UMC92PKL

TYPE OF RECORD: INACTIVE NON PERMANENT

CATEGORY OF RECORD: LEASE   (AGREEMENT)

NAME OF AGENCY OR CONTRACTOR: TERANCE W. WAKEFIELD FOR
FIRST UNITED METHODIST CHURCH OF GRAND JUNCTION

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: LEASE
RENEWAL FOR 5TH AND GRAND AVENUE PUBLIC PARKING LOT

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1992

EXPIRATION DATE: RENEWED ANNUALLY

DESTRUCTION DATE: 6 YEARS AFTER TERM

LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of the 1st day of January, 1992, between the FIRST UNITED METHODIST CHURCH OF GRAND JUNCTION, COLORADO, hereinafter referred to as "Church", and the CITY OF GRAND JUNCTION, hereinafter referred to as "Lessee".

A.   Church owns the following described real property, to wit:

   Lots 1, 2, 3, and 4 in Block 82 of the City of Grand Junction.
   Herein after referred to as the "Property".

B.   Lessee desires to continue to lease the property for use as Public Parking known as 5th and Grand Lot Parking Lot, as it has since 1974.

   NOW, THEREFORE, in consideration of the recitals above, and the performance of the premises set forth below and the conditions herein described, the parties hereto agree as follows:

1.   Under the terms, conditions and provisions hereinafter stated, the Church does hereby lease to Lessee the above described property.

2.   The terms of this Lease shall commence on January 1, 1992 and shall renew each year thereafter on January 1, unless written notification of intent to terminate is given by either party 90 days in advance of the effective date.

3.   The Lessee agrees to pay to the Church One half (1/2) of all parking meter revenue derived for meters located upon the demised premises, plus $175.00 per month for 7 parking spaces, from which the meters will be removed at Lessees expense, and marked "FOR CITY USE ONLY". This leaves 38 parking spaces of which 30 will continue to be 10 hour meters and 8 will be 2 hour meters. The 2 hour meters shall be located off of the alley, directly adjacent to the premises.

4.   The Lessee shall enforce parking regulations and collect all meter money at its own expense. The Lessee shall be responsible for all maintenance on the premises, including snow removal and surface maintenance.

5.   The Church shall retain the right, from time to time, to reserve the parking area exclusively for the use of those persons who will be using the Church. On such occasions the Church will notify the Lessee and Lessee will place hoods on the parking meters. No parking revenue shall be demanded of those occupying the metered area on those occasions.

6.   Should the Church, during the terms of this lease or any extension thereof, determine to sell the Property, Lessee shall have the first right of refusal to purchase said Property by meeting any bona fide offer of purchase which is acceptable to the Church. The Church shall notify Lessee in writing of the terms and conditions of any such bona fide offer, and Lessee shall have 15 days from the Church's mailing of such notice to exercise the first right of refusal by its unconditional acceptance of all terms and conditions of the offer.

7. It is expressly agreed that both the Church and the Lessee shall save and hold harmless and indemnify their respective officers, employees and agents against all liability or loss, and against all claims or actions based upon or arising from any claim, lien, damage or injury to persons or property caused by either party or sustained in connection with the performance of this Lease or by conditions created thereby, or based upon any violation of statute, ordinance, code or regulation, and the defense of any such claims or actions, including attorney's fees.

IN WITNESS WHEREOF, each party to this Lease Agreement has caused it to be executed on the date indicated below.

Attest: The City of Grand Junction
                                       Colorado

Neva B. Lockhart, CMC.   _Mark L. Achen_   1/9/92
City Clerk   Date   City Manager   Date

Attest: First United Methodist
                                       Church of Grand Junction

                                   Terrance W. Wakefield Jan. 8 1992
_____   _____
Secretary   Date   Chairman of the Board Date