

DWN64FOR

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **CONTRACT**

NAME OF CONTRACTOR: DOWNTOWN PARKING COMPANY, INC.

SUBJECT/PROJECT: OPERATION FORESIGHT - PHASE III

LOCATION: LOTS 22, 23, 24, 25 AND 26 OF BLOCK
117

CITY DEPARTMENT: ADMINISTRATION

YEAR: 1964

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

AGREEMENT

This Agreement entered into this 3rd day of December, 1964, by and between Downtown Parking Company, Inc., a Colorado corporation, hereinafter referred to as "Corporation", and the City of Grand Junction, Colorado, a municipal corporation, hereinafter referred to as "City".

Witnesseth:

THAT WHEREAS, the City, with the cooperation of its citizens, has caused to be completed Phases I and II of its community plan denominated "Operation Foresight", adopted as a concept by the City Council on October 18, 1961, and

WHEREAS, it is now imperative that Phase III of the Foresight program be implemented to initially provide additional metered off-street parking facilities with eventual removal of off-street parking meters within the City, all in accordance with the long-range plan encompassed within Operation Foresight, and

WHEREAS, after consideration of various plans to accomplish the foregoing end, it has been determined that the plan as hereinafter set out (a plan in the nature of a lease-purchase arrangement with the City obtaining eventual ownership of the lands involved) represents the most feasible approach toward accomplishment of Phase III while continuing the concept of Operation Foresight-public and private cooperation to secure desirable ends,

NOW, THEREFORE, IT IS AGREED:

1. That the corporation shall purchase the following described lands situate in Mesa County, Colorado, to-wit:

Lots 22, 23, 24, 25 and 26 in Block 117,
City of Grand Junction,

The purchase to be made in such manner that the corporation can, at all times, comply with those terms and conditions as are hereinafter set out.

2. That, upon such purchase, the corporation shall cause the area to be blacktopped, shall purchase parking meters and install the same upon the area, all at its own expense and in accordance with the directions from the City Engineer. Thereafter, until completion of purchase by the City as hereinafter set out, all maintenance of the area or meters thereon shall be an expense of the corporation.

3. That upon completion of the installation called for in Paragraph 2, by this agreement, the land above described shall be leased to the City to be operated as an off-street parking lot by the City, including enforcement of parking regulations and collection of monies from the meters on the lot.

4. That, as rental for such lots, the corporation shall receive the meter revenues from the operation on the lots demised. Such revenues shall be handled by the City as revenue and disbursed thereafter to the corporation by the 15th day of the month following the month in which the same are collected. In addition, on or before the 1st day of December, 1964, the City shall pay to the corporation the sum of Seven Thousand Two Hundred (\$7,200.00) Dollars, the amount presently budgeted for the purposes hereunder, the same being computed as one-half the revenue from the Shopping Park meter revenues, this loss of revenue being replaced, as estimated by an increase in fine schedules for overtime parking. Additionally, the City shall budget within the 1965 budget the parking meter receipts from the Shopping Park for payment to the corporation under this agreement.

5. That all of the monies received by the corporation under the terms of this agreement shall be applied for the following purposes and in the following order:

a. To expenses of the operation of the corporation as the same are agreed upon between the City Council and the Board of Directors of the corporation, such expenses to include

interest on monies borrowed for the purchase of the lands, taxes, insurance, meter and improvement costs, cost of maintenance, and charges paid to purchase leases to enable earlier parking operations.

b. To payment of the purchase price of said lots, so that the intent of this agreement is carried out.

c. To a reserve for the maintenance of the lots, also as the same may be agreed upon between the City and the corporation.

d. To reserve for the acquisition of further land areas to be devoted to parking as herein contemplated when agreed upon by the council and the Board.

e. To repayment to the stockholders of the corporation for monies paid by them for the purchase of the lots.

6. That the concept contemplated for Phase III, City ownership of parking facilities, will be realized within a reasonable time only through continued annual appropriations or commitments of Shopping meter monies or other meter revenues by succeeding City Councils, although nothing herein shall be construed as requiring that such appropriations or commitments be made and this agreement shall continue to be in effect so long as the corporation receives the monies from the meters on the lots involved. Should succeeding Councils appropriate additional monies annually, in the same, greater or lesser amount as by this Council appropriated, depending upon Shopping Park meter revenues and revenues from the aforementioned increase in the fine schedule for overtime parking, such additional monies shall be applied as stated in Paragraph 5 hereof.

7. That all monies received by the corporation under the terms of this agreement, excluding items a and c of Paragraph 5, shall be payments towards the purchase of the lots herein described, the agreed price of which is Sixty-six Thousand Two Hundred Fifty and No/100 (\$66,250.00) Dollars.

Upon completion of payment by the City, conveyance shall be made by the corporation to the City by Warranty Deed, with an abstract of title, certified to date, or title insurance showing title in the corporation.

8. Should the City at any time determine not to proceed with the concept herein set out, the full purchase price not having been paid, the City shall be and become an owner, as tenant in common, with the corporation, and the corporation shall immediately convey such interest, computed on the basis of Paragraph 7, to the City. If the City shall so determine, and monies are being held in reserve stated in sections c and d of Paragraph 5, such monies shall be delivered to the City or applied to the purchase price as the City Council may determine.

9. Nothing herein contained shall be interpreted as denying the Council of the City the right to appropriate monies from other sources in amounts it may choose to carry out this agreement and the concept of Phase III of Operation Foresight.

10. It is contemplated that when purchase is completed, an organization in the nature of a Parking Authority shall be established by the City to operate the lots purchased hereunder and other lands acquired or then held in the parking program of the City. So long as parking meter revenues are obtained by such authority, it shall pay sums in lieu of taxes as may be established by the City Council.

11. The lots herein described shall continue to be used for parking purposes only, subject to the following:

a. Prior to completion of purchase by the City, the City and the corporation may determine to sell the lots under terms and conditions they may agree upon.

b. Under City ownership, the lots acquired may be sold or the usage thereof changed only after public hearing before the City Council held after public notice and not until 60 days shall have expired after the public hearing. Because of

the concept covered by this agreement, it is to be hoped that any sale or change of usage will not occur without the acquisition of parking area to replace such lost parking.

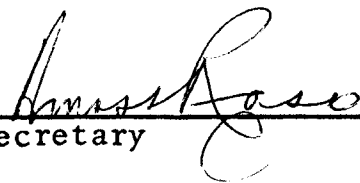
12. Other parking facilities may be purchased by the corporation and made subject to the provisions of this agreement by acceptance of the City Council of the City. Upon such happening, the payment schedules called for under this agreement may be altered as the corporation and the City may agree.

13. As the same is applicable, this agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

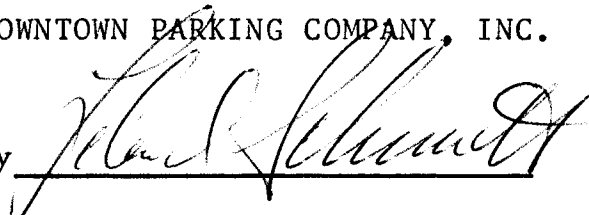
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

DOWNTOWN PARKING COMPANY, INC.

ATTEST:



Secretary

By



CITY OF GRAND JUNCTION

ATTEST:


City Clerk

By


President of the Council

ADDENDUM TO AGREEMENT

This Addendum to that certain Agreement, dated the 3rd day of December, 1964, and in which the parties hereto are also parties, is entered into this ~~2nd~~ ^{2nd} day of October, 1969, by and between DOWNTOWN PARKING COMPANY, INC., a Colorado corporation, hereinafter referred to as "Corporation", and the CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, hereinafter referred to as "City",

WITNESSETH:

1. It is agreed that the Corporation shall purchase the following property within the City, to-wit:

Parcel No. 1 - Lots 3, 4, 5 and 6, in Block 105,
City of Grand Junction,

Parcel No. 2 - Lot 25 in Block 105 in the City of
Grand Junction,

the purchase price for Parcel 1 being \$85,000.00 and for Parcel 2, the sum of \$23,000.00.

2. That said Lots, when purchased, shall become subject to the terms and conditions of the basic Agreement referred to, as such terms and conditions are applicable, and this Addendum shall be attached to said original Agreement and become a part thereof.

3. That the revenues from the parking meters on the various lots, including those lots covered by the basic Agreement, shall be credited, in accordance with the terms of the basic Agreement, to the lots from which collected; while the monies paid to the Corporation which are Shopping Park meter revenues shall be credited 25 per cent to the lease and purchase of the

1967-1968 DATED 12-14-67

lots in the original Agreement, 25 per cent to those lots designated as Parcel No. 1 in that certain Addendum to Agreement entered into between the parties and dated the 6th day of December, 1967, 25 per cent to the lots designated as Parcel No. 2 in said Addendum to Agreement, and 25 per cent, as a total to the lots described herein, the same to be credited in accordance with the terms of the original Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

Amos Lass
Secretary.

DOWNTOWN PARKING COMPANY, INC.

BY: *John W. ...*
President.

ATTEST:

Robert ...
City Clerk.

CITY OF GRAND JUNCTION

BY: *R. ...*
President of the Council.


3. That the revenues from the parking meters on the various lots, including those lots covered by the basic agreement, shall be credited, in accordance with the terms of the basic agreement, to the lots from which collected; while monies paid to the Corporation from Shopping Park meter revenues shall continue to be credited as they presently are, subject to any change that may be made from time to time by the Council, any Shopping Park revenues to be credited in accordance with the terms of the original agreement.

4. Any rental payments derived from outstanding leases on the premises above described shall be applied, on behalf of the City, to its purchase of the lots as though the monies were meter revenue monies, in accordance with the terms of the basic agreement.

DOWNTOWN PARKING COMPANY, INC.

By: 
President

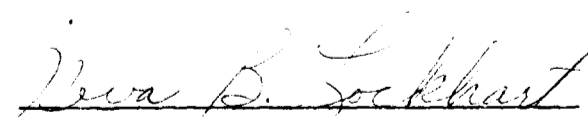
ATTEST:


Secretary

CITY OF GRAND JUNCTION

By: 
President of the Council

ATTEST:


City Clerk

ADDENDUM TO AGREEMENT

THIS ADDENDUM to that certain Agreement, dated the 3rd day of December, 1964, and in which the parties hereto are also parties, is entered into this 19th day of August, 1971, by and between DOWNTOWN PARKING COMPANY, INC., a Colorado corporation, hereinafter referred to as "Corporation", and the CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the lots hereinafter described bear a relationship to Lots 17 to 28 inclusive in Block 118, City of Grand Junction, Mesa County, Colorado, the purchase of which is covered by an Addendum to the Agreement above referred to bearing the date of May 7, 1970; and

WHEREAS, it is desirable that the provisions contained in that Addendum be retained in this one in order to intelligently control the properties together;

NOW THEREFORE IT IS AGREED BETWEEN THE CORPORATION AND THE CITY:

1. That the Corporation shall purchase the following property within the City, to wit:

Lots 31 and 32, Block 118 . . .	\$50,000.00
Lot 30, Block 118	24,000.00
Lot 29, Block 118	12,500.00

2. That said lots when purchased shall become subject to the terms and conditions of the basic agreement referred to, if such terms and conditions are applicable, and this Addendum shall be attached to said original agreement and become a part thereof; provided, however, that this purchase shall also become subject to paragraphs three and four of the Addendum, dated May 7, 1970, above referred to.

LAW OFFICES OF
AMOS L. RASO
443 NORTH SIXTH STREET
GRAND JUNCTION, COLORADO
TELEPHONE 242-2636

October 27, 1969


City of Grand Junction
P. O. Box 968
Grand Junction, Colorado

Attention: Helen C. Tomlinson City Clerk

Dear Mrs. Tomlinson:

Herewith enclosed one signed copy of the addendum
to the agreement between the Downtown Parking Company, Inc.
and the City of Grand Junction.

Very truly yours,


Amos L. Raso

ALR:bjw
Enc.-1

BUSINESS LEASE SUPPLEMENT

IT IS MUTUALLY AGREED that this Supplement is by this reference made a part of the foregoing lease, dated October 23, 1964, by and between Charles A. Willsea and Mary Jewel Willsea, Lessors, and Downtown Parking Company, Inc., Lessee, concerning Lots 25 to 28 inclusive, in Block 118, City of Grand Junction, Colorado.

WITNESS:

It is mutually agreed between the parties that said basic lease of October 23, 1964, shall be extended from November 1, 1967 to November 1, 1970. The rental for this three-year extension shall be the total sum of \$10,800.00 to be paid in monthly installments of \$300.00 each.

All other terms and covenants in said basic lease shall apply and become a part of this extension agreement.

Dated this 19th day of December, 1966.

Charles A. Willsea, Lessor

Mary Jewel Willsea, Lessor

DOWNTOWN PARKING COMPANY, INC.,
Lessee

Attest: Amos L. Raso
Amos L. Raso, Secretary

By Leland Schmidt
Leland Schmidt, President

Approved:

THE CITY OF GRAND JUNCTION

By [Signature] (SEAL)

THIS INDENTURE, Made this 20th day of December, 19 66, between Mark R. Schmidt and Leland A. Schmidt, a Partnership doing business as Schmidt Brothers Building, Lessors and Downtown Parking Company, Inc. the lessee;

WITNESSETH, That, in consideration of the payment of the rent and the keeping and performance of the covenants and agreements by the said lessee hereinafter set forth, the said lessor S hereby lease unto the said lessee the following described premises, situate in the County of Mesa in the State of Colorado, to wit: The North 25 feet of Lots 21 to 24 inclusive in Block 118, City of Grand Junction.

TO HAVE AND TO HOLD the same with all the appurtenances unto the said lessee from twelve o'clock noon of the 1st day of January, 19 67, until twelve o'clock noon of the 1st day of January, 19 70, at and for a rental, for the full term aforesaid of Twenty-Seven Hundred and no/100 dollars, payable in monthly installments of Seventy-Five and no/100 dollars per month,

in advance, on or before twelve o'clock noon, on the 1st day of each calendar month during said term at the office of Leland A. Schmidt, 521 Main, Grand Jct., Colorado, without notice,

And the said lessee in consideration of the leasing of said premises as aforesaid, covenant S and agree S as follows, to wit:

To pay the rent for said premises as hereinabove provided; to keep the improvements upon said premises, including all sewer connections, plumbing, wiring, and glass, in good repair at the expense of said lessee; and at the expiration of this Lease to surrender and deliver up said premises in as good order and condition as when the same were entered upon, loss by fire, inevitable accident or ordinary wear excepted; to sublet no part of said premises, nor assign this Lease or any interest herein, without the written consent of the lessor S first being obtained; to use said premises for no purpose prohibited by the laws of the United States, or the State of Colorado, or the ordinances of the said City or Town of Grand Junction; and for no improper or questionable purpose whatsoever; to keep the sidewalks in front of and around said premises free from ice and snow, and said sidewalks and premises free from all litter, dirt, debris and obstructions; to keep said premises clean, and in the sanitary condition required by the ordinances and the health and police regulations of the said City or Town of Grand Junction; to neither permit nor suffer any disorderly conduct, noise or nuisance whatever about said premises having a tendency to annoy or disturb any persons occupying adjacent premises; to neither hold nor attempt to hold the lessor S liable for any injury or damage, either proximate or remote, occurring through or caused by any repairs, alterations, injury or accident to adjacent premises or other parts of the above premises not herein demised, or by reason of the negligence or default of the owners or occupants thereof or any other person, nor liable for any injury or damage occasioned by defective electric wiring, or the breaking or stoppage of plumbing or sewerage upon said premises or upon adjacent premises, whether said breaking or stoppage results from freezing or otherwise; to neither permit nor suffer said premises, or the walls or floors thereof, to be endangered by overloading, nor said premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations or change in, upon, or about said premises without first obtaining written consent therefor; to permit the lessor S to place a "For Rent" card upon said premises at any time after thirty days before the end of this Lease; to allow said lessor S at any reasonable hour of the day to enter into or upon and go through and view said premises; to occupy the same as public parking facilities

It is agreed that all assessments for water rents that may be levied against said premises during the continuance of this Lease shall be paid by the said lessee and that all charges for heating and lighting the said premises shall be paid by the said lessee as the same become due and payable and that in case said premises shall become tenable on account of damage by fire, flood or act of God, this Lease may be thereupon terminated by the said lessee

It is further agreed that no assent, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach.

It is mutually agreed that if after the expiration of this Lease, the lessee shall remain in possession of said premises, and continue to pay rent without written agreement as to such possession, then such lessee shall be regarded as a tenant from month to month at a monthly rental, payable in advance, equivalent to the last monthly installment hereunder, and subject to all the terms and provisions of this Lease.

It is further mutually agreed that in case said premises are left vacant and any part of the rent therein reserved be unpaid, then the lessor S may, without in anywise being obliged so to do, and without terminating this Lease, retake possession of said premises, and rent the same for such rent and upon such conditions as the lessor S may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and said lessee shall be liable for the balance of the rent herein reserved until the expiration of the term of this Lease.

IT IS EXPRESSLY UNDERSTOOD AND AGREED By and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be in arrears, or if default shall be made in any of the covenants or agreements herein contained, to be kept by the said lessee, it shall and may be lawful for the said lessor S to declare said term ended, and enter into the said premises, or any part thereof, either with or without process of law, to re-enter, and the said lessee or any person or persons occupying the same, to expel, remove, and put out, using such force as may be necessary in so doing, without being liable to prosecution or in damages therefor, and the said premises again to repossess and enjoy, as in the first and former estate of the said lessor S. And if at any time said term shall be ended as aforesaid or in any other way, the said lessee hereby covenant S and agree S to surrender and deliver up said premises peaceably to said lessor S, immediately upon the termination of said term, and if the lessee shall remain in possession of the same after the termination thereof, said lessee shall be deemed guilty of a forcible detainer of said premises under the statute, hereby waiving all notice, and shall be subject to eviction and removal, forcibly or otherwise, with or without process of law, as above stated.

And it is further expressly understood and agreed that all the covenants and agreements in this Lease contained shall extend to and be binding upon, the heirs, executors, legal representatives and assigns of the respective parties hereto.

This Lease is made by and between the parties hereto with the express understanding and agreement that, in the event the lessee becomes insolvent, or is declared bankrupt, then, in either event, the lessor may declare this Lease ended, and all rights of lessee hereunder shall thereupon terminate and cease.

It is mutually agreed that this lease may be terminated by either party by giving 60 days written notice of his intentions to do so.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

DOWNTOWN PARKING COMPANY, INC.

By _____ President

ATTEST: _____ Secretary

LESSEE

Mark R. Schmidt, Lessor (SEAL)

Leland A. Schmidt, Lessor (SEAL)

A partnership d/b/a Schmidt Brothers Building (SEAL)

GUARANTEE

For value received hereby guarantee the payment of the rent and the performance of the covenants and agreements by the lessee in the within Lease covenanted and agreed, in manner and form as in said Lease provided.

Witness hand and seal this day of 19 (SEAL) (SEAL)

ASSIGNMENT AND ACCEPTANCE

For value received Downtown Parking Company, Inc. hereby assigns all right, title and interest in and to the within Lease unto The City of Grand Junction assignee heirs and assigns, with the express understanding and agreement that the said assignor shall be and remain liable for the full payment of the rent reserved and the performance of all the covenants and agreements made in said Lease by the lessee therein named, and will pay said rent and fully perform said covenants and agreements in case said assignee shall fail so to do; and in consideration of this assignment the said assignee hereby assume and agree to make all the payments and perform all the covenants and agreements in said Lease contained, by the lessee therein agreed to be made and performed.

Witness our hand and seal this 20th day of December 1966 THE CITY OF GRAND JUNCTION By: [Signature] (SEAL) DOWNTOWN PARKING COMPANY, INC. By: Leland A. Schmidt, President (SEAL) Amos L. Raso, Secretary (SEAL)

CONSENT OF ASSIGNMENT

Consent to the assignment of the within Lease to The City of Grand Junction is hereby given, on the express condition, however, that the assignor shall remain liable for the prompt payment of the rent and performance of the covenants on the part of the lessee as herein mentioned, and that no further assignment of said Lease or sub-letting of the premises or any part thereof shall be made without further written assent first had thereto.

Witness our hand and seal this 20th day of December 1966 Mark R. Schmidt and Leland A. Schmidt, a partnership doing business as Schmidt Brothers Building LESSOR'S ASSIGNMENT

In consideration of One Dollar to in hand paid, we hereby transfer, assign and set over to Charles A. Willsea and Mary Jewell Willsea and assigns our full interest in the within Lease, and the rent therein reserved.

Witness our hand and seal this 22nd day of December 1966 Mark R. Schmidt (SEAL) Leland A. Schmidt (SEAL) A partnership d/b/a SCHMIDT BROTHERS BUILDING

Vertical form with fields: FROM (Mark R. & Leland A. Schmidt to Downtown Parking Corp. for N 24 ft Lots 21 to 24 Blk 118), TO (Jan. 1, 1970 \$75 a mo.), Dated (12-20-1966), Expires, Monthly Installments, Day Due. Includes 'BUSINESS LEASE' and 'DOWNTOWN PARKING CORP LEASE' headers.

THIS INDENTURE, Made this 1st day of September, A. D. 19 64 between RAY H. SCHIESSWOHL the lessor and DOWNTOWN PARKING COMPANY, INC. the lessee;

WITNESSETH, That, in consideration of the payment of the rent and the keeping and performance of the covenants and agreements by the said lessee hereinafter set forth, the said lessor hereby lease unto the said lessee the following described premises, situate in the County of Mesa in the State of Colorado, to-wit: The North 25 feet of Lot 20, and all of Lot 21; Together with ingress and egress over the North 25 feet of Lot 19, and ingress and egress over the South 25 feet of Lot 20; all in Block 117, City of Grand Junction. That is to say--Lessee shall have the right to use the present driveways and exits as now in existence over said Lots 19 & 20. Lessor agrees to install a curb on the North end of Lot 21; as per our oral agreement.

TO HAVE AND TO HOLD the same with all the appurtenances unto the said lessee from twelve o'clock noon of the 10th day of September, A. D. 19 64, until twelve o'clock noon of the 10th day of September, A. D. 19 65, at and for a rental, for the full term aforesaid of Twelve Hundred & no/100ths (\$1200.00) dollars, payable in monthly installments of One Hundred & no/100ths (\$100.00) dollars per month,

in advance, on or before twelve o'clock noon, on the 10th day of each calendar month during said term at the office of Ray H. Schiesswohl, Box 1003, Grand Jct., Colorado, without notice,

And the said lessee in consideration of the leasing of said premises as aforesaid, covenant and agree as follows, to-wit:

To pay the rent for said premises as hereinabove provided; to keep the improvements upon said premises, including all sewer connections, plumbing, wiring, and glass, in good repair at the expense of said lessee, and at the expiration of this Lease to surrender and deliver up said premises in as good order and condition as when the same were entered upon, loss by fire, inevitable accident or ordinary wear excepted; to sublet no part of said premises, nor assign this Lease or any interest herein, without the written consent of the lessor; first being obtained; to use said premises for no purpose prohibited by the laws of the United States, or the State of Colorado, or the ordinances of the said City or Town of Grand Junction, and for no improper or questionable purpose whatsoever; to keep the sidewalks in front of and around said premises free from ice and snow, and said sidewalks and premises free from all litter, dirt, debris and obstructions; to keep said premises clean, and in the sanitary condition required by the ordinances and the health and police regulations of the said City or Town of Grand Junction; to neither permit nor suffer any disorderly conduct, noise or nuisance whatever about said premises having a tendency to annoy or disturb any persons occupying adjacent premises; to neither hold nor attempt to hold the lessor liable for any injury or damage, either proximate or remote, occurring through or caused by any repairs, alterations, injury or accident to adjacent premises or other parts of the above premises not herein demised, or by reason of the negligence or default of the owners or occupants thereof or any other person, nor liable for any injury or damage occasioned by defective electric wiring, or the breaking or stoppage of plumbing or sewerage upon said premises or upon adjacent premises, whether said breaking or stoppage results from freezing or otherwise; to neither permit nor suffer said premises, or the walls or floors thereof, to be endangered by overloading, nor said premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations or change in, upon, or about said premises without first obtaining written consent therefor; to permit the lessor to place a "For Rent" card upon said premises at any time after thirty days before the end of this Lease; to allow said lessor at any reasonable hour of the day to enter into or upon and go through and view said premises; to occupy the same as a parking lot.

It is agreed that all assessments for water rents that may be levied against said premises during the continuance of this Lease shall be paid by the said lessee, and that all charges for heating and lighting the said premises shall be paid by the said lessee as the same become due and payable and that in case said premises shall become untenable on account of damage by fire, flood or act of God, this Lease may be thereupon terminated by the said lessee;

It is further agreed that no assent, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach.

It is mutually agreed that if after the expiration of this Lease, the lessee shall remain in possession of said premises, and continue to pay rent without written agreement as to such possession, then such lessee shall be regarded as a tenant from month to month at a monthly rental, payable in advance, equivalent to the last monthly installment hereunder, and subject to all the terms and provisions of this lease.

It is further mutually agreed that in case said premises are left vacant and any part of the rent therein reserved be unpaid, then the lessor may, without in anywise being obliged so to do, and without terminating this Lease, retake possession of said premises, and rent the same for such rent and upon such conditions as the lessor may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and said lessee shall be liable for the balance of the rent herein reserved until the expiration of this term of this Lease.

IT IS EXPRESSLY UNDERSTOOD AND AGREED By and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be in arrears, or if default shall be made in any of the covenants or agreements herein contained, to be kept by the said lessee, it shall and may be lawful for the said lessor to declare said term ended, and enter into the said premises, or any part thereof, either with or without process of law, to re-enter, and the said lessee or any person or persons occupying the same, to expel, remove, and put out, using such force as may be necessary in so doing, without being liable to prosecution or in damages therefor, and the said premises again to repossess and enjoy, as in the first and former estate of the said lessor. And if at any time said term shall be ended as aforesaid or in any other way, the said lessee hereby covenant and agree to surrender and deliver up said premises peaceably to said lessor, immediately upon the termination of said term, and if the lessee shall remain in possession of the same after the termination thereof, said lessee shall be deemed guilty of a forcible detainer of said premises under the statute, hereby waiving all notice, and shall be subject to eviction and removal, forcibly or otherwise, with or without process of law, as above stated.

And it is further expressly understood and agreed that all the covenants and agreements in this Lease contained shall extend to and be binding upon, the heirs, executors, legal representatives and assigns of the respective parties hereto.

This Lease is made by and between the parties hereto with the express understanding and agreement that, in the event the lessee becomes insolvent, or is declared bankrupt, then, in either event, the lessor may declare this Lease ended, and all rights of lessee hereunder shall thereupon terminate and cease.

In consideration of One Dollar and other good and valuable considerations, Lessor gives Lessee an option to renew this lease for an additional year by giving Lessor 30 days' notice of its intention so to do.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST: [Signature] Secretary

[Signature] (SEAL) Ray H. Schiesswohl Lessor DOWNTOWN PARKING COMPANY, INC (SEAL) By: [Signature] (SEAL) President

GUARANTEE

For value received.....hereby guarantee the payment of the rent and the performance of the covenants and agreements by the lessee..... in the within Lease covenanted and agreed, in manner and form as in said Lease provided.

Witness.....hand.....and seal.....this.....day of....., A. D. 19.....

.....(SEAL)

.....(SEAL)

ASSIGNMENT AND ACCEPTANCE

For value received....., assignor..... hereby assign..... all.....right, title and interest in and to the within Lease unto....., assignee..... heirs and assigns, with the express understanding and agreement that the said assignor..... shall be and remain liable for the full payment of the rent reserved and the performance of all the covenants and agreements made in said Lease by the lessee..... therein named, and will pay said rent and fully perform said covenants and agreements in case said assignee..... shall fail so to do; and in consideration of this assignment the said assignee..... hereby assume..... and agree..... to make all the payments and perform all the covenants and agreements in said Lease contained, by the lessee..... therein agreed to be made and performed.

Witness.....hand.....and seal.....this.....day of....., A. D. 19.....

.....(SEAL)

.....(SEAL)

CONSENT OF ASSIGNMENT

Consent to the assignment of the within Lease to..... is hereby given, on the express condition, however, that the assignor..... shall remain liable for the prompt payment of the rent and performance of the covenants on the part of the lessee..... as herein mentioned, and that no further assignment of said Lease or sub-letting of the premises or any part thereof shall be made without further written assent first had thereto.

Witness.....hand.....and seal.....this.....day of....., A. D. 19.....

.....(SEAL)

LESSOR'S ASSIGNMENT

In consideration of One Dollar to.....in hand paid,hereby transfer, assign and set over to.....and assigns..... interest in the within Lease, and the rent therein reserved.

Witness.....hand.....and seal.....this.....day of....., A. D. 19.....

.....(SEAL)

.....(SEAL)

BUSINESS LEASE

FROM

Lessor

TO

Lessee

Dated.....

Expires.....

Monthly Installments.....

Day Due.....

THIS INDENTURE, Made this **23rd** day of **October** in the year of our Lord one thousand nine hundred and **sixty-four**, between

CHARLES A. WILLSEA and MARY JEWELL WILLSEA

of the first part, and

DOWNTOWN PARKING COMPANY, INC.

of the second part,

WITNESSETH, That the said part ~~ies~~ **les** of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said part **y** of the second part, ~~its~~ **its successors & assigns** ~~executors and administrators~~, hereby lease unto the said part **y** of the second part, all those premises situate, lying and being in **Grand Junction** County of **Mesa** and State of Colorado, known and described as follows, to-wit:

Lots 25 to 28 inclusive, in Block 118, City of Grand Junction.

Said property is to be used for public parking facilities and Lessee is given the right to install parking meters, wheel stops and signs and to do other related work to prepare said property for said parking facilities.

IT IS MUTUALLY AGREED that in the event first parties desire to use the foregoing property for their own use and business, they may cancel this lease by giving second party 90 days' notice in writing of such intention to terminate.

Permission is hereby given to second party to raze the building at its own expense, that is now situate on said Lot 25. The bricks from said building shall become the property of second party and the remaining portion of said building belongs to first parties in the event they desire the same.

IT IS MUTUALLY AGREED between the parties hereto that this lease shall take effect when the lease with the City of Grand Junction concerning Lots 26 to 28 inclusive, in said Block 118, is cancelled.

TO HAVE AND TO HOLD, The above described premises, with the appurtenances, unto the said part **y** of the second part, ~~its successors & assigns~~ **its successors & assigns** ~~executors and administrators~~, from twelve o'clock noon of the **1st** day of **November**, in the year of our Lord one thousand nine hundred and **sixty-four**, until twelve o'clock noon of the **1st** day of **November** in the year of our Lord one thousand nine hundred and **sixty-seven**. And the said part **y** of the

second part, in consideration of the leasing of the premises aforesaid, by the said part **ies** of the first part to the said part **y** of the second part, covenant **s** and agree **s** with the said part **ies** of the first part, **their**, heirs, executors, administrators and assigns, to pay to the said part **ies** of the first part, as rent for said premises the total sum of **Thirteen Thousand Six Hundred Eighty (\$13,680.00)** DOLLARS, said sum to be paid in **monthly** installments of **\$380.00** DOLLARS each, which installments are to be paid **monthly** in advance until the whole of said total sum shall have been paid.

And the said part **y** of the second part further covenant **s** with the said part **ies** of the first part, that the said second part **y** ha **s** received said premises in good order and condition, and will keep the same in good repair during said term at **its** own expense, and at the expiration of the term of this lease will yield up said premises to the said part **ies** of the first part, in as good order and condition as when the same were entered upon by the said part **y** of the second part, loss by fire, flood, act of God, inevitable accident and ordinary wear excepted.

AND IT IS AGREED, By the said part **y** of the second part, that neither **it** nor **its** legal representatives will underlet said premises, or any part thereof, or assign this lease, without the written assent of the said part **ies** of the first part, first had and obtained thereto, and that **it** will not use or permit the said premises to be used for any purpose prohibited by the laws of the United States, or of the State of Colorado, or **Ordinances of the City of Grand Junction.**

AND IT IS FURTHER AGREED, That in case said premises should become untenable on account of damage by fire, flood or act of God, this lease may be thereupon terminated by the part **y** of the second part.

AND IT IS MUTUALLY AGREED, That if after the expiration of the term of this lease by limitation of time, the part **y** of the second part shall remain in possession of said premises and continue to pay rent without a written agreement as to such possession, then **it** shall be regarded as a tenant from month to month at a monthly rental, payable in advance, equivalent to the last month's rent hereunder.

AND IT IS FURTHER MUTUALLY AGREED, That in case said premises are left vacant and any part of the rent herein reserved be unpaid, then the part **ies** of the first part may, without in anywise being obligated so to do and without terminating this lease, retake possession of said premises and rent the same for such rent and upon such conditions as **they** may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received, less all expenses of such changes and repairs, and said party of the second part shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.

AND IT IS EXPRESSLY UNDERSTOOD AND AGREED, By and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be in arrears, or if default shall be made in any of the covenants or agreements herein contained, to be kept by said part **y** of the second part, **its successors & assigns** ~~and administrators~~, it shall and may be lawful for the said part **ies** of the first part, **their** heirs, executors, administrators, agents, attorney or assigns, at **their** election, to declare said term ended, and into the said premises, or any part thereof, either with or without process of law, to re-enter, without demand for said rent or notice of said election, and the said part **y** of the second part, or any other person or persons occupying the same, to expel, remove and put out, using such force as may be necessary in so doing, without being liable to prosecution or in damages therefor, and the said premises again to repossess and enjoy, as in **its** first and former estate. And if at any time said term shall be ended as aforesaid, or in any other way, the said part **y** of the second part, for **it, its successors & assigns** ~~and administrators~~, hereby covenant **s** and agree **s** to surrender and deliver up said premises peaceable to said part **ies** of the first part, **their** heirs, executors, administrators, agent, attorney, or assigns, immediately upon the termination of said term, and if possession thereof shall be retained after any such termination thereof, such retention shall be deemed to be subject to eviction and removal, forcibly or otherwise, with or without process of law, as above stated.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals the day and year first above written.

Attest: *[Signature]*
Secretary

[Signature] [SEAL]
Charles A. Willsea
[Signature] [SEAL]
Mary Jewel Willsea LESSORS
DOWNTOWN PARKING COMPANY, INC. [SEAL]
By _____
President
LESSEE

G U A R A N T E E

For value received hereby guarantee the payment of the rent and the performance of the covenants and agreements by the part of the second part in the within Lease covenanted and agreed, in manner and form as in Lease provided.

Witness hand and seal this day of , A. D. 19

.....[SEAL]

.....[SEAL]

A S S I G N M E N T A N D A C C E P T A N C E

For value received , assignor , hereby assign all right, title and interest in and to the within Lease unto assignee, heirs and assigns, with the express understanding and agreement that the said assignor shall be and remain liable for the full payment of the rent reserved and the performance of all the covenants and agreements made in said Lease by the part of the second part therein named, and will pay said rent and fully perform said covenants and agreements in case said assignee shall fail so to do; and in consideration of this assignment the said assignee hereby assume and agree to make all the payments and perform all the covenants and agreements in said Lease contained, by the part of the second part therein agreed to be made and performed.

Witness hand and seal this day of , A. D. 19

.....[SEAL]

.....[SEAL]

C O N S E N T A N D A S S I G N M E N T

Consent to the assignment of the within Lease to is hereby given, on the express condition, however, that the assignor shall remain liable for the prompt payment of the rent and performance of the covenants on the part of the second party as therein mentioned, and that no further assignment of said Lease or sub-letting of the premises or any part thereof shall be made without further written assent first had thereto.

Witness hand and seal this day of , A. D. 19

.....[SEAL]

L E S S O R ' S A S S I G N M E N T

In consideration of One Dollar, to in hand paid, hereby transfer, assign and set over to and assigns interest in the within Lease, and the rent therein reserved.

Witness hand and seal this day of , A. D. 19

.....[SEAL]

.....[SEAL]

THIS INDENTURE, Made this 23rd day of October, A. D. 1964, between MARK R. SCHMIDT and LELAND A. SCHMIDT, a Partnership doing business as SCHMIDT BROTHERS BUILDING, Lessors, DOWNTOWN PARKING COMPANY, INC. the lessee;

WITNESSETH, That, in consideration of the payment of the rent and the keeping and performance of the covenants and agreements by the said lessee hereinafter set forth, the said lessor S. hereby lease unto the said lessee the following described premises, situate in the County of Mesa in the State of Colorado, to-wit: The North 25 feet of Lots 21 to 24 inclusive, in Block 118, City of Grand Junction;

TO HAVE AND TO HOLD the same with all the appurtenances unto the said lessee from twelve o'clock noon of the 1st day of December, A. D. 1964, until twelve o'clock noon of the 1st day of December, A. D. 1966, at and for a rental, for the full term aforesaid of \$1,800.00 in monthly installments of \$75.00 dollars per month,

Handwritten initials

in advance, on or before twelve o'clock noon, on the day of each calendar month during said term at the office of Leland A. Schmidt, 521 Main, Grand Jct., Colorado, without notice, (The rent is to commence as soon as the City can prepare the above property for parking facilities and install meters on same)

And the said lessee in consideration of the leasing of said premises as aforesaid, covenant S. and agree S. as follows, to-wit:

To pay the rent for said premises as hereinabove provided; to keep the improvements upon said premises, including all sewer connections, plumbing, wiring, and glass, in good repair at the expense of said lessee; and at the expiration of this Lease to surrender and deliver up said premises in as good order and condition as when the same were entered upon, loss by fire, inevitable accident or ordinary wear excepted; to sublet no part of said premises, nor assign this Lease or any interest herein, without the written consent of the lessor S. first being obtained; to use said premises for no purpose prohibited by the laws of the United States, or the State of Colorado, or the ordinances of the said City or Town of Grand Junction; and for no improper or questionable purpose whatsoever; to keep the sidewalks in front of and around said premises free from ice and snow, and said sidewalks and premises free from all litter, dirt, debris and obstructions; to keep said premises clean, and in the sanitary condition required by the ordinances and the health and police regulations of the said City or Town of Grand Junction; to neither permit nor suffer any disorderly conduct, noise or nuisance whatever about said premises having a tendency to annoy or disturb any persons occupying adjacent premises; to neither hold nor attempt to hold the lessor S. liable for any injury or damage, either proximate or remote, occurring through or caused by any repairs, alterations, injury or accident to adjacent premises or other parts of the above premises not herein demised, or by reason of the negligence or default of the owners or occupants thereof or any other person, nor liable for any injury or damage occasioned by defective electric wiring, or the breaking or stoppage of plumbing or sewerage upon said premises or upon adjacent premises, whether said breaking or stoppage results from freezing or otherwise; to neither permit nor suffer said premises, or the walls or floors thereof, to be endangered by overloading, nor said premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations or change in, upon, or about said premises without first obtaining written consent therefor; to permit the lessor S. to place a "For Rent" card upon said premises at any time after thirty days before the end of this Lease; to allow said lessor S. at any reasonable hour of the day to enter into or upon and go through and view said premises; to occupy the same as public parking facilities.

It is agreed that all assessments for water rents that may be levied against said premises during the continuance of this Lease shall be paid by the said lessors and that all charges for heating and lighting the said premises shall be paid by the said lessee as the same become due and payable and that in case said premises shall become untenable on account of damage by fire, flood or act of God, this Lease may be thereupon terminated by the said lessee;

It is further agreed that no assent, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach.

It is mutually agreed that if after the expiration of this Lease, the lessee shall remain in possession of said premises, and continue to pay rent without written agreement as to such possession, then such lessee shall be regarded as a tenant from month to month at a monthly rental, payable in advance, equivalent to the last monthly installment hereunder, and subject to all the terms and provisions of this lease.

It is further mutually agreed that in case said premises are left vacant and any part of the rent therein reserved be unpaid, then the lessor S. may, without in anywise being obliged so to do, and without terminating this Lease, retake possession of said premises, and rent the same for such rent and upon such conditions as the lessor S. may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and said lessee shall be liable for the balance of the rent herein reserved until the expiration of the term of this Lease.

IT IS EXPRESSLY UNDERSTOOD AND AGREED By and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be in arrears, or if default shall be made in any of the covenants or agreements herein contained, to be kept by the said lessee, it shall and may be lawful for the said lessor S. to declare said term ended, and enter into the said premises, or any part thereof, either with or without process of law, to re-enter, and the said lessee or any person or persons occupying the same, to expel, remove, and put out, using such force as may be necessary in so doing, without being liable to prosecution or in damages therefor, and the said premises again to repossess and enjoy, as in the first and former estate of the said lessor S. And if at any time said term shall be ended as aforesaid or in any other way, the said lessee hereby covenant S. and agree S. to surrender and deliver up said premises peaceably to said lessor S. immediately upon the termination of said term, and if the lessee shall remain in possession of the same after the termination thereof, said lessee shall be deemed guilty of a forcible detainer of said premises under the statute, hereby waiving all notice, and shall be subject to eviction and removal, forcibly or otherwise, with or without process of law, as above stated.

And it is further expressly understood and agreed that all the covenants and agreements in this Lease contained shall extend to and be binding upon, the heirs, executors, legal representatives and assigns of the respective parties hereto.

This Lease is made by and between the parties hereto with the express understanding and agreement that, in the event the lessee becomes insolvent, or is declared bankrupt, then, in either event, the lessor may declare this Lease ended, and all rights of lessee hereunder shall thereupon terminate and cease.

Lessee shall have the right to renew this lease for a period of 2 years for the 1st option; an additional period of 2 years for the 2nd option; and an additional period of 2 years for the 3rd option. Lessee shall give Lessors 60 days notice before the expiration of each basic term if it desires to exercise any of the above options.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

DOWNTOWN PARKING COMPANY, INC.
By *[Signature]*
President

ATTEST: *[Signature]*
Secretary LESSEE

[Signature] (SEAL)
Mark R. Schmidt
[Signature] (SEAL)
Leland A. Schmidt
A partnership d/b/a Schmidt Brothers Building (SEAL)
LESSOR

GUARANTEE

For value received.....hereby guarantee the payment of the rent and the performance of the covenants and agreements by the lessee..... in the within Lease covenanted and agreed, in manner and form as in said Lease provided.

Witness.....hand.....and seal.....this.....day of....., A. D. 19.....

.....(SEAL)

.....(SEAL)

ASSIGNMENT AND ACCEPTANCE

For value received....., assignor..... hereby assign..... all..... right, title and interest in and to the within Lease unto....., assignee..... heirs and assigns, with the express understanding and agreement that the said assignor..... shall be and remain liable for the full payment of the rent reserved and the performance of all the covenants and agreements made in said Lease by the lessee..... therein named, and will pay said rent and fully perform said covenants and agreements in case said assignee..... shall fail so to do; and in consideration of this assignment the said assignee..... hereby assume..... and agree..... to make all the payments and perform all the covenants and agreements in said Lease contained, by the lessee..... therein agreed to be made and performed.

Witness.....hand.....and seal.....this.....day of....., A. D. 19.....

.....(SEAL)

.....(SEAL)

CONSENT OF ASSIGNMENT

Consent to the assignment of the within Lease to..... is hereby given, on the express condition, however, that the assignor..... shall remain liable for the prompt payment of the rent and performance of the covenants on the part of the lessee..... as herein mentioned, and that no further assignment of said Lease or sub-letting of the premises or any part thereof shall be made without further written assent first had thereto.

Witness.....hand.....and seal.....this.....day of....., A. D. 19.....

.....(SEAL)

LESSOR'S ASSIGNMENT

In consideration of One Dollar to.....in hand paid,hereby transfer, assign and set over to.....and assigns.....interest in the within Lease, and the rent therein reserved.

Witness.....hand.....and seal.....this.....day of....., A. D. 19.....

.....(SEAL)

.....(SEAL)

BUSINESS LEASE

FROM

Lessor.....

TO

Lessee.....

Dated.....

Expires.....

Monthly Installments.....

Day Due.....

THIS INDENTURE, Made this 1st day of November, A. D. 1964, between DOWNTOWN PARKING COMPANY, INC. the lessor and CITY OF GRAND JUNCTION, COLORADO the lessee;

WITNESSETH, That, in consideration of the payment of the rent and the keeping and performance of the covenants and agreements by the said lessee hereinafter set forth, the said lessor hereby lease unto the said lessee the following described premises, situate in the County of Mesa in the State of Colorado, to-wit:

Lots 22 to 26 inclusive, in Block 117, City of Grand Junction;

TO HAVE AND TO HOLD the same with all the appurtenances unto the said lessee from twelve o'clock noon of the 1st day of November, A. D. 1964, until twelve o'clock noon of the 1st day of November, A. D. 1966, at and for a rental, for the full term aforesaid of all revenues from the above described parking facilities, payable in monthly installments of _____ dollars per month,

in advance, on or before twelve o'clock noon, on the _____ day of each calendar month during said term at the office of Amos L. Raso, 451 Rood Ave., Grand Jct., Colorado, without notice,

And the said lessee in consideration of the leasing of said premises as aforesaid, covenant and agree as follows, to-wit:

To pay the rent for said premises as hereinabove provided; to keep the improvements upon said premises, including all sewer connections, plumbing, wiring, and glass, in good repair at the expense of said lessee, and at the expiration of this Lease to surrender and deliver up said premises in as good order and condition as when the same were entered upon, loss by fire, inevitable accident or ordinary wear excepted; to sublet no part of said premises, nor assign this Lease or any interest herein, without the written consent of the lessor; first being obtained; to use said premises for no purpose prohibited by the laws of the United States, or the State of Colorado, or the ordinances of the said City or Town of Grand Junction; and for no improper or questionable purpose whatsoever; to keep the sidewalks in front of and around said premises free from ice and snow, and said sidewalks and premises free from all litter, dirt, debris and obstructions; to keep said premises clean, and in the sanitary condition required by the ordinances and the health and police regulations of the said City or Town of Grand Junction; to neither permit nor suffer any disorderly conduct, noise or nuisance whatever about said premises having a tendency to annoy or disturb any persons occupying adjacent premises; to neither hold nor attempt to hold the lessor liable for any injury or damage, either proximate or remote, occurring through or caused by any repairs, alterations, injury or accident to adjacent premises or other parts of the above premises not herein demised, or by reason of the negligence or default of the owners or occupants thereof or any other person, nor liable for any injury or damage occasioned by defective electric wiring, or the breaking or stoppage of plumbing or sewerage upon said premises or upon adjacent premises, whether said breaking or stoppage results from freezing or otherwise; to neither permit nor suffer said premises, or the walls or floors thereof, to be endangered by overloading, nor said premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations or change in, upon, or about said premises without first obtaining written consent therefor; to permit the lessor to place a "For Rent" card upon said premises at any time after thirty days before the end of this Lease; to allow said lessor at any reasonable hour of the day to enter into or upon and go through and view said premises; to occupy the same as a parking lot.

It is agreed that all assessments for water rents that may be levied against said premises during the continuance of this Lease shall be paid by the said lessor, and that all charges for heating and lighting the said premises shall be paid by the said lessee as the same become due and payable and that in case said premises shall become untenable on account of damage by fire, flood or act of God, this Lease may be thereupon terminated by the said lessee;

It is further agreed that no assent, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach.

It is mutually agreed that if after the expiration of this Lease, the lessee shall remain in possession of said premises, and continue to pay rent without written agreement as to such possession, then such lessee shall be regarded as a tenant from month to month at a monthly rental, payable in advance, equivalent to the last monthly installment hereunder, and subject to all the terms and provisions of this lease.

It is further mutually agreed that in case said premises are left vacant and any part of the rent therein reserved be unpaid, then the lessor may, without in anywise being obliged so to do, and without terminating this Lease, retake possession of said premises, and rent the same for such rent and upon such conditions as the lessor may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and said lessee shall be liable for the balance of the rent herein reserved until the expiration of this Lease.

IT IS EXPRESSLY UNDERSTOOD AND AGREED By and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be in arrears, or if default shall be made in any of the covenants or agreements herein contained, to be kept by the said lessee, it shall and may be lawful for the said lessor to declare said term ended, and enter into the said premises, or any part thereof, either with or without process of law, to re-enter, and the said lessee or any person or persons occupying the same, to expel, remove, and put out, using such force as may be necessary in so doing, without being liable to prosecution or in damages therefor, and the said premises again to repossess and enjoy, as in the first and former estate of the said lessor. And if at any time said term shall be ended as aforesaid or in any other way, the said lessee hereby covenant and agree to surrender and deliver up said premises peaceably to said lessor, immediately upon the termination of said term, and if the lessee shall remain in possession of the same after the termination thereof, said lessee shall be deemed guilty of a forcible detainer of said premises under the statute, hereby waiving all notice, and shall be subject to eviction and removal, forcibly or otherwise, with or without process of law, as above stated.

And it is further expressly understood and agreed that all the covenants and agreements in this Lease contained shall extend to and be binding upon, the heirs, executors, legal representatives and assigns of the respective parties hereto.

This Lease is made by and between the parties hereto with the express understanding and agreement that, in the event the lessee becomes insolvent, or is declared bankrupt, then, in either event, the lessor may declare this Lease ended, and all rights of lessee hereunder shall thereupon terminate and cease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Attest: Amos L. Raso
Secretary

DOWNTOWN PARKING COMPANY, INC. (SEAL)
By John J. ... (SEAL)
President LESSOR
CITY OF GRAND JUNCTION (SEAL)
By _____
LESSEE

GUARANTEE

For value received.....hereby guarantee the payment of the rent and the performance of the cove-
nants and agreements by the lessee..... in the within Lease covenanted and agreed, in manner and form as in said
Lease provided.

Witness.....hand.....and seal.....this.....day of....., A. D. 19.....

.....(SEAL)

.....(SEAL)

ASSIGNMENT AND ACCEPTANCE

For value received....., assignor.....
hereby assign..... all.....right, title and interest in and to the within Lease unto.....
....., assignee.....heirs and assigns, with the express
understanding and agreement that the said assignor..... shall be and remain liable for the full payment of the rent
reserved and the performance of all the covenants and agreements made in said Lease by the lessee..... therein
named, and will pay said rent and fully perform said covenants and agreements in case said assignee..... shall fail
so to do; and in consideration of this assignment the said assignee..... hereby assume..... and agree..... to make all
the payments and perform all the covenants and agreements in said Lease contained, by the lessee..... therein
agreed to be made and performed.

Witness.....hand.....and seal.....this.....day of....., A. D. 19.....

.....(SEAL)

.....(SEAL)

CONSENT OF ASSIGNMENT

Consent to the assignment of the within Lease to.....
is hereby given, on the express condition, however, that the assignor..... shall remain liable for the prompt pay-
ment of the rent and performance of the covenants on the part of the lessee..... as herein mentioned, and that no
further assignment of said Lease or sub-letting of the premises or any part thereof shall be made without further
written assent first had thereto.

Witness.....hand.....and seal.....this.....day of....., A. D. 19.....

.....(SEAL)

LESSOR'S ASSIGNMENT

In consideration of One Dollar to.....in hand paid,hereby transfer, assign
and set over to.....and assigns
.....interest in the within Lease, and the rent therein reserved.

Witness.....hand.....and seal.....this.....day of....., A. D. 19.....

.....(SEAL)

.....(SEAL)

BUSINESS LEASE	FROM	TO	Dated.....	Expires.....	Monthly Installments.....	Day Due.....
	Lessor.....	Lessee.....				

THIS INDENTURE, Made this 1st day of November, A. D. 1964, between CARL J. B. PURCELL and MARGARET M. GOLDEN individually and as Trustees under the Will of Mary Louise Purcell, Deceased, and THOMAS J. GOLDEN and GERALD CARL GOLDEN, LESSORS and DOWNTOWN PARKING COMPANY, INC. the lessee.....;

WITNESSETH, That, in consideration of the payment of the rent and the keeping and performance of the covenants and agreements by the said lessee..... hereinafter set forth, the said lessor..... hereby lease..... unto the said lessee..... the following described premises, situate in the County of Mesa in the State of Colorado, to-wit: Lot 29 in Block 118 of the City of Grand Junction;

TO HAVE AND TO HOLD the same with all the appurtenances unto the said lessee..... from twelve o'clock noon of the 1st day of November, A. D. 1964, until twelve o'clock noon of the 1st day of November, A. D. 1967, at and for a rental, for the full term aforesaid of Two Thousand Seven Hundred & no/100ths (\$2,700.00) dollars, payable in monthly installments of Seventy-five (\$75.00) dollars per month,

in advance, on or before twelve o'clock noon, on the 1st day of each calendar month during said term at the office of Grand Junction, Colorado, without notice,

And the said lessee..... in consideration of the leasing of said premises as aforesaid, covenant..... and agree..... as follows, to-wit:

To pay the rent for said premises as hereinabove provided; to keep the improvements upon said premises, including all sewer connections, plumbing, wiring, and glass, in good repair at the expense of said lessee....., and at the expiration of this Lease to surrender and deliver up said premises in as good order and condition as when the same were entered upon, loss by fire, inevitable accident or ordinary wear excepted; to sublet no part of said premises, nor assign this Lease or any interest herein, without the written consent of the lessor..... first being obtained; to use said premises for no purpose prohibited by the laws of the United States, or the State of Colorado, or the ordinances of the said City or Town of Grand Junction; and for no improper or questionable purpose whatsoever; to keep the sidewalks in front of and around said premises free from ice and snow, and said sidewalks and premises free from all litter, dirt, debris and obstructions; to keep said premises clean, and in the sanitary condition required by the ordinances and the health and police regulations of the said City or Town of Grand Junction; to neither permit nor suffer any disorderly conduct, noise or nuisance whatever about said premises having a tendency to annoy or disturb any persons occupying adjacent premises; to neither hold nor attempt to hold the lessor..... liable for any injury or damage, either proximate or remote, occurring through or caused by any repairs, alterations, injury or accident to adjacent premises or other parts of the above premises not herein demised, or by reason of the negligence or default of the owners or occupants thereof or any other person, nor liable for any injury or damage occasioned by defective electric wiring, or the breaking or stoppage of plumbing or sewerage upon said premises or upon adjacent premises, whether said breaking or stoppage results from freezing or otherwise; to neither permit nor suffer said premises, or the walls or floors thereof, to be endangered by overloading, nor said premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations or change in, upon, or about said premises without first obtaining written consent therefor; to permit the lessor..... to place a "For Rent" card upon said premises at any time after thirty days before the end of this Lease; to allow said lessor..... at any reasonable hour of the day to enter into or upon and go through and view said premises; to occupy the same as.....

It is agreed that all assessments for water rents that may be levied against said premises during the continuance of this Lease shall be paid by the said lessor..... and that all charges for heating and lighting the said premises shall be paid by the said lessee..... as the same become due and payable and that in case said premises shall become untenable on account of damage by fire, flood or act of God, this Lease may be thereupon terminated by the said lessee.....;

It is further agreed that no assent, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach.

It is mutually agreed that if after the expiration of this Lease, the lessee..... shall remain in possession of said premises, and continue to pay rent without written agreement as to such possession, then such lessee..... shall be regarded as a tenant from month to month at a monthly rental, payable in advance, equivalent to the last monthly installment hereunder, and subject to all the terms and provisions of this lease.

It is further mutually agreed that in case said premises are left vacant and any part of the rent therein reserved be unpaid, then the lessor..... may, without in anywise being obliged so to do, and without terminating this Lease, retake possession of said premises, and rent the same for such rent and upon such conditions as the lessor..... may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and said lessee..... shall be liable for the balance of the rent herein reserved until the expiration of the term of this Lease.

IT IS EXPRESSLY UNDERSTOOD AND AGREED By and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be in arrears, or if default shall be made in any of the covenants or agreements herein contained, to be kept by the said lessee....., it shall and may be lawful for the said lessor..... to declare said term ended, and enter into the said premises, or any part thereof, either with or without process of law, to re-enter, and the said lessee..... or any person or persons occupying the same, to expel, remove, and put out, using such force as may be necessary in so doing, without being liable to prosecution or in damages therefor, and the said premises again to repossess and enjoy, as in the first and former estate of the said lessor..... And if at any time said term shall be ended as aforesaid or in any other way, the said lessee..... hereby covenant..... and agree..... to surrender and deliver up said premises peaceably to said lessor....., immediately upon the termination of said term, and if the lessee..... shall remain in possession of the same after the termination thereof, said lessee..... shall be deemed guilty of a forcible detainer of said premises under the statute, hereby waiving all notice, and shall be subject to eviction and removal, forcibly or otherwise, with or without process of law, as above stated.

And it is further expressly understood and agreed that all the covenants and agreements in this Lease contained shall extend to and be binding upon, the heirs, executors, legal representatives and assigns of the respective parties hereto.

This Lease is made by and between the parties hereto with the express understanding and agreement that, in the event the lessee becomes insolvent, or is declared bankrupt, then, in either event, the lessor may declare this Lease ended, and all rights of lessee hereunder shall thereupon terminate and cease. Lessee shall have the right to renew this lease for an additional two years on the same terms and conditions as outlined herein, by giving Lessors 60 days notice before the expiration of this lease of its intention to renew.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above
DOWNTOWN PARKING COMPANY, INC.
By [Signature] President
ATTEST: [Signature] Secretary
LESSOR
Carl J. B. Purcell
Margaret M. Golden (SEAL)
Thomas J. Golden (SEAL)
Gerald Carl Golden (SEAL)
LESSORS

GUARANTEE

For value received.....hereby guarantee the payment of the rent and the performance of the cove-
nants and agreements by the lessee..... in the within Lease covenanted and agreed, in manner and form as in said
Lease provided.

Witness.....hand.....and seal.....this.....day of....., A. D. 19.....
.....(SEAL)
.....(SEAL)

ASSIGNMENT AND ACCEPTANCE

For value received....., assignor.....
hereby assign..... all.....right, title and interest in and to the within Lease unto.....
....., assignee.....heirs and assigns, with the express
understanding and agreement that the said assignor..... shall be and remain liable for the full payment of the rent
reserved and the performance of all the covenants and agreements made in said Lease by the lessee..... therein
named, and will pay said rent and fully perform said covenants and agreements in case said assignee..... shall fail
so to do; and in consideration of this assignment the said assignee..... hereby assume..... and agree..... to make all
the payments and perform all the covenants and agreements in said Lease contained, by the lessee..... therein
agreed to be made and performed.

Witness.....hand.....and seal.....this.....day of....., A. D. 19.....
.....(SEAL)
.....(SEAL)

CONSENT OF ASSIGNMENT

Consent to the assignment of the within Lease to.....
is hereby given, on the express condition, however, that the assignor..... shall remain liable for the prompt pay-
ment of the rent and performance of the covenants on the part of the lessee..... as herein mentioned, and that no
further assignment of said Lease or sub-letting of the premises or any part thereof shall be made without further
written assent first had thereto.

Witness.....hand.....and seal.....this.....day of....., A. D. 19.....
.....(SEAL)

LESSOR'S ASSIGNMENT

In consideration of One Dollar to.....in hand paid,hereby transfer, assign
and set over to.....and assigns
.....interest in the within Lease, and the rent therein reserved.

Witness.....hand.....and seal.....this.....day of....., A. D. 19.....
.....(SEAL)
.....(SEAL)

BUSINESS LEASE	FROM	TO	Dated.....	Expires.....	Monthly Installments.....	Day Due.....
	Lessor.....	Lessee.....				

ADDENDUM TO AGREEMENT

This Addendum to that certain Agreement, dated the 3rd day of December, 1964, and in which the parties hereto are also parties, is entered into this 6th day of December, 1967, by and between DOWNTOWN PARKING COMPANY, INC., a Colorado corporation, hereinafter referred to as "Corporation", and the CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, hereinafter referred to as "City",

WITNESSETH:

1. It is agreed that the Corporation shall purchase the following property within the City, to-wit:

Parcel No. 1. - Lots 11 to 15, inclusive, in Block 116 in the City of Grand Junction, according to the recorded plat thereof; 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 Mesa County Colorado,

x

Parcel No. 2. - The East 71.95 feet of Lots 16 to 20 inclusive in Block 105, Grand Junction, Colorado, EXCEPT the North 30 feet thereof, Mesa County, Colorado,

the purchase price for Parcel 1 being \$20,000.00 and for Parcel 2 the sum of \$18,000.00.

2. That said Lots, when purchased, shall be come subject to the terms and conditions of the basic Agreement referred to, as such terms and conditions are applicable, and this Addendum shall be attached to said original Agreement and become a part thereof.

3. That the revenues from the parking meters on the various lots, including those lots covered by the basic Agreement, shall be credited, in accordance with the terms of the basic Agreement, to the lots from which collected; while the monies paid to the Corporation which are Shopping

Park meter revenues shall be credited 50% to the lease and purchase of the lots in the original Agreement, 25% to Parcel 1 herein and 25% to Parcel 2 herein, the same to be credited in accordance with the terms of the original Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

Robert Ross
Secretary

DOWNTOWN PARKING COMPANY, INC.

By *Robert G. Stewart*
President

CITY OF GRAND JUNCTION

ATTEST:

John C. Johnson
City Clerk

By *Ray C. Macnam*
President of the Council