

DWC08PKL

TYPE OF RECORD: NON PERMANENT

CATEGORY OF RECORD: LEASE

NAME OF AGENCY OR CONTRACTOR: DALBY WENDLAND AND COMPANY PC

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: PARKING SPACE
LEASE SPACE 252 258 288 292 298 306 ROOD AVENUE PARKING GARAGE

CITY DEPARTMENT: ADMINISTRATION

YEAR: 2008

EXPIRATION DATE: CONTINUOUS UNTIL TERMINATED

DESTRUCTION DATE: 6 YEARS AFTER TERMINATION

DALBY, WENDLAND & CO., P.C.



Certified Public Accountants & Consultants

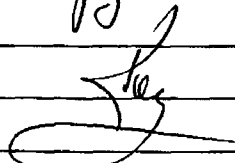
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DATE: 04-07-08
 TO: Scott Hockins
 COMPANY: City of Grand Junction
 REFERENCE: Parking Garage Lease
 FAX #: 244-1427
 FROM: Kay Eyl
 Total # of pages including this one 11
 If all pages are not received or if transmission is not clear, please call - (970) 243-1921

Transmitted: For approval
 For signature
 For review and comment
 As requested
 Please: Return
 Call upon receipt/review
 Call if you have questions

Comments: We should have the Certificate of Insurance from our Insurance provider by the end of the week.
As soon as we have that we will send you a copy.


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PARKING SPACE LEASE- Short-Term Covered

THIS PARKING SPACE LEASE is made between City of Grand Junction/Downtown Development Authority (“DDA”) (Landlord), and Dalby, Wendland & Co., P.C. (Tenant).

1. Defined Terms. As used in this Lease, the following words, terms and phrases shall have the following meanings, unless the context in which any such word, term or phrase is used clearly requires a different meaning.

a. “Garage” means the parking structure located on the real property commonly known as Rood Ave Parking Garage and legally described as:

Lot 1 of Rood Avenue Parking Plaza

b. “Leased Premises” means the real property legally described as:

Space # 252 through 258, 288 through 292, and 298 through 306 Rood Avenue Parking Plaza

2. Term. The term of this Lease shall commence at 7:00 A.M. on 2/1/2008 (“Commencement Date”) and shall end with 30 days written notice by Tenant or Landlord (Term).

3. Rent. Tenant agrees to pay rent to Landlord for the Leased Premises, without deduction or setoff, in the amount of sixty Dollars (\$ 60) per parking space per month (i.e., One Thousand Two Hundred Sixty Dollars (\$ 1,260) per month for all Twenty-One (21) parking spaces Leased hereby), and payable in advance on or before the 1st day of each full calendar month of the Term beginning with the Commencement Date.

4. Adjustments to Rent. Landlord may change the rent provided for in paragraph 3, above, at any time during the Term by giving Tenant no less than thirty (30) days prior written notice. Anything in this agreement to the contrary notwithstanding, changes in the rent made pursuant to this paragraph 4 shall not require written amendment of this Lease and shall be deemed effective upon Tenant’s receipt of Landlord’s written notice.

5. Tenant’s Rights. In consideration of the obligation of Tenant to pay rent as herein provided, and in consideration of the other terms, provisions and covenants of this Lease, Landlord leases to Tenant, and Tenant accepts from Landlord, “**AS IS, WHERE IS AND WITH ALL FAULTS,**” and subject to the provisions of paragraph 11, below:

- a. the exclusive right to use the Leased Premises during the hours between 6:00 A.M. through 6:00 P.M., Monday through Friday;
- b. the non-exclusive right to use the Leased Premises between the hours of 6:00 P.M. and 6:00 A.M. Monday through Friday, and all day Saturday and Sunday; and
- c. the non-exclusive right to use, for vehicular and pedestrian access purposes, and in common with the general public, the driveways, ramps, lanes, walkways, elevators, stairways and corridors in the Garage providing vehicular and pedestrian access to the Leased Premises.

The Leased Premises shall be used only for the purpose of parking and exclusively by natural persons representing Tenant, Tenant's directors, officers, agents, principals, employees, patrons, guests or invitees (collectively, "Tenant's Parking Users"). This Lease gives Tenant's Parking Users rights that may be enjoyed by Tenant's Parking Users, but Tenant's Parking Users do not themselves have rights under this Lease against Landlord and Tenant's Parking Users do not have the right to enforce any provision of this Lease. Nothing in this Lease is intended, or shall be deemed, to limit the right of Tenant or Tenant's Parking Users, as members of the general public, to park in the public parking portions of the Garage upon payment of the parking fees or charges then applicable to users of such public parking. Nothing in this Lease gives Tenant any rights with respect to the use of parking spaces in the Garage other than the Leased Premises.

6. Unauthorized Parking. Tenant shall be responsible for unauthorized vehicles parked on the Leased Premises between the hours of 6:00 A.M. to 6:00 P.M., Monday through Friday. Landlord shall be responsible for unauthorized vehicles parked on the Leased Premises at all other times.

7. Security and Damage to Property. No security shall be provided by Landlord at the Leased Premises. Tenant acknowledges that Landlord has no obligation to provide security at the Leased Premises nor to protect any person using the Garage, including Tenant's Parking Users, nor any vehicles or other property in the Garage, from criminal activities. Vehicles are parked, and any articles they contain are left, at the vehicle owner or operator's sole risk. Tenant acknowledges and agrees that Landlord does not and will not accept any vehicles or property in bailment or for safekeeping, nor shall Landlord be responsible for any loss or damage to any vehicle or its contents for any reason, including, without limitation, fire, vandalism, or theft, nor for loss, damage or injury by or to Tenant's Parking Users or any other individual for personal injury of any nature. If Tenant, or Tenant's Parking Users, damages any personal property in the Garage, or damages any part of the Garage itself, in addition to any liability Tenant may have for any claims, damages, including property damage and loss of use of property, losses, fines or

penalties, including all related costs, expenses, and reasonable attorneys' fees, arising out of such damage, Landlord may terminate this Lease and refuse to permit Tenant or any of Tenant's Parking Users from parking in the Garage.

8. Real Property Taxes and Utility Charges. Landlord shall pay all real property taxes assessed or levied against the Leased Premises, if any, in full, and shall pay all utility charges incurred in connection with the operation of the Leased Premises.

9. Maintenance. Landlord shall keep and maintain the Leased Premises in good and clean order and repair, including but not limited to the interior, exterior, foundations, floors, walls, and ceilings thereof. Provided, however, that if any damages to the Garage, or the Leased Premises is caused, in whole or in part, by any act or omission, neglect, or wrongdoing of Tenant, or Tenant's Parking Users, Tenant shall, at Landlord's option, repair such damage at Tenant's expense or pay Landlord the reasonable cost of repairing the damage. Landlord shall determine the necessity for all maintenance of the Leased Premises in a commercially reasonable manner being cognizant of all safety issues related to the use of the Leased Premises as a parking structure. Tenant shall take good care of the Leased Premises and its fixtures and suffer no waste.

10. Alterations and Liens. Tenant shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of Landlord. Any alterations made by Tenant will be paid for solely by Tenant. Tenant shall not allow any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind the interest of Landlord in the Leased Premises, or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor upon the Leased Premises. Tenant shall hold Landlord harmless from any and all claims, losses, liabilities, or damages, including Landlord's reasonable attorneys' fees, based or arising out of asserted claims or liens against Tenant's interest in the Leased Premises. Should any mechanic's lien be filed which Tenant wishes to contest, then Tenant shall have the right to defend the claim in the name of Landlord so long as Tenant posts bond, with corporate surety, for release of the lien against the Leased Premises or deposit cash in escrow in an amount equal to the claim. At the termination of this Lease, Tenant shall deliver and relinquish to Landlord all alterations, additions and improvements together with the Leased Premises.

11. Use. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Leased Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in, upon or connected with the Leased Premises, all at Tenant's sole expense. Without Landlord's prior written consent, Tenant shall not receive, store or otherwise handle any product, material or merchandise which is explosive or highly flammable. Tenant shall not, without Landlord's prior written consent, install, affix or use any sign or other advertising or identifying media on or within the Leased Premises. Further, Tenant acknowledges and agrees that the City of Grand

- b. Terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord;
- c. Enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying such Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor; or
- d. Landlord may rent the Leased Premises and receive the rent therefor. In which case, Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such re-letting; or
- e. Enter upon the Leased Premises by force if necessary without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms and conditions of this Lease.

Regardless of which of the above remedies are chosen by Landlord, Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of Tenant's default or Landlord's efforts to remedy such default as provided in this Paragraph 20, whether through inability to re-let the Leased Premises on satisfactory terms or for any other reason. Termination of this Lease shall not relieve or release Tenant from liability for unaccrued monthly installments of rent due for the remainder of the Term and Tenant shall continue to be liable for such unaccrued rent without any notice or demand whatsoever. Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from any remedial action taken pursuant to this Paragraph 20, whether caused by the negligence of Landlord or otherwise.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reasons of the violation of any of the terms, provisions and covenants herein contained. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Landlord's acceptance of the payment of rental or other payments hereunder after the occurrence of any Events of Default shall not be construed as a waiver of such default unless Landlord so notifies Tenant in writing. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default. If, on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning or to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay Landlord's reasonable attorneys' fees. No act or thing done by Landlord or Landlord's agents during the Term of this Lease shall

Janet Harrell - Fwd: FW: Dalby Wendland - relenquishing parking spots

From: Scott Hockins
To: Forsythe, Kelli
Date: 7/14/2014 9:21 AM
Subject: Fwd: FW: Dalby Wendland - relenquishing parking spots
CC: Harrell, Janet

Please cancel these spaces as of 8/1.

Thanks,
Scott

Scott Hockins
City of Grand Junction
Purchasing Supervisor
970-244-1484



>>> "Carol L. Bell" <CBell@dalbycpa.com> 7/11/2014 2:55 PM >>>
Hi again – please hold off on canceling spaces 272 & 273 until further notice please.

Thank you,
Carol L. Bell
Dalby, Wendland & Co., P.C.
464 Main Street
P.O. Box 430
Grand Junction, CO 81502
Phone: (970) 243-1921 Ext. 8170
Fax: (970) 243-9651

Email: CBell@dalbycpa.com
Web: DalbyCPA.com

From: Carol L. Bell
Sent: Friday, July 11, 2014 2:29 PM
To: Scott Hockins
Subject: Dalby Wendland - relenquishing parking spots

Hi Scott,

We are ready to turn over 5 parking spaces to the city....

Spaces:
219
244

245
246
257

Please call with any questions.

Have a great weekend!!

Carol L. Bell
Dalby, Wendland & Co., P.C.
464 Main Street
P.O. Box 430
Grand Junction, CO 81502
Phone: (970) 243-1921 Ext. 8170
Fax: (970) 243-9651

Email: CBell@dalbycpa.com
Web: DalbyCPA.com

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Janet Harrell - Fwd: Dalby Parking Spaces

From: Scott Hockins
To: Forsythe, Kelli; Harrell, Janet
Date: 9/15/2015 8:18 AM
Subject: Fwd: Dalby Parking Spaces

Please cancel as of 9/15/15.

>>> "Carol L. Bell" <CBell@dalbycpa.com> 9/14/2015 3:42 PM >>>
Hi Scott,

Summer's winding down eh....not really ready for that myself ☹.

We are down a couple of employees and don't look to be hiring in the near future.
Therefore, we'd like to relinquish parking spaces 302 & 258 please.

Thanks,

Carol L. Bell
Dalby, Wendland & Co., P.C.
464 Main Street
P.O. Box 430
Grand Junction, CO 81502
Phone: (970) 243-1921 Ext. 8170
Fax: (970) 243-9651

Email: CBell@dalbycpa.com
Web: DalbyCPA.com

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Space #	Type	Name	Monthly Rate
201	DDA	Dalby Wendland	\$ 60.00
202	DDA	Dalby Wendland	\$ 60.00
206	DDA	Dalby Wendland	\$ 60.00
207	DDA	Dalby Wendland	\$ 60.00
208	DDA	Dalby Wendland	\$ 60.00
235	DDA	Dalby Wendland	\$ 60.00
241	DDA	Dalby Wendland	\$ 60.00
248	DDA	Dalby Wendland	\$ 60.00
254	City	Dalby Wendland	\$ 60.00
255	City	Dalby Wendland	\$ 60.00
256	City	Dalby Wendland	\$ 60.00
263	City	Dalby Wendland	\$ 60.00
272-287		Dalby Wendland-Privately Owned	
288	City	Dalby Wendland	\$ 60.00
289	City	Dalby Wendland	\$ 60.00
290	City	Dalby Wendland	\$ 60.00
291	City	Dalby Wendland	\$ 60.00
292	City	Dalby Wendland	\$ 60.00
293		Dalby Wendland-Privately Owned	
294		Dalby Wendland-Privately Owned	
295		Dalby Wendland-Privately Owned	
296		Dalby Wendland-Privately Owned	
297		Dalby Wendland-Privately Owned	
298	City	Dalby Wendland	\$ 60.00
299	City	Dalby Wendland	\$ 60.00
300	City	Dalby Wendland	\$ 60.00
301	City	Dalby Wendland	\$ 60.00
303	City	Dalby Wendland	\$ 60.00
304	City	Dalby Wendland	\$ 60.00
305	City	Dalby Wendland	\$ 60.00
306	City	Dalby Wendland	\$ 60.00

9-15-2015

Current billing List for Leased spaces from K. Forsythe.

JH

Janet Harrell

From: Scott Hockins
Sent: Monday, November 21, 2016 2:21 PM
To: Kelli Forsythe; Janet Harrell
Subject: Parking - Dalby

Please add #226 as of 11/21/2016 for \$60/month

Thanks,
Scott Hockins
City of Grand Junction
970-244-1484