally required), and second, to the payment of the principal of all such Bonds with interest on the overdue principal at the rate of eight percent (8%) per annum (or such greater rate as may be legally required).

In every instance such payments are to be made ratably to the persons entitled thereto without preference or discrimination.

Whenever all that is due upon such Bonds and interest shall have been paid and all defaults made good, the Trustee shall surrender possession of the remaining Real Property, if any, to the Authority, its successors or assigns; the same rights of entry, sale and all other remedies, however, shall continue to exist upon any and all subsequent completed defaults.

Section 7.7 In the event of default by the Authority in the performance of any of the covenants or conditions of this Agreement, the Trustee shall have the right and power to proceed with appropriate judicial proceedings to enforce all of its rights and the rights of any Bondholders hereunder. In case of a completed default hereunder, the Trustee may, either after entry or without entry, proceed by suit or suits of law or in equity to enforce the payment of the Bonds then outstanding hereunder. No remedy by the terms of this Agreement conferred upon or reserved to the Trustee or to the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be accumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein; and every such right or power may be exercised from time to time and as often as may be deemed expedient.

Section 7.8 (a) No holder of any Bond or coupon shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Agreement or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless such holder shall have previously given to the Trustee 30 days prior written notice of the Trustee's breach of its duties hereunder specifying the details of each such breach, and of the continuance thereof, and unless also the holders of twenty-five percent (25%) in principal amount of the Bonds then outstanding hereunder shall have made written request to the Trustee and shall have afforded it reasonable opportunity to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; and unless also said Bondholders shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby without negligence or bad faith; and no Bondholders shall be entitled to institute any such suit if and to the extent that the institution or prosecution of such suit or the entry of judgement therein would under applicable law result in the surrender, impairment, waiver or loss of the terms of this Agreement upon the Real Property and Trust Estate, or any part thereof, as security for Bonds held by any other Bondholder.

(b) In any suit for the enforcement of any right or remedy under this Agreement, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the Court may in its discretion require the filing by any party litigant other than the Trustee in such suit of an undertaking to pay the costs of such suit, and the court may in its discretion assess reasonable costs, including reasonable attorney's fees, against any party litigant other than the Trustee in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; provided that the provisions of this Section shall not apply to any suit instituted by the Trustee, to any suit instituted by any Bondholder, or group of Bondholders, holding in the aggregate more than ten percent (10%) in principal amount of the Bonds outstanding, or to any suit instituted by any Bondholders for the enforcement of the payment of the principal of or interest on any Bond, on or after the respective due dates expressed in such Bond.

(c) Nothing in this Section or elsewhere in this Agreement contained shall affect or impair the absolute and unconditional obligation of the Corporation to pay the principal and interest of the Bonds in accordance with the terms thereof, to the respective holders or registered owners thereof and of the coupons attached thereto at the maturity thereof (whether by lapse of time or call for redemption), nor affect or impair the right of action of such holders to enforce such payment.

Section 7.9 The Authority may, if permitted by law, waive any period of grace provided for it in this Agreement.

Section 7.10 The Trustee may, without the happening of an event of default, and at the written request of the holders of not less than a majority of the outstanding Bonds, and upon being furnished with reasonable security and indemnity shall, take such steps and institute such actions in its capacity as Trustee, as the Trustee may deem appropriate for the protection, declaration, or enforcement of the security interests, rights or property of the Bondholders, including, but not limited to, specific performance of any covenant or agreement of this Trust Agreement.

Section 7.11 The Trustee shall within 40 days after the occurrence of an event of default which remains unremedied or uncorrected give notice by publication of such fact to the Bondholders; provided, that except in the case of a default in the payment of principal or interest when due, the Trustee shall be protected for withholding such notice as and so long as it in good faith deems that the withholding of such notice is in the interest of the Bondholders.

Section 7.12 In case the Trustee shall have proceeded to enforce any right under this Agreement, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then, and in every such case, the Authority and the Trustee shall be restored to their former positions and rights hereunder with respect to the Real Property and Trust Estate subject to the effect of this Agreement, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.13 All rights, remedies and powers provided for in this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law that may be controlling in the premises and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable or not entitled to be recorded or filed under the provisions of any applicable law.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1 No recourse, under or upon any obligation, covenant or agreement contained in this instrument, or because of any indebtedness hereby secured, shall be had against any incorporator, or against any past, present or future member, trustee, officer or director, as such, of the Authority or of any successors thereto, either directly or through the Authority or any such successor, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable

proceeding or otherwise; it being expressly agreed and understood that this instrument and the obligations thereto are solely corporate obligations and that no personal liability whatever shall attach to, or be incurred by, such incorporators, members, trustees, officers or directors, as such, of either the Authority or any successor thereto, because of the incurring of the indebtedness thereby authorized, or under or by reason of any of the obligations, covenants or agreements contained in this instrument, or implied therefrom.

Section 8.2 The Authority and the Trustee may, without any action on the part of the Bondholders, from time to time and at any time if by the Authority deemed necessary or advisable, enter into such agreements supplemental or amendatory hereto as shall not be inconsistent with the terms and provisions hereof.

Supplemental agreements under which any part, from time to time, or all, from time to time, of the real property described in Exhibit "A" is traded or substituted for similar real property of a comparable value, shall be deemed to be necessary or advisable agreements supplemental hereto and not inconsistent with the terms and provisions hereof; provided such traded or substituted real property becomes subject to a first lien securing the Bondholders under this Trust Agreement with the same effect as if, at such time, such traded or substituted real property had originally been described in Exhibit "A" hereof; and further provided that values shall be determined by competent recognized appraisers satisfactory to the Trustee.

Such supplemental agreements may also include, among other matters, provisions for the issuance and securing of Bonds for the purpose of refunding all of the outstanding Bonds secured hereunder, provided the payment of the Bonds secured hereunder shall be fully provided for by Cash Equivalent Security committed for the payment of such refunded Bonds. Any such refunding Bonds may use as security any property rights and rights to proceeds of the Authority, or held as security by the Trustee consistent with the purposes of this Trust Agreement including, but not limited to, the Real Property and the income and expense therefrom. Nothing contained in this Trust Agreement shall be construed as limiting or denying the right and power of the Authority to refund the obligation of the Bonds secured hereunder by redemption of said Bonds in accordance with the Bond terms, or in case of advance refunding with scheduled redemptions by adequate provision therefor by Cash Equivalent Security.

Section 8.3 Any request or instrument required by this Agreement to be executed by Bondholders may consist of a number of concurrent instruments of similar tenor, and shall be signed or executed by Bondholders in person, or by their respective agents or attorneys duly appointed by an instrument in writing and acknowledged by such Bondholder or Bondholders. The amount of Bonds held by any person executing any request or other instrument may be proved by a certificate executed and acknowledged by an officer of any trust company, bank, or other depository whose certificate may be deemed satisfactory to the Trustee, showing that such person had on deposit the Bonds described in such certificates as of the date therein mentioned.

Section 8.4 Pursuant to the Articles of Incorporation of the Authority and the Leasehold Agreement With Option to Purchase:

The City, or its governmental successor, as at any particular time, has the irrevocable option and right to acquire from the Authority the Real Property by discharging the security interests on, and all corporate obligations and indebtedness (including any and all Bonds refunding such indebtedness) incurred with respect

to the acquisition, construction, or operation of, the Real Property, (except that where there has been advance refunding, the refunded Bonds shall be deemed discharged for this purpose by Cash Equivalent Security committed for the payment of such refunded Bonds).

The balance, if any, of all money received by the Authority from its operations, after the payment in full of all debts and obligations of the Authority of whatever kind or nature, shall be transferred to the City or its governmental successor in interest free and clear of all liens and encumbrances and without consideration of any kind or nature.

Except for and to the extent of the completion of foreclosure proceedings by the Trustee, upon expiration of the maximum term of the Leasehold Agreement on December 31, 1991, the Authority shall transfer the Real Property to the City free and clear of any lien or other encumbrance, and without additional consideration being paid to the Authority, provided the City shall pay a further sum to the Authority equal to all unpaid costs, obligations and expense of the Authority relating to the Real Property and its cost of conveying the same to the City, as well as other closing costs.

Upon the dissolution of the Authority, no part of its property shall be distributed to any Director or other individual or entity except the City, and any property of the Authority not required to pay corporate debts and corporate expenses shall be distributed only to the City or its governmental successor in interest, and without consideration of any kind or nature.

Section 8.5 If any one or more of the clauses, provisions, covenants or agreements provided in this Trust Agreement to be performed on the part of the Authority or on the part of the Trustee shall be declared by any court of competent jurisdiction to be contrary to law, then the same shall be deemed separable from the remaining clauses, provisions, covenants and agreements and shall in no way affect the enforceability of any other clause, provision, covenant, or agreement, of this Trust Agreement or of the Bonds secured hereunder.

Section 8.6 This Trust Agreement shall be governed by the laws of the State of Colorado.

Section 8.7 This Agreement unless sooner terminated, shall terminate twenty-one (21) years after the death of the last surviving United States District Court Judge holding such position on the date of this Agreement.

Section 8.8 The provisions and covenants in this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, the Bondholders, and their respective successors and assigns.

IN WITNESS WHEREOF, the Authority and The Colorado National Bank of Denver, Denver, Colorado, have caused their respective corporate names to be signed hereto by the respective officers

GRAND JUNCTION, COLORADO, PARKING
AUTHORITY

By _____
President

Secretary

By _____
Authorized Officer

Authorized Officer

My Commission expires: _____

EXHIBIT B

tion on behalf of THE COLORADO NATIONAL BANK OF DENVER, a National Banking Association, as Trustee.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

EXHIBIT A

Attached to and made a part of the Trust Agreement between GRAND JUNCTION, COLORADO, PARKING AUTHORITY and THE COLORADO NATIONAL BANK OF DENVER.

The "Real Property"

Lots 3 to 10 inclusive, and Lot 25 in Block 105;

Lots 11 to 15 inclusive, except the west 85 feet of said lots, and also except any part of said Lots 11, 12 and 13 lying west of the east 50 feet thereof, in Block 116;

Lots 22 to 26 inclusive, in Block 117; and

Lots 17 to 32 inclusive, in Block 118; all in and according to the plat of City of Grand Junction, Colorado.

Subject to, but with all rights under, paragraph 9 of "Agreement to Exchange Real Property" between Preston Walker, et al and The Downtown Parking Company, as approved by the City of Grand Junction, Colorado.

The Property also includes the Authority's right under a long term parking facility leasehold agreement from the City of Grand Junction, Colorado, with respect to Lots 1 to 12, in Block 121, City of Grand Junction, Colorado.

Together with all their appurtenances, including parking meters, structures, paving, equipment, easements, and rights used for parking facility purposes.

GROUND LEASE

THIS LEASE, made and entered into as of the 1st day of July, 1974, by and between CITY OF GRAND JUNCTION, COLORADO, a Colorado home rule municipal corporation, hereinafter called "Owner" or "City", and GRAND JUNCTION, COLORADO, PARKING AUTHORITY, a Colorado nonprofit corporation, hereinafter called "Tenant",

W I T N E S S E T H:

ARTICLE I

LEASED PREMISES

Owner has, and does hereby designate and set aside primarily for vehicular parking and future vehicular parking purposes the entire "leased premises" described herein as the same shall be amended from time to time as herein provided.

Owner, for and in consideration of the rents, covenants, agreements and conditions hereinafter mentioned to be kept and performed, has this day rented, leased and let, and by these presents does rent, lease and let unto Tenant that certain property (sometimes hereinafter referred to as "leased premises") situated in the County of Mesa, State of Colorado, described and to be described as follows:

The "leased premises", for the purposes of this Ground Lease, prior to the amendment thereof as herein provided, shall be all of Lots 1 through 12 inclusive in Block 121 of the Plat of City of Grand Junction, Colorado, in Mesa County, Colorado, the north one-half of the vacated alley adjoining said Lots 1 to 12 inclusive on the south, the south one-half of vacated Main Street adjoining said Lots 1 to 12 inclusive on the North, and the west one-half of vacated Second Street adjoining said lots on the east (the "described premises"), all subject to the Owner's right, prior to the termination of the Lease Back referred to in Article V hereof, to construct at its sole cost and expense and (except for all the parking facilities and structures associated with the City's municipal community center, which shall be deemed to be a part of the leased premises at all times) to have sole ownership, possession and right to use a municipal community center beneath, upon, or over the described premises.

The leased premises in all cases shall include the necessary rights of ingress and egress to and from said leased premises.

At such time as the municipal community center and the parking facilities are capable of being separately described and designated, and from time to time thereafter, the description of the leased premises shall be amended and defined by an instrument executed by the Owner and Tenant for the purposes of excluding from the "leased premises", and from this Ground Lease all that part, whether beneath, upon or over the surface of the described premises, which does not constitute all the parking facilities and structures associated with the City's municipal community center; provided that such amended leased premises in all cases shall include all parking facilities on, in or under said described premises and shall provide for not less than 727 spaces for parking vehicles (passenger automobiles) in addition to the parking facility capabilities of Lots 1 to 3 inclusive thereof, together with the necessary provisions at all times for parking facilities (including paving, stops, and other necessary fixtures and appurtenances for a vehicular parking business). Lots 1 to 3 inclusive of Block 121 of the City of Grand Junction, Colorado,

leased herein, is subject to the outstanding rights of record of the prior owner, but shall also be subject to substitution of other areas within Lots 1 to 12 of Block 121 of the City of Grand Junction, or any additional area adjacent to said Block 121 which the City of Grand Junction may have available, having a similar area capable of accommodating vehicular parking and the necessary parking facilities.

The leased premises are to be used by Tenant for the purposes authorized in Article VII hereof. The leased premises are intended to be structurally associated with the City's municipal community center which Owner intends to construct in the near future at its sole cost and expense. Accordingly, Owner reserves the right to provide public access across or through the leased premises, and the right to place pipes and other utility lines within or under the leased premises, all as more particularly provided in Article XVI hereof.

ARTICLE II

TERM

The term of this Lease shall be for the period of twenty-five (25) years, commencing on July 1, 1974, and ending June 30, 1999.

ARTICLE III

RENT

As consideration for this Lease, Tenant agrees to pay to Owner rent of \$250,000 for the full term hereof upon the execution hereof.

ARTICLE IV

IMPROVEMENTS AND ALTERATIONS

It is recognized by Owner and Tenant that the main value of this prepaid Ground Lease is, at the date of this Lease, the Owner's planned construction of a municipal community center, and the inclusion in connection therewith of parking facilities capable of accommodating not less than the prescribed number of vehicles and parking facility capabilities as set forth in Article I hereof.

Owner agrees to set aside the rental paid by Tenant for this Lease in a separate special fund to be used for the purpose of constructing parking facilities, with the necessary paving, stops, and other necessary fixtures and appurtenances for the purposes of accommodating a vehicular parking business, to be associated with the City's above mentioned municipal community center, or to be used to reimburse Tenant as herein provided. In the event the construction work is not completed on or before the date of termination of the Lease Back, referred to in Article V hereof, as the same may be extended, the Owner shall reimburse Tenant the "value of the remaining leasehold interest" determined as hereinafter provided, and this Ground Lease shall be deemed to have been terminated.

The "value of the remaining leasehold interest" shall be the following percentages of prepaid rent provided for in Article III at the times indicated:

	Percentage
0 to 1 years	100.0
1 to 2 years	97.6
2 to 3 years	95.1

	Percentage
3 to 4 years	92.5
4 to 5 years	89.8
5 to 6 years	87.0
6 to 7 years	84.1
7 to 8 years	81.0
8 to 9 years	77.9
9 to 10 years	74.6
10 to 11 years	71.2
11 to 12 years	67.6
12 to 13 years	63.9
13 to 14 years	60.0
14 to 15 years	56.1
15 to 16 years	51.9
16 to 17 years	47.6
17 to 18 years	43.1
18 to 19 years	38.4
19 to 20 years	33.6
20 to 21 years	28.5
21 to 22 years	23.2
22 to 23 years	17.8
23 to 24 years	12.0
24 to 25 years	6.2

Consistent with the Tenant's right to quiet enjoyment of the Leased Premises, alterations and improvements subsequent to completion of the construction may be made by Owner at its expense.

Any and all alterations, additions and improvements made to the leased premises, as well as all fixtures and equipment attached to or made a part of the leased premises, shall become the property of the Owner at the termination of this Lease and shall be surrendered to Owner. Tenant shall be under no obligation to rebuild or replace any improvements on the leased premises.

ARTICLE V

LEASE BACK

As one of the considerations for this Ground Lease, Tenant is entering into a "Leasehold Agreement with Option to Purchase" effective as of July 1, 1974, with the City covering the premises covered by this Ground Lease and other properties.

The parties agree that the leasehold estate and other interests granted under said "Leasehold Agreement with Option to Purchase" shall not merge with the fee interest of Owner, nor except as stated therein defeat or release the leasehold interest of Tenant under this Ground Lease.

During the period the Leasehold Agreement ("Lease Back"), as distinguished from the Option to Purchase referred to therein, shall be in full force and effect, the Tenant's obligations and liabilities to the Owner under and pursuant to Articles VI, VII, VIII, IX, X and XI, of this Lease shall be deemed to be governed by the provisions and requirements therefore of the City under said Lease Back Agreement, and shall be deemed to be satisfied in full by City's performance of the City's covenants and agreements required in Tenant's behalf under said Lease Back Agreement.

ARTICLE VI

CARE OF PREMISES

All normal maintenance and care of the leased premises shall

be done by Tenant at its sole cost and expense. Tenant shall be under no obligation to repair, maintain and keep the municipal community center buildings, structures and improvements beneath, within, upon or over the leased premises in good repair and safe condition. Tenant agrees to keep the leased premises clean and free from rubbish, dirt, snow and ice. Tenant agrees to keep the premises and all fixtures and equipment thereon in good working order and in a clean and sightly condition, and Tenant agrees to do no act which would injure the premises, equipment, fixtures, improvements and appurtenances or be a nuisance or menace to Owner or any person lawfully visiting or working upon the leased premises.

ARTICLE VII

USE OF PREMISES

Tenant shall use the leased premises primarily for storage and parking of vehicles and such other purposes authorized by law and regulatory authority as may be undertaken by Tenant.

ARTICLE VIII

UTILITIES

Tenant shall pay all bills for utilities furnished to or used on the leased premises, including without limitation, telephone, gas, electricity, water, sewer and trash and garbage removal service, and to pay all costs and charges incident to the establishment of such services.

ARTICLE IX

OWNER NOT LIABLE FOR PERSONS OR PROPERTY

All property of every kind which may be on the leased premises during the term hereof, shall be at the sole risk of Tenant or those claiming under it, and Owner shall not be liable to Tenant, its agents, employees, tenants, subtenants or any other person whatsoever for injury or death of any person or damage to or loss of property in or upon the leased premises which may arise or which may be alleged to have been caused by reason of or in connection with Tenant's use and occupancy of the leased premises during the term hereof, and Tenant hereby covenants and agrees to assume any and all liability and expense therefor and to save the Owner harmless therefrom.

ARTICLE X

INDEMNIFICATION OF OWNER

Tenant will indemnify and hold Owner harmless from and against all claims and demands and loss or damage including claims for property damage, personal injury or wrongful death arising out of and in connection with the use or occupancy, other than construction or demolition upon the leased premises, of the leased premises by any person claiming by, through, or under Tenant.

In case of any proceeding at law or in equity wherein Owner, without default in the keeping of its covenants hereof, shall be made a party to litigation by reason of Tenant's interest in the leased premises, Owner shall be allowed and paid by Tenant for costs, charges and reasonable attorneys' fees incurred by Owner.

ARTICLE XI

PUBLIC LIABILITY AND WORKMEN'S COMPENSATION

Tenant covenants and agrees to maintain or cause to be maintained at all times during the term of this Lease public liability insurance with responsible insurance companies doing business in Colorado, under which Owner shall be named as one of the insured, properly protecting and indemnifying Owner and Tenant in an amount not less than \$300,000 for injury to any one person (including death), not less than \$1,000,000 for personal injury in any one accident, and not less than \$100,000 for property damage; and Tenant shall also carry such workmen's compensation insurance as shall be required by the laws of the State of Colorado. Tenant shall furnish Owner with a certificate or certificates of insurance covering said public liability and workmen's compensation insurance so maintained or caused to be maintained by Tenant.

ARTICLE XII

ASSIGNMENT

Tenant may assign, convey, mortgage, or transfer its interest or any part or parts thereof under this Lease, or sublease the leased premises or any part or parts thereof without the prior written consent of the Owner.

Any assignment, encumbrance or sublease shall not relieve Tenant from its liability to Owner for the full performance of Tenant's obligations hereunder. In case of approval by Owner of any such assignment, and the release of the Authority with respect to the obligations thereof, the assignee alone shall be liable for the full performance of Tenant's obligations hereunder. Upon termination of this Lease by lapse of time or otherwise, any sublease hereunder shall automatically terminate.

ARTICLE XIII

DESTRUCTION AND RESTORATION

In the event the improvements on the leased premises, or any part thereof, be destroyed by any casualty, Owner shall, from and to the extent of the proceeds of any and all insurance and awards, restore, repair, reconstruct or replace the same forthwith to as good condition as the improvements were in immediately prior to such damage or destruction. In the event insurance or awards are in fact not received sufficient for such purpose, and Owner does not elect to proceed using other available funds, Tenant shall be entitled as damages to such insurance or awards as Owner receives up to the "value of the remaining leasehold interest" as determined in accordance with Article IV hereof. Tenant shall have the election of making the leased premises suitable for its purposes by making improvements forthwith at Tenant's sole cost and expense, or removing all movable improvements and remains of movable improvements upon the leased premises.

In the event of damage or destruction, Owner shall have the right to change, vary or alter the style and design of the improvements, the intent herein being only that Owner either restore the premises or construct new premises of equal or greater value than existing prior to the damage or destruction. Any restoration, construction, change or variation as hereinbefore referred to shall be made in accordance with Article IV hereof and the leased premises description amended in accordance with Article I hereof.

ARTICLE XIV

REMEDY UPON DEFAULT

In the event Owner or Tenant at any time shall fail or neglect to perform or observe any covenant, condition or agreement herein contained on its part to be performed or observed, for ninety (90) days after written notice of such default, Owner or Tenant shall have the right to specific performance and damages, from time to time, to enforce such covenants, conditions or agreements, or for compensation for such breach from time to time.

The parties further agree that if the leased premises shall be abandoned or vacated by Tenant before the end of the term, then Owner shall have the right to obtain a judicial termination of this Lease pursuant to the notice herein provided.

For all purposes under this Lease, Tenant and Tenant's assignee, if any, shall be treated as separate entities. Owner by sending notices to Tenant and Tenant's assignee shall preserve all rights against each pursuant to the terms of this Lease.

ARTICLE XV

CUMULATIVE REMEDIES

None of the covenants, terms or conditions of this Lease to be kept and performed by Owner or by Tenant shall in any manner be altered, waived, modified, changed or abandoned, except by written instrument to be signed and delivered by Owner or by Tenant, as the case may be, and not otherwise. No act or acts, omission or omissions, or any waiver, acquiescence or forgiveness as to any default or breach in the failure of the performance, either in whole or in part by either party of any of the covenants, terms or conditions of this Lease shall be deemed or construed to be: a) an extinguishment of such covenant or condition, the breach whereof has been waived; or b) a waiver of the right to declare a forfeiture of this Lease for any subsequent breach; or c) a waiver of the right at all times in the future to insist upon the full and complete performance of each and all of the covenants, terms and conditions to be performed according to the provisions of this Lease in the manner and to the same extent as the same are herein covenanted to be performed. Both parties hereby expressly waive the right to assert that any of the covenants, terms and conditions of this Lease have in any manner been altered, waived, modified, changed or abandoned except as it may be so altered, waived, modified, changed or abandoned by such written instrument duly signed by the party consenting to the change and delivered to the other party.

No remedy herein or otherwise conferred upon or reserved shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Further, all power or remedy given by this Lease may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission to exercise any right or power arising from any default shall impair any such right or power, or shall be considered to be a waiver of any such default or acquiescence therein.

ARTICLE XVI

TITLE

Owner covenants that it is the owner of the leased premises; that it has the right and authority to make this Lease and that

Tenant, by paying the rent herein as provided in Article III hereof and performing all covenants herein contained on Tenant's part to be performed and observed, shall and will have and hold peaceful possession and enjoyment of the leased premises during the term thereof.

If, in connection with the Owner's construction, improvement or development of land adjoining and air space above the leased premises to be designated or designated and set aside for the City's municipal community center, it becomes necessary to provide access across or through the leased premises or to place pillars, supporting structures, pipes or utility lines within or under the leased premises, Tenant agrees it will make or cause to be made such grant or grants or rights-of-way or easements as may be reasonably requested by the Owner for such purposes so long as such easements do not interfere unreasonably with the necessary subjacent, adjacent and other supports, space and other requirements for the permitted use of the leased premises. The Owner further agrees that the Tenant shall be free from any claims or damages arising by reason of such construction, access and the placement of such utilities upon the leased premises by the Owner.

ARTICLE XVII

INSPECTION OF PREMISES

Tenant will permit Owner and its agents at reasonable times during the term hereof to enter on the demised premises and examine and inspect the same.

ARTICLE XVIII

REPRESENTATIONS

Tenant acknowledges and agrees that it has not relied upon any statements, representations or warranties, except such as are expressly and specifically set forth herein.

ARTICLE XIX

NOTICES

All notices required to be given, or desired to be given, hereunder shall be in writing and may be served as permitted by statute for service of process, but shall be deemed duly served for all purposes: a) upon Owner by mailing a copy thereof by registered or certified United States mail, postage prepaid, addressed to Owner at Grand Junction, Colorado, and b) upon Tenant at Grand Junction, Colorado, by registered or certified mail as aforesaid, or at such other place or places as Owner or Tenant may designate hereinafter in writing. Notices to an assignee, mortgagee or trustee may likewise be served as permitted by statute for service of process, but likewise be deemed duly served by such mailing in like manner to its or their respective last known addresses. All notices given by registered or certified mail as aforesaid shall be deemed duly served as of the date they are postmarked.

ARTICLE XX

HEADINGS

The headings appearing on this Lease are not a part of this instrument, and shall not affect the true meaning and intent of the terms hereof. Throughout this Lease the singular shall include the plural and vice versa when the context permits, and any verb used in connection therewith shall be modified to conform to the context of the sentence.

ARTICLE XXI

COVENANTS RUN WITH THE LAND

The covenants and agreements herein contained shall run with the leased premises and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

ARTICLE XXII

PRONOUNS

Use of the personal pronoun shall be construed to mean the impersonal where applicable, and vice versa.

ARTICLE XXIII

EMINENT DOMAIN

If the whole or any part of the premises hereby leased shall be taken by any public or quasi-public authority under the power of eminent domain and the leased premises provided for in Article I is not amended as permitted therein so as to satisfy the requirements thereof, then the term of this Lease shall cease on such portion of the leased premises as is not satisfied by amendment from the day possession thereof of that part shall be required under eminent domain; and, at the time of such partial termination, the Tenant shall have the right either to cancel this Lease and declare the same null and void, or to continue in possession of the remainder of the leased premises under the terms herein provided. Tenant shall be entitled to damages awarded for diminution in value to the leasehold estate hereunder and for all improvements on the leased premises. Tenant shall further be entitled to any award made for loss of business and depreciation to and cost of removal of fixtures. Owner shall be entitled to damages awarded the taking of the fee title as diminished by the leasehold hereunder. As between the Owner and Tenant, it is stipulated that the damages for a total leasehold termination shall be the "value of the remaining leasehold interest" determined as provided in Article IV hereof.

ARTICLE XXIV

TIME

Time is of the essence hereof.

ARTICLE XXV

PARTIAL INVALIDITY

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease

shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate the day and year first above written.

CITY OF GRAND JUNCTION, COLORADO

(SEAL)

By _____
President, City Council

ATTEST:

City Clerk

GRAND JUNCTION, COLORADO, PARKING
AUTHORITY

(SEAL)

By _____

ATTEST:

Secretary

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1974, by _____, President of the City Council, and _____, City Clerk, of CITY OF GRAND JUNCTION, COLORADO, a Colorado home rule municipal corporation, on behalf of the corporation.

My commission expires: _____.

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1974, by _____ as _____ and _____ as Secretary, of GRAND JUNCTION, COLORADO, PARKING AUTHORITY, a Colorado nonprofit corporation, on behalf of the corporation.

My commission expires: _____.

Witness my hand and official seal.

Notary Public

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, made this _____ day of July, 1974, by and between DOWNTOWN PARKING COMPANY, INC., a Colorado corporation, Seller, hereinafter sometimes referred to as "Downtown Parking", and GRAND JUNCTION, COLORADO, PARKING AUTHORITY, a Colorado corporation not for profit, Purchaser, hereinafter sometimes referred to as "Authority".

For One Dollar and other good and valuable considerations as hereinafter noted, Downtown Parking hereby agrees to sell the hereinafter referred to real property to the Authority as of July 1, 1974, for the considerations hereinafter indicated on the following terms and conditions:

1. Attached hereto as Exhibit A and made a part hereof, is a proposed closing sheet setting forth the description of the property, the purchase and sale price, and other terms and conditions. Various items are amplified by subsequent provisions of this Agreement.

2. The title to the property shall be conveyed by general warranty deed, free and clear of all liens and encumbrances except the Charles and Mary Willsea contract obligation as indicated, and 1974 real estate taxes for which adjustment is being made.

3. The adjustments for receipts and reimbursable expenses with respect to the Downtown Parking Agreement with the City of Grand Junction, Colorado, shall be the actual receipts and expenses for March through June, 1974.

4. This contract is contingent upon Downtown Parking and the City of Grand Junction, Colorado, entering into a settlement agreement as of July 1, 1974, with respect to their agreement dated December 3, 1964 as amended, including the trade of Lots 17 to 19 inclusive, and the East half of Lot 20 of Block 99, and Lots 3 to 8 inclusive, in Block 100, of the Plat of the City of Grand Junction, Colorado, subject to a five-year lease, (to be acquired by Downtown Parking) to the City of Grand Junction, for its entire interest with respect to the properties which are the subject matter of this contract.

5. This contract is contingent upon the Authority's obtaining financing for the acquisition of the subject properties pursuant to the bond issue on which the interest will be exempt from federal income taxes at a rate and upon conditions satisfactory to the Authority.

6. Downtown Parking shall furnish all documents and approvals deemed necessary by the Authority for the conveyance of a good and marketable title to the subject property.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective names as of the date hereinabove noted.

DOWNTOWN PARKING COMPANY, INC.

(SEAL)

By _____
President

ATTEST:

Secretary

GRAND JUNCTION, COLORADO, PARKING
AUTHORITY

(SEAL)

By _____
President

ATTEST:

Secretary

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1974, by _____ as _____ President, and _____ as Secretary, of Downtown Parking Company, Inc., a Colorado corporation,

on behalf of the corporation.

WITNESS my hand and official seal.

My commission expires _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this
_____ day of _____, 1974, by _____
as _____ President, and _____
as Secretary, of Grand Junction, Colorado, Parking Authority, a
Colorado corporation not for profit, on behalf of the corporation.

WITNESS my hand and official seal.

My commission expires _____.

Notary Public

Attached to and made a part of Agreement for Purchase and Sale of Real Property between Downtown Parking Company, Inc., a Grand Junction, Colorado, Parking Authority, dated July _____, 1974.

CLOSING SHEET

Seller - Downtown Parking Company, Inc., a Colorado corporation
("Downtown Parking")

Purchaser -

Grand Junction, Colorado, Parking Authority, a Colorado corporation not for profit ("Authority")

Closing Date -

As of July 1, 1974

Property -

Lots 3 to 10 inclusive, and Lot 25 in Block 105; Lots 11 to 15 inclusive, except for west 85 feet of said lots, and also except any part of said Lots 11, 12 and 13 lying west of the east 50 feet thereof, in Block 116; Lots 22 to 26 inclusive, in Block 117; and Lots 17 to 32 inclusive, in Block 118; all in and according to the Plat of City of Grand Junction, Colorado, located in Mesa County, Colorado,

Together with all their appurtenances, and other rights, including parking meters, structures, paving, equipment, and appurtenant easements.

Sale and Purchase Price -

Amount equal to Downtown Parking's net cost of acquisition (including financing charges) of the Holsum property traded by it to the City of Grand Junction, as of July 1, 1974

\$190,000.00

Amount equal to net amount due from City of Grand Junction, Colorado, to Downtown Parking as of July 1, 1974, under their Agreement dated December 3, 1964, with addendums and amendments dated February 1, 1965 (letter); December 6, 1967; October 23, 1969; May 7, 1970; August 19, 1971; and undated "Agreement to Exchange Real Estate" between Preston Walker, et al, and Downtown Parking, as approved by the City.

Due as of February 28, 1974 \$453,285.15

Adjustments for receipts and reimbursable expenses for March through June, 1974:

Receipts	\$13,000.00	
Expenses		425.00
	<u>\$12,575.00</u>	

Adjustment for Downtown Parking's net interest carrying costs from July 1, 1974, to date of actual closing (none for Willsea contract assumed)

452,860.15

Total Sale and Purchase Price		\$642,860.15
<u>Less:</u>		
1974 Real Estate Tax adjustment (1/3 of 1973 taxes)	<u>3,813.53</u>	<u>3,813.53</u>
Less: Charles and Mary Willsea contract principal as of January 25, 1974,	48,750.00	
Interest at 6% January 25 to July 1, 1974	<u>1,267.50</u>	<u>50,017.50</u>
Net Balance Due (subject to the adjustments and agreements regard- ing various items hereinafter noted)		<u>\$589,029.12</u>

Payable by the Authority to the credit of Downtown Parking
as follows:

Payoff on notes payable and mortgages:

United States Bank		
Principal	\$147,999.56	
Interest *	\$	\$
First National Bank		
Principal	\$ 93,575.86	
Interest *	\$	\$
Barbara Garms Tupper		
Principal	\$ 18,000.00	
Interest *	\$	\$
Valley Federal Savings and Loan		
Principal	\$ 7,779.12	
Interest *	\$	\$
Profit Sharing Plan for Employees of the Sentinel Publishing Company		
Principal	\$ 28,988.50	
Interest *		\$
Loan for purchase of Holsum property		
Principal	\$	
Interest *	\$	\$

Total payoff on notes payable and mortgages	\$
Balance payable to Downtown Parking	\$
Total	<u>\$</u>

* Includes interest to payoff time and expenses and
charges for payoff, if any, less escrow credits,
if any.

1. Downtown Parking shall pay the cost of title insurance for the benefit of the Authority in an amount equal to the sale and purchase price.
2. Utilities shall be adjusted as of July 1, 1974.
3. Rents shall be adjusted as of July 1, 1974.
4. The adjustment for 1974 General Property Taxes shall be final, even though the actual taxes may prove to be more or less than the figure set forth herein.
5. Downtown Parking shall pay the costs of obtaining of record a release of all liens that may be against the properties.
6. No insurance is being transferred.
7. The Authority shall be responsible for the recording of its deed and any real estate conveyance fee payable with respect to such recording.
8. The Authority shall pay the cost of the Certificate of Taxes due issued for its benefit.
9. The Authority shall pay any sales tax which may be applicable with respect to any personal property imposed on this sale and purchase.

The foregoing Closing Sheet and Agreements are hereby approved this _____ day of July 1, 1974.

DOWNTOWN PARKING COMPANY, INC.,
a Colorado corporation

By _____

GRAND JUNCTION, COLORADO, PARKING
AUTHORITY, a Colorado corporation
not for profit

By _____

ACKNOWLEDGEMENT OF NOTICE AND
APPROVAL OF RECORD OF PROCEEDINGS

We, the undersigned members of the Board of Directors of Grand Junction, Colorado, Parking Authority, Mesa County, do hereby acknowledge receipt of due and proper notice of the meeting of the Board held June 28, 1974, informing us of the date, time and place of the meeting and the purpose for which it was called, and we do hereby waive any and all other notice which might be required by law, and we do hereby certify, approve and ratify the foregoing Record of Proceedings and the actions taken by the Board as stated therein.

ACKNOWLEDGEMENT OF NOTICE AND
APPROVAL OF RECORD OF PROCEEDINGS

We, the undersigned members of the Board of Directors of Grand Junction, Colorado, Parking Authority, Mesa County, do hereby acknowledge receipt of due and proper notice of the meeting of the Board held June 28, 1974, informing us of the date, time and place of the meeting and the purpose for which it was called, and we do hereby waive any and all other notice which might be required by law, and we do hereby certify, approve and ratify the foregoing Record of Proceedings and the actions taken by the Board as stated therein.

MINUTES OF A SPECIAL MEETING
OF THE
BOARD OF DIRECTORS

A special meeting of the Board of Directors of the Grand Junction, Colorado, Parking Authority ("Company") was held at 929 Main Street, Grand Junction, Colorado, at 12:00 o'clock Noon on May 29, 1974.

Messrs. Stanley Anderson, Leland Schmidt, Herbert Bacon and Henry Faussone were present. Mr. Amos L. Raso was not present. Neva B. Lockhart, Secretary of the Company, D. J. Dufford, counsel for the Company, were also present, as well as Mr. Harvey Rose, Manager of the City of Grand Junction, Gerald Ashby, attorney for the City of Grand Junction, and representatives from the Daily Sentinel and Radio Station KSTR.

The Secretary read the call of the meeting and advised the President that return postal receipts of the notices mailed to the Directors of this meeting were all received. The President directed that the call of the meeting, the return receipts evidencing receipt of the notices and a copy of the notice of the meeting be attached and made a part of these Minutes.

The President advised the Board that the meeting had been called primarily to discuss and consider execution of an agreement between the Company and Boettcher and Company for the sale of the Company's bonds. Copies of the proposed agreement were read by all members of the Board. Following discussion, Mr. Schmidt proposed adoption of the following Resolution, seconded by Mr. Faussone and upon vote unanimously adopted:

RESOLVED: The President and Secretary of the Grand Junction, Colorado, Parking Authority are hereby directed and authorized for and on its behalf to execute the agreement dated May 27, 1974, with Boettcher and Company, and to transmit one fully executed copy of the agreement to Boettcher and Company.

The next item of business was consideration of the depositaries to be utilized by the Company. Following discussion, Mr. Faussone proposed adoption of the following Resolution, seconded by Mr. Schmidt.

RESOLVED: The United States Bank of Grand Junction, and the First National Bank of Grand Junction, be, and they are hereby, selected as depositaries for the moneys, funds and credit of this corporation, and that

Stanley R. Anderson, President, or

Leland A. Schmidt, Vice President, and

Victor A. Vance, Treasurer,

are authorized and empowered to draw checks upon said depositaries against the account of this corporation with said depositaries,

and to endorse in the name of this corporation and receive payment of all checks, drafts and commercial paper payable to this corporation either as payee or as endorsee;

FURTHER RESOLVED: The authority hereby conferred shall remain in full force and effect until it shall have been revoked, and until a formal written notice of such revocation shall have been given to and received by the depositaries named in this Resolution;

FURTHER RESOLVED: The certification of the secretary of this corporation as to the election and appointment of persons so authorized to sign such checks and as to the signatures of such persons shall be binding upon this corporation;

FURTHER RESOLVED: The secretary of this corporation be, and he is hereby authorized and directed to deliver to the United States Bank of Grand Junction and the First National Bank in Grand Junction a copy of this resolution properly certified by the secretary.

Mr. Bacon abstained from voting because of his association with the United States Bank of Grand Junction. Upon vote, Messrs. Schmidt, Faussone and Anderson voted in favor of adoption of the Resolution.

There was no further business to come before the meeting, which was adjourned.

Neva B. Lockhart
Neva B. Lockhart,
Secretary

Alfred H. Schmidt

Alfred H. Schmidt

Henry J. Faussone


Robert L. Bacon

CERTIFICATE OF SECRETARY

I, NEVA B. LOCKHART, Secretary of the Grand Junction, Colorado, Parking Authority, a Colorado corporation, certify that the following Resolution was passed and adopted by the Board of Directors of the Grand Junction, Colorado, Parking Authority at its meeting on May 29, 1974:

RESOLVED: The President and Secretary of the Grand Junction, Colorado, Parking Authority are hereby directed and authorized for and on its behalf to execute the agreement dated May 22, 1974, with Boettcher and Company, and to transmit one fully executed copy of the agreement to Boettcher and Company.

Dated this 29th day of May, 1974.


Neva B. Lockhart
Secretary



828 Seventeenth Street
P.O. Box 54
Denver, Colorado 80201
(303) 292-1010

Members
New York Stock Exchange, Inc.
American Stock Exchange, Inc.
Midwest Stock Exchange, Inc.

Danver
Boulder
The Broadmoor
Cherry Creek
Colorado Springs
Englewood
Fort Collins
Grand Junction
Greeley
Pueblo
Villa Italia
Casper
Chicago
New York

Board of Directors

Grand Junction, Colorado Parking Authority

For \$ 940,000 legally issued Parking Authority

Bonds of your Corporation

delivered to us in.....Denver, Colorado.....dated July 1,

19⁷⁴....., and to mature and bear interest as follows:

\$30,000 in 1975-1976; \$35,000 in 1977-1978; \$40,000 in 1979-1980; \$45,000 in 1981; \$50,000 in 1982; \$55,000 in 1983-1984; \$60,000 in 1985; \$65,000 in 1986; \$70,000 in 1987; \$75,000 in 1988; \$80,000 in 1989; \$85,000 in 1990; and \$90,000 in 1991.

"Bonds to bear "A" and "B" coupons totaling 7.75% net effective interest rate."

said bonds to be in the denomination of \$5,000....., bearing interest as shown.....above....., payable semi-annually, both principal and interest payable at a Colorado bank of our choice.....

WE WILL PAY \$ 940,000 and accrued interest from the date of the bonds to the date of delivery to us.

Prior to our accepting delivery of said Securities, you agree to furnish a certified transcript of all legal proceedings requisite to their issuance and delivery, including a signature and non-litigation certificate in the customary form, evidencing the legality of said Securities and the security provisions relating thereto to the satisfaction of.....Rovira.....

DeMuth & Eiberger, Attorneys at Law, Denver, Colorado

whose unqualified approving legal opinion in the customary form shall accompany said Securities at delivery.

These bonds are to be delivered to us on or before July 1, 1974, or thereafter at our option.

The cost of the printing of these bonds will be paid by.....us.....and the fees of approving attorneys
will be paid by.....you.....

[illegible]

Net Effective Interest Rate = 7.75 % Respectfully submitted,

This agreement is subject to
Boettcher & Company's acceptance
on or before July 1, 1974

Boettcher and Company

By

General Partner

ACCEPTED for and on behalf of Grand Junction, Colorado Parking Authority

....., pursuant to authorization by its governing
body, and receipt of the above mentioned check acknowledged, on this date, 1/24/82 1982

Attest: Hera B. Lockhart
Signature

Signature

Official Title

Official Title

(SEAL)

\$940,000
GRAND JUNCTION, COLORADO PARKING AUTHORITY
GRAND JUNCTION, COLORADO
DATED JULY 1, 1974

<u>Year</u>	<u>Principal Due 7/1</u>
1975	\$30,000
1976	30,000
1977	35,000
1978	35,000
1979	40,000
1980	40,000
1981	45,000
1982	50,000
1983	55,000
1984	55,000
1985	60,000
1986	65,000
1987	70,000
1988	75,000
1989	80,000
1990	85,000
1991	90,000

NOTICE OF DIRECTOR'S MEETING

NOTICE IS GIVEN that a meeting of the directors of the Grand Junction, Colorado, Parking Authority will be held at 929 Main Street, Grand Junction, Colorado, at 12:00 Noon on May 29, 1974.

At the meeting, the following items will be considered:

A. Advisability of execution of an agreement between Boettcher and Company of Denver, Colorado and the Authority relating to the sale of bonds to be issued by the Authority.

B. Such other business as may be proposed by any member of the Board of properly brought before the meeting.

Dated this 23rd day of May, 1974.

STANLEY ANDERSON, President

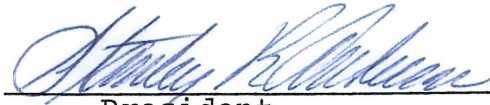
CALL OF DIRECTOR'S MEETING

A special meeting of the directors of the Grand Junction, Colorado, Parking Authority ("Company") will be held at 929 Main Street, Grand Junction, Colorado, at 12:00 o'clock Noon on May 29, 1974, for the following purposes:

A. To consider execution of an agreement between Boettcher and Company of Denver, Colorado, and the Company relating to the sale of the bonds to be issued by the Company.

B. To consider such other business as may be proposed by any member of the Board.

Dated this 23rd day of May, 1974.



President

MINUTES OF A SPECIAL MEETING
OF THE
BOARD OF DIRECTORS

A special meeting of the Board was held at 537 Rood Avenue, Grand Junction, Colorado, on May 23, 1974, at 3:00 P.M. Messrs. Amos L. Raso, Stanley Anderson, Leland Schmidt and Mrs. Neva B. Lockhart were present.

Mr. Anderson acted as Chairman of the meeting.

Mr. Anderson advised the Board that the meeting had been called for the purpose of electing two (2) directors to the Board to fill the vacancies created by the resignations of Mr. Grantham and Mr. Kozisek.

Mr. Schmidt placed in nomination the names of Mr. Herbert L. Bacon and Mr. Henry Faussone. The nominations were seconded by Mr. Raso and upon vote, they were unanimously elected to the Board of Directors of the Corporation.

There was no further business to come before the meeting, which was adjourned.

Neva B. Lockhart
Neva B. Lockhart

Leland Schmidt
Leland Schmidt

Stanley Anderson
Stanley Anderson

Amos L. Raso
Amos L. Raso

WAIVER OF NOTICE OF THE
ORGANIZATIONAL MEETING OF
GRAND JUNCTION, COLORADO, PARKING AUTHORITY

The undersigned, being all of the Directors of GRAND JUNCTION, COLORADO, PARKING AUTHORITY named in the Articles of Incorporation to serve until the first annual meeting of the Board, hereby waive notice of the time and purpose of the organizational meeting to be held at 1:30 P.M., on November 19, 1973, at Grand Junction, Colorado.

Stanley R. Allen

Alvin Grantham

Richard W. Schmidt

Russ L. Raso

Lawrence Joseph



DEPARTMENT OF
STATE

NONPROFIT
CERTIFICATE OF
INCORPORATION

*I, **Byron A. Anderson,***

Secretary of State of the State of Colorado, hereby certify that duplicate originals of Articles of Incorporation, duly signed and acknowledged pursuant to the provisions of the Colorado Nonprofit Corporation Act, have been received in this office and are found to conform to law.

Accordingly the undersigned, by virtue of the authority vested in me by law, hereby issues this Certificate of Incorporation of

-----GRAND JUNCTION, COLORADO, PARKING AUTHORITY-----
(A COLORADO NONPROFIT CORPORATION)

and attaches hereto a duplicate original of the Articles of Incorporation.

Dated this -----Second----- *day of* -----November-----, *A. D.* 19 72.

Byron A. Anderson
SECRETARY OF STATE
BY Jeremiah J. Connelly
DEPUTY

ARTICLES OF INCORPORATION

OF

GRAND JUNCTION, COLORADO, PARKING AUTHORITY

The undersigned, acting as incorporator for the purpose of forming a non-profit corporation under the laws of the State of Colorado, adopts the following Articles of Incorporation for such corporation:

ARTICLE I

NAME

The name of the corporation is: GRAND JUNCTION, COLORADO, PARKING AUTHORITY.

ARTICLE II.

DURATION

The corporation shall have perpetual existence.

ARTICLE III

PURPOSES AND POWERS

The purposes for which the corporation is organized are:

a. To promote, assist and extend financial support to effect the growth, public health, welfare and prosperity of the City of Grand Junction, Colorado, by the acquisition, either by purchase or assumption of indebtedness, of real property and personal property to be used for public parking purposes, together with all necessary appurtenances and incidentals, all for the use of the public.

b. To conduct the business of the corporation in such manner that at the time a given indebtedness of the corporation is paid in full with respect to the purpose of the given indebtedness, title and ownership of the real property and personal property related to such indebtedness shall be conveyed to and vested in the City of Grand Junction, Colorado, for any legally authorized municipal use, and without consideration being paid to this corporation for such conveyance, or at such times and upon such terms as the City may agree.

In carrying out the above purposes, the corporation shall have all those powers, privileges, authority and rights expressly and by implication now or hereafter conferred upon non-profit corporations by the laws of the State of Colorado, and in addition thereto shall have the following powers:

1. To purchase, lease or otherwise acquire real property and personal property together with any and all improvements thereon and appurtenances thereto, and thereafter to lease or convey the same by one or more transactions to the City of Grand Junction, Colorado for public parking, municipal and governmental purposes.

2. To borrow money and to become indebted and to execute and deliver bonds, notes or debentures, and any other instruments or evidences of such indebtedness. Such indebtedness may be either unsecured or secured by any mortgage, trust deed or other lien upon the assets of the corporation, without limitation on amount of assets encumbered.

3. To construct or have constructed such structures and facilities, including parking facilities, as the corporation deems advisable, all for the public purposes of the City of Grand Junction, Colorado.

4. To apply for and accept grants, gifts, bequests or other conveyances from any person or entity, whether private or governmental, of monies and of any property, real, personal or mixed; to sell, convey and dispose of the same; to encumber such property when deemed necessary; and use the proceeds thereof for its corporate purposes as may be determined by the Board of Directors.

5. To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds sold or invested, including the right to invest and reinvest its funds in shares of stock of other corporations if the investment is authorized by law.

ARTICLE IV

NON-PROFIT CORPORATION

This corporation is not organized for a pecuniary gain. It shall not have any power to issue certificates of stock or declare dividends and no part of the income, earnings or assets of the corporation shall inure to the benefit of any director of this corporation or other individual or entity, except the City of Grand Junction, Colorado or its governmental successor in interest. No part of the activities of the corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, or participation or intervention in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office. The balance, if any, of all money received by the corporation from its operations, after the payment in full of all debts and obligations of the corporation of whatever kind or nature, shall be transferred to the City of Grand Junction, Colorado or its governmental successor in interest free and clear of all liens and encumbrances and without consideration of any kind or nature.

ARTICLE V

REGISTERED OFFICE AND AGENT

The registered office of the corporation shall be located at 510 Rood Avenue, Grand Junction, Colorado, 81501. The registered agent at such address shall be Neva B. Lockhart.
(Mesa County)

ARTICLE VI

MEMBERS

This corporation shall not have any members and, accordingly, all authority which would otherwise be vested in any member shall be exercised by the Board of Directors of this corporation as and to the extent provided in these Articles, or permitted by applicable law.

ARTICLE VII

BOARD OF DIRECTORS

1. The Board of Directors shall consist of five (5) members who shall have full power in the management and control of the corporation.

2. Each Director shall hold office for the term for which he is elected, and until his successor shall have been appointed. Each Director shall be a resident of the City of Grand Junction, Colorado and appointed by the City Council of Grand Junction, Colorado, with no fewer than three (3) Directors being members of the City Council of Grand Junction, Colorado, at the time of their appointment. In the event any Director shall cease to be a resident of the City of Grand Junction, then the term of office of such Director shall terminate and a vacancy shall exist in the Board of Directors. The manner in which a vacancy in the membership of the Board of Directors shall be filled, shall be set forth in the By-Laws of the corporation.

3. The Directors shall meet at such time, place and manner as shall be set forth in the By-Laws of the corporation except that the Board of Directors shall meet at least annually.

4. The Directors of the corporation shall have no private or proprietary interest in the corporation.

5. The term of office of each Director, including the initial Directors, shall be three (3) years.

6. The names and addresses of the initial Board of Directors are:

<u>Name</u>	<u>Addresses</u>
<u>Stanley R. Anderson</u>	<u>1720 North 15th Street</u> <u>Grand Junction, Colorado 81501</u>
<u>Lawrence Kozisek</u>	<u>501 West Mesa Avenue</u> <u>Grand Junction, Colorado 81501</u>
<u>Silas Grantham</u>	<u>1807 North 21st Street</u> <u>Grand Junction, Colorado 81501</u>
<u>Amos Raso</u>	<u>500 Walnut Avenue</u> <u>Grand Junction, Colorado 81501</u>
<u>Leland Schmidt</u>	<u>536 Bookcliff Avenue</u> <u>Grand Junction, Colorado 81501</u>

ARTICLE VIII

BY-LAWS

The Directors shall have power to make and amend such By-Laws as they deem proper for the management of the affairs of the corporation not inconsistent with law or these Articles of Incorporation.

ARTICLE IX

DISSOLUTION

Upon the dissolution of the corporation, no part of its property shall be distributed to any Director or other individual or entity except the City of Grand Junction, Colorado, and any property of the corporation not required to pay corporate debts and corporate expenses shall be distributed only to the City of Grand Junction, Colorado or its governmental successor in interest, and without consideration of any kind or nature.

ARTICLE X

AMENDMENTS

These Articles of Incorporation may be amended from time to time by the Board of Directors in the manner provided by applicable law, except that paragraph 4 of Article VII, and Article IX shall never be amended or repealed.

ARTICLE XI

INCORPORATOR

The name and address of the Incorporator is:

Name

Address

Stanley R. Anderson

1720 North 15th Street

Grand Junction, Colorado 81501

IN WITNESS WHEREOF, the undersigned incorporator, has
hereunto set his hand this 2d day of November, 1972.

Stanley R. Anderson

STATE OF COLORADO)
COUNTY OF Mesa) ss.

The foregoing instrument was acknowledged before me this
2d day of November, 1972 by Stanley R. Anderson.

My commission expires: July 14, 1974

Deva L. Lockhart
Notary Public

SEAL

BY-LAWS

GRAND JUNCTION, COLORADO, PARKING AUTHORITY

ARTICLE I

OFFICES

The principal office of the corporation in the State of Colorado shall be located at Grand Junction, Colorado.

ARTICLE II

BOARD OF DIRECTORS

Section 1. General Powers and Duties. The affairs of the corporation shall be managed by its Board of Directors. It shall be the duty of the Board of Directors to exercise general supervision over the corporation in order to achieve the purposes as set forth in the Articles of Incorporation, and to see that no act is committed by the corporation contrary to such purposes.

Section 2. Number and Tenure. The initial Board of Directors and their respective terms are set forth in the Articles of Incorporation. Upon expiration of the initial terms, Directors shall be elected for three year terms. Successors to the initial Directors shall be elected by a majority vote of the remaining Directors. Any vacancy on the Board of Directors due to death, resignation or incapacity shall be filled for the unexpired term by a Director elected by a majority vote of the remaining Directors. Should the remaining number of Directors of the corporation ever be reduced below a quorum, the Mayor of the City of Grand Junction, Colorado, may appoint a sufficient number of Directors to then constitute a quorum. If in the election of a Director, or Directors, the remaining Directors should be evenly divided so as not to have a majority, the Mayor of the City of Grand Junction, Colorado, may, solely for this purpose, cast the deciding vote.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held on the third Tuesday in the month of January in each year, beginning with the year 1974 without other notice than these By-Laws. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board without other notice than such resolution.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board may fix the place for holding any special meeting of the Board called by them.

Section 5. Notice. Notice of any special meeting of the Board of Directors shall be given at least five days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the corporation. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws.

Section 6. Quorum. A majority of the number of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws.

ARTICLE III

OFFICERS

Section 1. Titles. The officers of the corporation shall be a President, a Vice-President, a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The officers of the corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the cor-

poration. He may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute, to some other officer or agent of the corporation; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice-President. In the event of the President's absence or inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article IV of these By-Laws; and in general perform all the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8. Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors in one or more

books provided for the purpose; see that all notices are fully given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each Director which shall be furnished to the Secretary by such Director; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 9. Assistant Treasurer and Assistant Secretary.

If required by the Board of Directors, the Assistant Treasurer (or Treasurers) shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant (or Assistants), in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

ARTICLE IV

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed

by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or the Vice-President of the corporation.

Section 3. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Section 4. Facsimile Signatures. The Board of Directors and the officers of the corporation in the accomplishment of this Article, and in the accomplishment of its purposes set forth in the Articles of Incorporation, may use either the actual signature required or facsimiles thereof.

ARTICLE V

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

ARTICLE VI

SEAL

The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "SEAL, Colorado."

ARTICLE VII

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Colorado Nonprofit Corporation Act or under the provisions of the Articles of Incorporation or these By-Laws a

waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VIII

AMENDMENTS TO BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting.

CERTIFICATE

I do hereby certify that I was Secretary of the meeting of the Board of Directors of Grand Junction, Colorado, Parking Authority duly called and held on the 19th day of November, 1973, and I do hereby certify that the above and foregoing By-Laws were duly adopted as the By-Laws of said corporation at such meetings.

Neva B. Lockhart



DEPARTMENT OF
STATE

NONPROFIT
CERTIFICATE OF
AMENDMENT

*I, **Byron A. Anderson,***

Secretary of State of the State of Colorado, hereby certify that duplicate originals of Articles of Amendment to the Articles of Incorporation of _____

-----GRAND JUNCTION, COLORADO, PARKING AUTHORITY-----

duly signed and acknowledged pursuant to the provisions of the Colorado Nonprofit Corporation Act, have been received in this office and are found to conform to law.

Accordingly the undersigned, as Secretary of State, and by virtue of the authority vested in me by law, hereby issues this Certificate of Amendment and attaches hereto a duplicate original of the Articles of Amendment.

Dated this ---Twenty-Ninth--- *day of* -----November-----, *A. D. 19* 73 *.*

Byron A. Anderson
SECRETARY OF STATE
Jeremiah J. Connolly
BY DEPUTY

"3. The Directors of the corporation shall have no private or proprietary interest in the corporation.

"4. The Board of Directors of the corporation at the time of the adoption hereof, their addresses, and the dates on which their respective terms expire, are as follows:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
✓ Stanley R. Anderson, 1720 No. 15th St. Grand Junction, Colorado		January 31, 1973
Leland A. Schmidt, 536 Bookcliff Drive Grand Junction, Colorado		January 31, 1975
Amos L. Raso, 500 Walnut Avenue Grand Junction, Colorado		January 31, 1976
✓ Silas Grantham, 1807 No. 21st St. Grand Junction, Colorado		January 31, 1976
✓ Lawrence Kozisek, 501 W. Mesa Ave. Grand Junction, Colorado		January 31, 1977"

RESOLVED FURTHER, That the Secretary and other officers of the Company be, and they hereby are, authorized to complete all necessary forms and file all necessary documents with the Colorado Secretary of State and to do all other acts as may be necessary to make the above amendments to the Articles of Incorporation effective.

GRAND JUNCTION, COLORADO, PARKING
AUTHORITY

By

Stanley R. Anderson
President

Neva B. Lockhart
Secretary

STATE OF COLORADO

)

) ss.

COUNTY OF MESA

)

The foregoing instrument was acknowledged before me this 19th day of November, 1973, by Stanley R. Anderson as President and Neva B. Lockhart as Secretary of Grand Junction, Colorado, Parking Authority.

In witness whereof I have hereunto set my hand and seal.

My commission expires: June, 12, 1977

James A. Ralston
Notary Public

NOV 29 1973

ARTICLES OF AMENDMENT
to the
ARTICLES OF INCORPORATION

Pursuant to the provisions of the Colorado Nonprofit Corporation Act, the undersigned corporation adopts the following Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is "GRAND JUNCTION, COLORADO, PARKING AUTHORITY."

SECOND: The following amendment of the Articles of Incorporation was adopted on the 19th day of November, 1973, in the manner prescribed by the Colorado Nonprofit Corporation Act, according to the procedure marked with an X below:

 a quorum of members was present at such meeting, and the amendment received at least two-thirds of the votes which members present or represented by proxy were entitled to cast.

 such amendment was adopted by a consent in writing signed by all members entitled to vote with respect thereto.

 X there are no members, or no members entitled to vote thereon, such amendment received the vote of a majority of the directors in office.

RESOLVED, That Article III, entitled "Powers and Purposes", of the Articles of Incorporation of the Company be amended by the addition of a new subparagraph "c" immediately following subparagraph "b", of said Article III; which subparagraph shall read as follows:

"(c) The City of Grand Junction, Colorado, or its governmental successor shall as at any particular time hereafter have the irrevocable option and right to acquire from the Corporation any public improvements and property owned by the Corporation at that time by discharging the security interests on, and all corporate indebtedness incurred with respect to the acquisition, construction, or operation of, any such public improvements and property."

RESOLVED FURTHER, That Article VII, entitled "Board of Directors", is amended in its entirety effective from and after the time of the filing of these Articles of Amendment in the office of the Colorado Secretary of State, to read as follows:

"ARTICLE VII

"BOARD OF DIRECTORS

"1. The Board of Directors shall consist of five persons who shall have full power in the management and control of the corporation and who shall be elected in accordance with the provision relating thereto contained in the By-laws of the corporation.

"2. The Directors shall meet at such time, place and manner as shall be set forth in the By-Laws of the corporation except that the Board of Directors shall meet at least annually.

MINUTES OF THE FIRST AND ORGANIZATIONAL MEETING OF
THE BOARD OF DIRECTORS OF
GRAND JUNCTION, COLORADO, PARKING AUTHORITY

The first and organizational meeting of the Board of Directors of GRAND JUNCTION, COLORADO, PARKING AUTHORITY (the "Company"), was held at the office of the Company, Grand Junction, Colorado, at 1:30 P.M. on Nov. 19, 1973, pursuant to waiver of notice. The following persons were present, being all of the persons designated in the Articles of Incorporation of the Company to act as directors of the Company:

Stanley R. Anderson

Lawrence Kozisek

Silas Grantham

Amos Raso

Leland Schmidt

Stanley R. Anderson acted as Chairman of the meeting and Neva B. Lockhart as Secretary thereof. The Secretary presented and read a waiver of notice of the meeting signed by all of the directors and such notice was ordered affixed to the minutes of the meeting.

The Secretary presented the Company's Certificate of Incorporation and attached a copy of the Articles of Incorporation of the Company and stated that such Articles had been filed in the office of the Secretary of State for the State of Colorado on November 2, 1972. It was ordered that the Certificate of Incorporation and attached Articles be placed in the minute book.

The Chairman then stated that the incorporator of the Company, having duly formed the Company as a Colorado corporation, had called this meeting of the Board of Directors and that consequently his duties as incorporator were at an end. Upon motion

duly made, seconded and unanimously carried, it was:

RESOLVED, That the acts of the incorporator in incorporating and organizing this Company be and the same are hereby ratified, confirmed and approved; that said incorporator be and he shall hereafter always be indemnified and held harmless by the Company from any liability arising out of the incorporation or formation of the Company; and said incorporator is hereby discharged.

The Chairman stated that the next item of business was proposed amendments to the Articles of Incorporation. He passed around copies of the Articles and the proposed amendments for the directors to review. After discussion, upon motion duly made, seconded and unanimously carried, the following resolutions with respect to amendments to the Articles of Incorporation were duly adopted:

RESOLVED, That Article III, entitled "Powers and Purposes", of the Articles of Incorporation of the Company be amended by the addition of a new subparagraph "c" immediately following subparagraph "b", of said Article III; which subparagraph shall read as follows:

"(c) The City of Grand Junction, Colorado, or its governmental successor shall as at any particular time hereafter have the irrevocable option and right to acquire from the Corporation any public improvements and property owned by the Corporation at that time by discharging the security interests on, and all corporate indebtedness incurred with respect to the acquisition, construction, or operation of, any such public improvements and property."

RESOLVED FURTHER, That Article VII, entitled "Board of Directors", is amended in its entirety effective from and after the time of the filing of these Articles of Amendment in the office of the Colorado Secretary of State, to read as follows:

"ARTICLE VII

"BOARD OF DIRECTORS

"1. The Board of Directors shall consist of five persons who shall have full power in the management and control of the corporation and who shall be elected in accordance with the provision relating thereto contained in the By-Laws of the corporation.

"2. The Directors shall meet at such time, place and manner as shall be set forth in the By-Laws of the corporation except that the Board of Directors shall meet at least annually.

"3. The Directors of the corporation shall have no private or proprietary interest in the corporation.

"4. The Board of Directors of the corporation at the time of the adoption hereof, their addresses, and the dates on which their respective terms expire, are as follows:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Stanley R. Anderson,	1720 No. 15th St. Grand Junction, Colorado	January 31, 1975
Leland A. Schmidt,	536 Bookcliff Drive Grand Junction, Colorado	January 31, 1975
Amos L. Raso,	500 Walnut Avenue Grand Junction, Colorado	January 31, 1976
Silas Grantham,	1807 No. 21st St. Grand Junction, Colorado	January 31, 1976
Lawrence Kozisek,	501 W. Mesa Ave. Grand Junction, Colorado	January 31, 1977"

RESOLVED FURTHER, That the Secretary and other officers of the Company be, and they hereby are, authorized to complete all necessary forms and file all necessary documents with the Colorado Secretary of State and to do all other acts as may be necessary to make the above amendments to the Articles of Incorporation effective.

The Chairman then submitted for the consideration of the meeting proposed By-Laws for the operation of the business of the Company. After consideration thereof, on motion duly made, seconded and unanimously carried, it was:

RESOLVED, That the By-Laws presented to this meeting be and the same hereby are ratified, approved and adopted as the By-Laws for this Company, to be effective upon the issuance of the Certificate of Amendment of the Articles of Incorporation by the Secretary of State, and it is ordered that the same be attached to the minutes of this meeting for insertion in the minute book.

The Chairman then circulated among the directors an impression made from the proposed seal of the Company. Upon motion duly made, seconded and unanimously carried, it was:

RESOLVED, That the seal of this Company be circular in form and contain the name of the Company and the words "SEAL, Colorado" and that an impression of said seal be made on the margin of this page and also be affixed to a copy of the By-Laws of this Company attached to the minutes of this meeting.

The Chairman then announced that the next order of business would be the election of officers of the Company. After discussion, the following officers were duly nominated, seconded and elected by unanimous vote of the directors to hold office until their respective successors shall be elected and assume the duties of office:

President	Stanley R. Anderson
Vice President	Leland A. Schmidt
Secretary	Neva B. Lockhart
Treasurer	Victor A. Vance

The question of compensation for Company officers and directors was discussed. Upon motion duly made, seconded and unanimously carried, it was:

RESOLVED, That no compensation shall be paid to any officer or director of this Company.

The Chairman then stated that it would be desirable to select a bank with which the Company could open accounts, borrow money, and to adopt appropriate banking resolutions. Accordingly, after full discussion, upon motion duly made, seconded and unanimously carried, it was:

RESOLVED, That First National Bank in Grand Junction, First National Bank-North, Mesa United Bank of Grand Junction and United States Bank of Grand Junction are hereby designated as the banks with which the Company shall open its accounts and do such other banking business as may be necessary, and that banking resolutions in the form attached to the minutes of this meeting conferring banking authority upon certain of the Company's officers are hereby adopted.

The next item of business was consideration of the reasons for which the Company was formed. The Chairman reviewed the facts concerning the various parking lots within the city that the Company proposed to purchase and manage. He handed out copies of a proposed Leasehold Agreement with Option to Purchase between the Company and the City of Grand Junction. He summarized that the Company was preparing to issue its bonds for the purpose of purchasing parking lot properties and facilities and that the Company would then lease its properties to the City on a year-to-year basis.

CERTIFICATE OF SECRETARY

I, NEVA B. LOCKHART, Secretary of the Grand Junction, Colorado, Parking Authority, a Colorado corporation, certify that the following Resolution was passed and adopted by the Board of Directors of the Grand Junction, Colorado, Parking Authority at its meeting on May 29, 1974:

RESOLVED: The United States Bank of Grand Junction, and the First National Bank of Grand Junction, be, and they are hereby, selected as depositaries for the moneys, funds and credit of this corporation, and that

Stanley R. Anderson, President, or

Leland A. Schmidt, Vice President, and

Victor A. Vance, Treasurer,


are authorized and empowered to draw checks upon said depositaries against the account of this corporation with said depositaries, and to endorse in the name of this corporation and receive payment of all checks, drafts and commercial paper payable to this corporation either as payee or as endorsee;

FURTHER RESOLVED: The authority hereby conferred shall remain in full force and effect until it shall have been revoked, and until a formal written notice of such revocation shall have been given to and received by the depositaries named in this Resolution;

FURTHER RESOLVED: The certification of the secretary of this corporation as to the election and appointment of persons so authorized to sign such checks and as to the signatures of such persons shall be binding upon this corporation;

FURTHER RESOLVED: The secretary of this corporation be, and he is hereby authorized and directed to deliver to the United States Bank of Grand Junction and the First National Bank in Grand Junction a copy of this resolution properly certified by the secretary.

Dated this 29th day of May, 1974.



Neva B. Lockhart
Secretary

CERTIFICATE OF SECRETARY

I, NEVA B. LOCKHART, Secretary of the Grand Junction, Colorado, Parking Authority, a Colorado corporation, certify that the following Resolution was passed and adopted by the Board of Directors of the Grand Junction, Colorado, Parking Authority at its meeting on May 29, 1974:

RESOLVED: The President and Secretary of the Grand Junction, Colorado, Parking Authority are hereby directed and authorized for and on its behalf to execute the agreement dated May 27, 1974, with Boettcher and Company, and to transmit one fully executed copy of the agreement to Boettcher and Company.

Dated this 29th day of May, 1974.



Neva B. Lockhart
Secretary

The Leasehold Agreement also had an Option to Purchase provision which allows the City to purchase the parking lot properties from the Company at any time. If the City does not exercise its option to purchase, the Company will, when the total bond indebtedness is paid off, convey the project for no consideration free and clear of all liens to the City. After a considerable discussion on this matter, upon motion duly made and seconded, the following resolution was unanimously approved:

RESOLVED, That the officers of the Company are authorized to negotiate a Leasehold Agreement with Option to Purchase with the City of Grand Junction in substantially the form as set forth in the attached copy of the Agreement for consideration by this Board; and

RESOLVED FURTHER, That the officers of the Company proceed in accordance with said proposed Leasehold Agreement as the same may be negotiated subject to Board approval, to prepare the necessary proposed resolutions and Trust Agreement for implementation of the financing of the acquisition of parking lots and facilities substantially in accordance with the said proposed Agreement; and

RESOLVED FURTHER, That the City of Grand Junction, Colorado shall be authorized to receive the Company's parking lots and facilities pursuant to and in accordance with Article III of the Articles of Incorporation, as the same is amended pursuant to the foregoing resolutions; and

RESOLVED FURTHER, That the President and other appropriate officers of the Company be authorized to take such action and execute any and all documents necessary to accomplish the foregoing, including without limitation an application to the Internal Revenue Service for a ruling that the interest on the proposed bond is tax exempt and that the Company itself is exempt from tax, such ruling to be a condition precedent to issuance of the bond; and

RESOLVED FURTHER, That the appointment of Robert L. Roberts and Robert A. Backus, as attorneys in fact for the Corporation to see that the necessary ruling from the Internal Revenue Service, is ratified and approved and that the acts in pursuance thereof are hereby ratified.

Silas Grantham and Lawrence Kozisek then
tendered their resignations, effective immediately, as directors
of the Company and these were accepted by the Chairman and the

other members of the Board. After discussion, it was agreed to defer nomination and election of directors to fill these vacancies until a later date.

There being no further business to come before the meeting the same was, upon motion duly made, seconded and unanimously carried, adjourned.

Minutes Correct:

Reva B. Lockhart
Secretary

Notice waived, minutes approved, and action so recorded consented to:

Stacy K. Kline

John W. Schmitt

Silas Grantham

Amos R. Ross

Lawrence F. Friesch

LEASEHOLD AGREEMENT
WITH OPTION TO PURCHASE

THIS LEASE ("Lease") WITH OPTION TO PURCHASE AGREEMENT ("Option Agreement") made this ____ day of _____, 1973, between GRAND JUNCTION, COLORADO, PARKING AUTHORITY, a Colorado non-profit corporation (the "Authority"), and the CITY OF GRAND JUNCTION, COLORADO, a Colorado home rule municipal corporation (the "City");

RECITALS

A. The Authority is the owner of the real property located within the City of Grand Junction, Colorado, and described on Exhibit "A" attached hereto and made a part hereof (the "Property" or the "demised Property").

B. The Property was acquired by the Authority for the main purpose of assisting the City in providing and acquiring off-street parking facilities at a lesser cost than the City is presently paying for such facilities.

C. The Authority has issued its bonds (the "Bonds") and used the proceeds thereof to purchase the Property. The Bonds are secured in part by a security interest on the Property (the "Security Interest") in favor of a Trustee for the Bondholders.

D. The parties desire that the City have the right and option to purchase the Property free and clear of the Security Interest during the term of this Lease and Option Agreement.

E. The City deems it to be in the best interests of the City and its citizens and inhabitants in furtherance of its municipal purposes to lease the Property for its municipal purposes, and particularly to provide off-street parking facilities on the Property, with the option to acquire the Property, in accordance with the terms and conditions of this Lease and Option Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

LEASE OF PROPERTY

1. The Authority hereby leases and demises unto the City, and the City hereby takes and holds, the Property with all of its improvements and appurtenances from the date first above written to and including December 31, 1974. The City agrees to pay the Rental (defined in paragraph 6 hereof) to the Authority for the demised Property, as provided herein.

2. The "term" of this Lease, as used herein, shall include the period during which this Lease, including any and all extensions thereof, is in full force and effect.

USE OF PROPERTY

3. The City shall possess and operate the Property primarily for off-street parking purposes.

LEASE EXTENSION

4. The Authority hereby gives the City an option to extend this Lease from December 31, 1974 for a period of one year, and, while the Lease is in effect, gives the City further options from year to year to extend this Lease for further one year periods up to and until December 31, 19___. Any and all such extensions, of this Lease are to be subject to all the terms and conditions herein set forth.

5. On each December 1st during the term of this Lease, the City will be deemed to exercise its option to extend the Lease for the succeeding calendar year without any additional action by the City, unless prior to such December 1st the City shall give written notice to the Authority, or its designated agent, that

it does not elect to exercise its option to extend the Lease.

This Lease shall be automatically extended for the succeeding calendar year, unless the Authority, or its designated agent, receive such notice.

LEASE RENTAL

6. The "Rental" payable by the City to the Authority for the demised Property, during the term of the Lease, shall consist of a basic monthly rental and additional rental as herein set forth:

a) The basic rental during the term of the Lease shall be \$_____ per month, payable in advance on the first day of each and every month during the term of the Lease beginning with the date of this Lease.

b) The additional rental shall be an amount equal to the necessary expenses (other than bond principal and interest with respect to the Bonds referred to in Recital C above) of the Authority to keep its charter in good standing; to administer this Lease Agreement, including all necessary governmental reports; to pay required administration, trustee, agent's expenses and fees of the Authority relating to the Property; and to pay all Taxes and Assessments, as provided in paragraph 9 hereof. The maximum additional rental, exclusive of the said Taxes and Assessments, shall not exceed \$_____ per year; provided that such maximum as to any future option period may be changed on six months prior written notice to the City. The additional rental shall be payable upon presentation by the Authority to the City of the evidence that such expenses have been incurred.

OPTION TO PURCHASE

7. The Authority grants to the City the exclusive option to purchase and acquire title to the Property on payment of the

option price to the Authority, or its designated agent, on the ____ day of _____ of any year during the term of this Option Agreement (during which term the parties agree the Property has a useful life); provided, that if the Lease provided for herein shall have terminated for any reason, the Option shall not apply as at any particular time to any of the Property on which the Trustee for the Bondholders shall have completed foreclosure proceedings. If the date designated is a non-business day of the City for any reason, the date shall be the next prior business day.

If the City determines to exercise its option under this Option Agreement, it shall also give to the Authority written notice of its intention to so exercise the option on or before 60 days prior to the date when the option price is to be paid.

The option price, as of any annual date on which this option may be exercised by payment to the Authority of such purchase price, is (a) during the term of the Lease, or any extension thereof, as set forth in Exhibit "B" attached hereto and made a part hereof; or (b) during the term of his Option Agreement and subsequent to the termination of the Lease, the amount necessary to redeem or pay off the outstanding Bonds, and release the Security Interest on the Property.

As part of the consideration for the Property which is the subject matter of this Option Agreement, the City, on the exercise of the option, shall pay a further sum to the Authority equal to all unpaid costs, obligations and expenses of the Authority relating to the Property and its costs of conveying the same to the City, as well as any and all other closing costs. Upon the exercise of the option to purchase, as herein provided, the Authority will immediately transfer and convey to the City all of its right, title and interest in and to the Property, then subject to the Option Agreement warranting title to such Property against all persons claiming by, through or under the Authority.

8. This "Leasehold Agreement With Option to Purchase", including the Lease and Option Agreement provided herein, is subject to and subordinate to the Security Interest referred to in Recital C hereof on the Property in favor of a Trustee for the Bondholders.

TAXES

9. It is the position and belief of the parties hereto that the Authority and the Property shall be exempt from taxation so long as the Property is used by the City for municipal off-street parking purposes or other municipal purposes pursuant to this Lease. However, in the event any taxes, assessments, duties or governmental impositions of any kind, extraordinary as well as ordinary, are levied or assessed against the Authority or the Property (the "Taxes and Assessments"), then in such event the City agrees that it will pay during the term of this Lease, as part of the Rental provided for in paragraph 6 hereof, such Taxes and Assessments, whether levied by federal, state or local authorities.

SOURCE OF RENTAL PAYMENTS

10. The City shall collect all charges for the use of the demised Property, including receipts from parking meters and parking lot operations. It is contemplated that the City will hold such receipts in a special fund, separate from other City funds, to be applied to the payment of the Rentals under this Lease. The City agrees to impose sufficient rates for parking meters, parking lot operations and other usage of the Property by others, so that such revenue, together with any other legally available municipal income, shall be sufficient to pay the Rental as it becomes due and payable during the term of this Lease.

11. Nothing herein contained shall be construed as binding the City for the payment of the Rentals beyond any one year

term of this Lease as it may be or have been extended from time to time. The Rental and any other payments due the Authority pursuant to this Lease or Option Agreement shall never constitute an indebtedness or a general obligation of the City within the meaning of any state, constitutional or statutory provision or limitation.

MAINTENANCE OF PREMISES

12. The City will preserve and maintain the Property and all improvements thereto in usable condition, for municipal purposes, during the term of the Lease. While the Property is being operated for off-street parking, the City further agrees to do so in a fashion consistent with the accepted good business practices as carried on by private corporations operating a facility of the same or similar type. All maintenance and operation expenses and costs for the demised Property shall be at the City's own expense and shall include, but may not be limited to, the provision for:

a) Payment of all utility services consumed or used at or upon the demised Property;

b) Operation and maintenance of the Property in accordance with the requirements of law; and

c) While the demised Property is being used for public off-street parking:

1) Blacktopping on the demised Property;

2) Wheel stops, signs, space and traffic markings, parking meters, and other related work and facilities necessary for said parking facilities;

3) Curb cuts and other provisions for ingress and egress for the efficient use of the Property for parking; and

4) Traffic regulations in connection with the proper use of said Property;

INSURANCE

13. The City will obtain and carry a public liability insurance policy, protecting the Authority's liability as landlord, in such amounts and to such extent as is normally carried by private corporations operating parking facilities of the same or similar type, and will promptly pay all premiums on such policy. The City will make said policy payable to the Authority, or cause said policy to be endorsed in an appropriate manner so that in the event of loss the proceeds thereof will be payable to the Authority. Said policy shall be delivered to the Authority.

LIABILITY OF AUTHORITY

14. The Authority, its directors, officers, agents and employees, shall not be liable to the City, or to any other party whomsoever, for any death, injury or damage which may result to any person or property by or from any cause whatsoever, in, on or about the demised Property, or any part thereof.

LIENS

15. The City will keep the demised Property, and all additions thereto, free from liens for labor done or work performed upon the same on behalf of the City, or from materials furnished to it for the development or operation thereof.

ALTERATIONS AND IMPROVEMENTS

16. Except as authorized in paragraph 12 above with respect to maintenance of the premises, the City shall make no alterations in or additions or improvements to the demised Property without first obtaining the written consent of the Authority, and all additions and improvements made by the City (other than parking meters) shall be deemed a part of the real estate and a permanent

structure thereon, and shall remain upon and be surrendered with said Property as a part thereof at the end of the term of this Lease.

SUBLETTING AND ASSIGNMENT

17. The City will not sublet the demised Property, or any part thereof, nor assign its rights under this Lease and Option Agreement, or any interest therein, without the prior written consent of the Authority.

The City agrees that during the term of this Lease not more than one-fourth of the subject parking facilities shall be leased, during the period of any month, to any one business user.

FAILURE TO PAY RENTAL OR BREACH OF LEASE

18. Should the City fail to pay any of the Rentals due the Authority under this Lease at any of the times herein provided, the Authority shall give written notice of such default to the City, and upon proper payment of all such rent and showing of good cause within 15 days of delivery of such notice, the Authority may waive such default. If not corrected within said 15 days, the Authority may, at its option, terminate this Lease. The Authority shall give the City notice of such termination. Upon such termination of this Lease, the term of the Lease is terminated and all rights of the City (except the Option Agreement herein granted to the City) shall be terminated and forfeited to the Authority; and the Authority shall then be entitled to immediate possession of the Property without giving any demand or notice.

19. In the event of any default or breach in the performance of any terms, conditions or covenants by the City under this Lease (other than the payment of Rental), the Authority shall give the City written notice of default, and the City shall then have

the privilege of correcting the default within 90 days of delivery of such notice. If not so corrected, the Authority, at its option, may terminate this Lease by giving written notice to the City. Upon said termination of this Lease, the City agrees to immediately quit and surrender up said demised Property to the Authority.

NON-RENEWAL OF TERM

20. If, for any reason, the City chooses not to exercise its option to extend the term of this Lease (as provided in paragraph 5), the City will surrender to the Authority the demised Property, together with any additions or improvements thereto at the end of the term of this Lease.

SUCCESSORS AND ASSIGNS

21. This Lease and Option Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

APPLICABLE LAW

22. This Lease and Option Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of Colorado. This Lease and Option Agreement expresses the full understanding of the parties hereto, and neither party hereto has made, nor shall be bound by, any agreement or representation to the other party which is not herein expressly set forth.

TERM OF LEASE AND OF OPTION AGREEMENT

23. The "term" of the Lease provided for herein (and by paragraph 2 hereof) shall be from the date hereof until the Lease is terminated as herein provided by failure to extend the Lease or otherwise.

The term of the Option Agreement provided for herein shall be from the date hereof until the Bonds and Security Interest have been completely extinguished.

This Lease and Option Agreement unless sooner terminated, shall terminate 21 years after the death of the last surviving United States District Court Judge holding such position on the date of this Lease and Option Agreement.

SEVERABILITY CLAUSE

24. If any term clause or provision of this Lease and Option Agreement, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect other terms, clauses or provisions or applications of this Lease and Option Agreement which can be given effect without the invalid term, clause or provision, or its application, and to this end this Lease and Option Agreement is severable.

IN WITNESS WHEREOF, the Authority and the City have caused their respective corporate names to be signed hereto by the respective officers thereto duly authorized, and in accordance with the requirements of governing law, all as of the day and year first above written.

ATTEST:

Secretary

ATTEST:

City Clerk

GRAND JUNCTION, COLORADO, PARKING
AUTHORITY, a Colorado non-profit
corporation,

By _____

CITY OF GRAND JUNCTION, COLORADO,
a Colorado home rule municipal
corporation,

By _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1973, by _____
_____ as _____,
and _____, as Secretary, of GRAND JUNCTION,
COLORADO, PARKING AUTHORITY, a Colorado non-profit corporation,
on behalf of the corporation.

My Commission expires:_____.

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1973, by _____,
as _____, and _____
_____, City Clerk, of CITY OF GRAND JUNCTION, COLORADO,
a Colorado home rule municipal corporation, on behalf of the cor-
poration.

My Commission expires:_____.

Witness my hand and official seal.

Notary Public