

GLU08PKL

TYPE OF RECORD: NON PERMANENT

CATEGORY OF RECORD: LEASE

NAME OF AGENCY OR CONTRACTOR: EVAN AND NINA GLUCKMAN

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: PARKING SPACE
LEASE SPACE 228 ROOD AVENUE PARKING GARAGE

CITY DEPARTMENT: ADMINISTRATION

YEAR: 2008

EXPIRATION DATE: CONTINUOUS UNTIL TERMINATED

DESTRUCTION DATE: 6 YEARS AFTER TERMINATION

PARKING SPACE LEASE- Short-Term Covered

THIS PARKING SPACE LEASE is made between City of Grand Junction/Downtown Development Authority ("DDA") (Landlord), and EVAN & NADA GLUCKMAN (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 # 278 through 0, 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., / Dollars (\$ 60) per month for all / 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...

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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., 1 Dollars (\$ 60) per month for all 1 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.

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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:

to the parties at the respective addresses set forth below, or at such other address as they have specified by written notice:

Landlord:

Tenant:

City of Grand Junction/DDA
250 N. 5th Street

Evan Gluckman
Nick Gluckman

24. Miscellaneous.

- a. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- b. The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assignees, except as otherwise herein expressly provided.
- c. The captions are inserted in this Lease for convenience only and in no way define, limit, or describe the scope or intent of this Lease, or any provision hereof, nor in any way affect the interpretation of this Lease.
- d. Tenant agrees, within thirty (30) days after request of Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate stating that this Lease is in full force and effect, the date to which Rent has been paid, the unexpired term of this Lease and such other matters pertaining to this Lease as may be reasonably requested by Landlord.
- e. This Lease constitutes the entire agreement of the parties, and there are no representations, inducements or other provisions other than those expressed herein. This Lease may be amended in the future; however, all amendments, changes, additions or deletions to must be in writing and signed by all parties.
- f. If any clause or provision of this Lease is subsequently determined to be illegal, invalid or unenforceable under present or future laws, then it is the intention of the parties hereto that the other terms and provisions of this Lease shall not be affected thereby.
- g. Neither the method of computation of Rent nor any other provisions contained herein, nor any act of the parties hereunder, shall be deemed to create any

relationship between the parties hereto other than the relationship of landlord and tenant.

- h. This Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for all actions connected herewith shall be in Mesa County, State of Colorado.
- i. The Lease may be executed in counterparts and facsimile (970-244-1427) signatures will be accepted as original signatures.

EXECUTED this 1st day of April, 2008

LANDLORD:

City of Grand Junction/DDA

By Scott Hochman

Purchasing Supervisor

TENANT:

By [Signature]
