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.
- 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:	By John Sellient
Secretary	
ATTEST:	CITY OF GRAND JUNCTION
La Combanda	President of the Council
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 and 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.
- 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

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.

DOWNTOWN PARKING COMPANY, INC.

ATTEST:

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BY:

President

ATTEST:

CITY OF GRAND JUNCTION

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BY:

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

ATTEST:

CITY OF GRAND JUNCTION

President of the Council

ATTEST:

ockhart

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:

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.

Charl	es A	. Willsea	, Lessor	
		ALCO STATE	, .	٠,,
Mary	Jewe]	l Willsea	, Lessor	

DOWNTOWN PARKING COMPANY, INC., Lessee

Attest: Amos L. Raso, Secretary

Leland Schmidt, President

Approved:

THE CITY OF GRAND JUNCTION

(SEA

THIS INDENTURE, Made this 20th day of	December , 19 66,
between Mark R. Schmidt and Leland A	Schmidt, a Partner-
ship doing business as Schmidt Bro	
Downtown Parking Company, Inc.	
covenants and agreements by the said lesseehereinaf	nt of the rent and the keeping and performance of the
the said lesseethe following described premises, situa	·
in the State of Colorado, to wit: The North 25 f	
	ion.
	rtenances unto the said lesseefrom twelve o'clock noon
of the lst day of January day of January 19 70, at and for a r	
Twenty-Seven Hundred and no	2/100 dollars, payable
in monthly installments ofSeventy-F	ive and no/100 dollars per month
	- Contain per month,
in advance, on or before twelve o'clock noon, on the	
at the office of Leland A. Schmidt, 521 M	•
	7.
And the said lessee in consideration of the leasing of	said premises as aforesaid, covenant
follows. to wit:	
To pay the rent for said premises as hereinabove provided sewer connections, plumbing, wiring, and glass, in good repair this Lease to surrender and deliver up said premises in as goo loss by fire, inevitable accident or ordinary wear excepted; to	at the expense of said lessee, and at the expiration of od order and condition as when the same were entered upon,
hibited by the laws of the United States, or the State of Colorade JUNCTION around said premises free from ice and snow, and said sidewalks to keep said premises clean and in the sanitary, condition requirements the said City or Town of Grand Junction unisance whatever about said premises having a tendency to a	o, or the ordinances of the said City or Town of UTANG
around said premises free from ice and snow, and said sidewalks to keep said premises cleap and in the sanitary condition requir	and premises free from all litter, dirt, debris and obstructions; ed by the ordinances and the health and police regulations of
the said City or Town of GERIA JUNE LION nuisance whatever about said premises having a tendency to a	.; to neither permit nor suffer any disorderly conduct, noise or nnoy or disturb any persons occupying adjacent premises; to
or caused by any repairs, alterations, injury or accident to adja demised, or by reason of the negligence or default of the owner injury or damage occasioned by defective electric wiring, or tyremises or upon adjacent premises, whether said breaking or nor suffer said premises, or the walls or floors thereof, to be en	s or occupants thereof or any other person, nor liable for any he breaking or stoppage of plumbing or sewerage upon said stoppage results from freezing or otherwise; to neither powers
nor suffer said premises, or the walls or floors thereof, to be enpurpose which would render the insurance thereon void or the	dangered by overloading, nor said premises to be used for any insurance risk more hazardous, nor make any alterations or
change in. upon, or about said premises without first obtaining "For Rent" card upon said premises at any time after thirty da	written consent therefor; to permit the lessorto place a
any reasonable hour of the day to enter into or upon and go thro	ough and view said premises; to occupy the same as
nublic 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 less EC and that all charges is said lesseeas the same become due and payable and tha	t in case said premises shall become stenantable on account
of damage by fire, flood or act of God, this Lease may be thereup. It is further agreed that no assent, expressed or implied, to	
It is further agreed that no assent, expressed or implied, to hereof shall be deemed or taken to be a waiver of any succeeding. It is mutually agreed that if after the expiration of this Lea	se, the lessee shall remain in possession of said premises
and continue to pay rent without written agreement as to such a from month to month at a monthly rental, payable in advance subject to all the terms and provisions of this Lease.	possession, then such lesseeshall be regarded as a tenant be, equivalent to the last monthly installment hereunder, and
It is further mutually agreed that in case said premises a	are left vacant and any part of the rent therein reserved be
unpaid, then the lessorSmay, without in anywise being oblig sion of said premises, and rent the same for such rent and up	ed so to do, and without terminating this Lease, retake posses-
sion of said premises, and rent the same for such rent and up such changes and repairs as may be required, giving credit for th and repairs, and said lesseeshall be liable for the balanc	
of this Lease.	·
IT IS EXPRESSLY UNDERSTOOD AND AGREED By and or any part thereof, shall be in arrears, or if default shall be r to be kept by the said lessee, it shall and may be lawful for	nade in any of the covenants or agreements herein contained, the said lessor
the said premises, or any part thereof, either with or without pro or persons occupying the same, to expel, remove, and put out, us liable to prosecution or in damages therefor, and the said prem	cess of law, to re-enter, and the said lesseeor any person sing such force as may be necessary in so doing, without being
liable to prosecution or in damages therefor, and the said premestate of the said lessor. S And if at any time said term shall	tises again to repossess and enjoy, as in the first and former be ended as aforesaid or in any other way, the said lessee
hereby covenant	said premises peaceably to said lessor
the termination of said term, and if the losseeshall remailesseeshall be deemed guilty of a forcible detainer of sa shall be subject to eviction and removal, forcibly or otherwise, w	
	the covenants and agreements in this Lease contained shall
This Lease is made by and between the parties hereto with the lessee becomes insolvent, or is declared bankrupt, then, in	
rights of lessee hereunder shall thereupon terminate and cease.	state event, the lesser may declare this bease ended, and an
It is mutually agreed that this 1	ease may be terminated by either
party by giving 60 days written n	otice of his intentions to do so.
IN WITNESS WHEREOF, the parties hereto have hereu written.	into set their hands and seals the day and year first above
DOWNTOWN PARKING COMPANY, INC.	Leastin Anime with
Ву	Mark R. Schmidt, Lesson (SEAL)
President	Leland A. Schmidt, Lessor
A DOTTE COTO A COLOR OF THE COL	A partnership d/b/a (SEAL)
ATTEST: Amast 1000	Schmidt Brothers Building
LESSEE	

For value receivedhereby 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

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	Lease provided.				
	Witnesshandand sealthis.		day of		, 19
					(SEAL)
					(SEAL)
	ASSIGNI	MENT AND A	CCEPTANCE		
	For value received Downtown Park				
	hereby assignSallright, title				, assignor
	The City of Grand Junction				
	understanding and agreement that the said assig				
	reserved and the performance of all the covenan	ts and agreeme	ents made in said	l Lease by the le	sseetherein
	named, and will pay said rent and fully perform				
	so to do; and in consideration of this assignment the payments and perform all the covenants and	_			
	agreed to be made and performed.	a agreements in	n salu nease coi	ioainea, by one re	SSCO
TH:	0/01/16	Ē	By: Letand	cember ARKING COM A. Schmint Raso, Sec	(SEAL) President (SEAL)
	CONS	ENT OF ASSI			
	Consent to the assignment of the within Le	ase to Th	ne City of	Grand Jur	nction
	is hereby given, on the express condition, howev		•		
	ment of the rent and performance of the covenar	nts on the part	of the lessee	as herein mer	tioned, and that no
	further assignment of said Lease or sub-letting	of the premise	s or any part th	ereof shall be ma	ade without further
	written assent first had thereto.	00.1			
,e ^c	Witness Out mand seals this		•	. **	, 19.66
	Mark R. Schmidt and	(SEAL) Le do ssor's assig	orna prestu	chmidt, a less as Sch	partnership midt Brothers Building
	In consideration of One Dollar to	in ha	and paid,W	e her	
	and set over to Charles A. Will				and assigns
1	our full interest in the within	Lease, and the	rent therein rese	erved.	
	Witness Our hand S and seal S this	22nd	day of De	cember)	, 1966
		}	fark R. Sc	hmidt	Much (SEAL)
				A. 10	(SEAL)
			Lefand A.		SCHMIDT BROTHER
			partmers	nip d/b/a	BUILDING
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Day Due.....

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	No. 982. BUSINESS LEASE.—Brad.—d-Robinson Printing Company, 1824-46 Stout Street, Denvecolorado
-	
	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.S 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 II7, City of Grand Junction. That is to sayLessee 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
	TO HAVE AND HOLD the same with all the appurtenances unto the said lessee from twelve o'clock noon
	of the LUCO day of September, A. D. 19 04, until twelve o'clock noon of the LUCO
	day of September , A. D. 19 65, at and for a rental, for the full term aforesaid of
	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
	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
	interest herein, without the written consent of the lessor first being obtained; to use said premises for no purpose pro- hibited 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
1	nuisance whatever about said premises having a tendency to annoy or disturb any persons occupying adjacent premises; to
	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 overloading to the injury or the injury or the injury or the property of the
	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
	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 less. e.a
	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 possessing the said of the control o
	sion 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 lesser to declare said term ended, and enter into
	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 covenantS and agreeS. 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.
	l 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. WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above.
	Ray 41. Schlesswohl Lessor (small)
	ATTEST: Company, INC (STAL)
	Secretary By: Ve leng fllevel (SEAR)

GUARANTEE

For value receivednants and agreements by the lessee			-
Lease provided.			1 D 10
Witnesshandand sea			, A. D. 19(SEAL)
•			(SEAL)
	ACCIONMENT	AND ACCEPTANCE	(SEAL)
For value received			a a si amo n
hereby assign allrig			
understanding and agreement that the reserved and the performance of all t named, and will pay said rent and full so to do; and in consideration of this as the payments and perform all the covagreed to be made and performed. Witnesshandand sea	e said assignor	shall be and remain liab agreements made in said enants and agreements in assignee hereby assu- nents in said Lease cont	le for the full payment of the rent Lease by the lessee therein case said assignee shall fail me and agree to make all ained, by the lessee therein
			(SEAL)
			(SEAL)
	CONSENT OF	ASSIGNMENT	
Consent to the assignment of the is hereby given, on the express conditionent of the rent and performance of the further assignment of said Lease or survitten assent first had thereto. Witness	ion, however, that he covenants on the ab-letting of the pro- lthis	the assignor shall repart of the lesseeemises or any part there day ofday of	emain liable for the prompt pay- as herein mentioned, and that no of shall be made without further
In consideration of One Dollar to.			hereby transfer, assign
and set over to			and assigns
interest in the			
Witnesshandand sea	lthis		
			(SEAL)
			(SEAL)
SS LEASE FROM TO Lessor	Lessee		HADOVAD-ROBINSON FTB. OD., DENVER
BUSINESS		Dated Expires Monthly Installments	Day Due

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

in the year

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** of the first part, for and in consideration of the covenants and agreesuccessive mentioned to be kept and performed by the said part **y** of the second part, **its**-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.

of the second part, its successors day of November day of November and sixty-four, until twelve o'clock noon of the year of our Lord one thousand nine hundred and sixty-seven as 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 1es 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 part y of the second part, covenant and agree with the said part ies of the first part, as rent for sheirs, executors, administrators and assigns, to pay to the said part ies of the first part, as rent for sheirs, executors, administrators and assigns, to pay to the said part ies of the first part, as rent for sheirs, executors, administrators and assigns, to pay to the said part ies of the first part, as rent for sheirs, executors, administrators and assigns, to pay to the said part ies of the first part, as rent for sheirs, executors, administrators and assigns, to pay to the said part ies of the first part, as rent for sheirs, executors, administrators and assigns, to pay to the said part ies of the first part, as rent for sheirs, executors, administrators and assigns, to pay to the said part ies of the first part, as rent for sheirs, executors, administrators and assigns, to pay to the said part ies of the first part, as rent for sheirs, executors, administrators and assigns, to pay to the said part ies of the first part, as rent for sheir sh DOLLARS. said sum to be paid in monthly \$380.00 installments of each, which installments are to be paid monthly in advance until the whole of said total sum shall have been paid.

with the said part ies of the first part, that the of the second part further covenant 8 And the said part Y ha **s** received said premises in good order and condition, and will keep the same in good // its own expense, and at the expiration of the term of this lease will yield up said said second part y repair during said term at 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.

it AND IT IS AGREED, By the said part y of the second part, that neither legal representatives will underlet said premises, or any part thereof, or assign this lease, without the written assent it will not use or permit the of the said part ies of the first part, first had and obtained thereto, and that 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 untenantable 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, of the second part shall remain in possession of said premises and continue to pay rent without a the part Y it written agreement as to such possession, then 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 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 & **Salar** second second part, **its** successors & **Salar** second second part, **its** successors & **Salar** second second second part, **its** successors & **Salar** second sec their * their election, to declare said term ended, executors, administrators, agents, attorney or assigns, at 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 1ts first and former estate. And if at any time said term shall be ended as aforesaid, or in any other way, the said party of the second part, for its succession, or in any other way, the said said term shall be ended as aforesaid, or in any other way, the said term shall be ended as aforesaid, or in any other way, the said party of the second part, for party of the second part, for and agree S to surrender and deliver up said premises peaceable to said part 1es of the first part, their, 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.

DOWNTOWN PARKING COMPANY, INC. [SEAL]

President LESSEE

GUARANTEE

and agreements by the part of		payment of the rent and the payment of the rent and the payment in the within Lease covenants	
form as in Lease provided. Witness hand and seal	this	day of	, A. D. 19
			[SEAL]
		<u></u>	[SEAL]
A	SSIGNMENT .	AND ACCEPTANCE	
For value received		, assignor	, hereby assign all
right, title and interest	in and to the	within Lease unto	
shall be and remain liable for the full p agreements made in said Lease by the p perform said covenants and agreements i ment the said assignee hereby assum and agreements in said Lease contained, I Witness hand and seal	art of the n case said assi e and agree	second part therein named, an ignee shall fail so to do; and in to make all the payments	d will pay said rent and fully
			[SEAL]
			[SEAL]
Consent to the assignment of the w is hereby given, on the express condition, of the rent and performance of the cov further assignment of said Lease or sub written assent first had thereto.	however, that renants on the	part of the second party as th	
Witness hand and seal	this	day of	, A. D. 19
			[SEAL]
	LESSOR'S	ASSIGNMENT	
In consideration of One Dollar, to	in hand	l paid, hereby t	ransfer, assign and set over to interest in
the within Lease, and the rent therein r			
Witness hand and seal	this	day of	, A. D. 19
			[SEAL]
			[SEAL]

THIS INDENTURE. Made this. 23rd day of	October , A. D. 19.64,
THIS INDENTURE, Made this day of between MARK R. SCHMIDT and LELAND A	SCHMIDT, a Partner- XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
ship doing business as SCHMIDT BR	
	the lessee;
•	ent of the rent and the keeping and performance of the
covenants and agreements by the said lessee hereina	fter set forth, the said lessorS hereby lease unto
the said lessee the following described premises, situ	uate 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 Junct	ion;
g	D. 1964, until twelve o'clock noon of the
	rental, for the full term aforesaid of
•	\$ (\$1,800.00) dollars, payable
A	dollars per month,
	day of each calendar month during said term
	Main, Grand Jct., Colorado, without notice,
·	s the City can prepare the above
property for parking facilities a	-
follows, to-wit:	of said premises as aforesaid, covenantS and agreeS as
To pay the rent for said premises as hereinabove provid all sewer connections, plumbing, wiring, and glass, in good re	led; to keep the improvements upon said premises, including epair at the expense of said lessee, and at the expiration
of this Lease to surrender and deliver up said premises in as loss by fire, inevitable accident or ordinary wear excepted; to	epair at the expense of said lessee, and at the expiration good order and condition as when the same were entered upon, by subject no part of said premises, nor assign this Lease or any
hibited by the laws of the United States or the State of Color	first being obtained; to use said premises for no purpose pro- rado, or the ordinances of the said City or Town of GLANG.
around said premises free from ice and snow, and said sidew	nable purpose whatsoever; to keep the sidewalks in front of and walks and premises free from all litter, dirt, debris and obstructor on required by the ordinances and the health and police regulation; to neither permit nor suffer any disorderly conduct, noise or
tions; to keep said premises clean, and in the sacitary conditions of the said City or Town of Grand Junction	n required by the ordinances and the health and police regula-
neither hold nor attempt to hold the lessor	annoy or disturb any persons occupying adjacent premises; to jury or damage, either proximate or remote, occurring through
demised, or by reason of the negligence or default of the own injury or damage occasioned by defective electric wiring, or	njury or damage, either proximate or remote, occurring through jacent premises or other parts of the above premises not herein hers or occupants thereof or any other person, nor liable for any the breaking or stoppage of plumbing or sewerage upon said r stoppage results from freezing or otherwise; to neither permit endangered by overloading, nor said premises to be used for any he insurance risk more hazardous, nor make any alterations or
premises or upon adjacent premises, whether said breaking or nor suffer said premises, or the walls or floors thereof, to be e	r stoppage results from freezing or otherwise; to neither permit endangered by overloading, nor said premises to be used for any
change in, upon, or about said premises without first obtaining	ng written consent therefor; to permit the lessor to place a
"For Rent" card upon said premises at any time after thirty any reasonable hour of the day to enter into or upon and go t	days before the end of this Lease; to allow said lessorS at through and view said premises; to occupy the same as
PUDLIC PARKING TACILLULES. It is agreed that all assessments for water rents that may	y be levied against said premises during the continuance of this
Lease shall be paid by the said less es and that all charges	s for heating and lighting the said premises shall be paid by the at in case said premises shall become untenantable on account
of damage by fire, flood or act of God, this Lease may be there	
hereof shall be deemed or taken to be a waiver of any succeed	eding or other breach. Lease, the lessee shall remain in possession of said premises,
and continue to pay rent without written agreement as to such	h possession, then such lessee shall be regarded as a tenant ce, 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 lessorS. may, without in anywise being obli	iged so to do, and without terminating this Lease, retake posses-
such changes and repairs as may be required, giving credit changes and repairs. and said lessee shall be liable for the	upon such conditions as the lessorSmay think best, making for the amount of rent so received less all expenses of such e balance of the rent herein reserved until the expiration of the
term of this Lease.	ll.
to be kept by the said lessee, it shall and may be lawful for	nd between the parties aforesaid, that if the rent above reserved, made in any of the covenants or agreements herein contained, or the said lessor
the said premises, or any part thereof, either with or without por persons occupying the same, to expel, remove, and put out,	process of law, to re-enter, and the said lessee or any person using such force as may be necessary in so doing, without being emises again to repossess and enjoy, as in the first and former
estate of the said lessorS. And if at any time said term sha	all be ended as aforesaid or in any other way, the said lessee
the termination of said term, and if the lessee shall rema	up said premises peaceably to said lessor
	aid premises under the statute, hereby waiving all notice, and
And it is further expressly understood and agreed that a	all the covenants and agreements in this Lease contained shall presentatives and assigns of the respective parties hereto.
This Lease is made by and between the parties hereto w the lessee becomes insolvent, or is declared bankrupt, then, in	rith the express understanding and agreement that, in the event n either event, the lessor may declare this Lease ended, and all
rights of lessee hereunder shall thereupon terminate and cer renew this lesse for a period of 2	rith the express understanding and agreement that, in the event n either event, the lessor may declare this Lease ended, and all ase. Lessee shall have the right to years for the 1st option; an additude the continuous control of the less option; an additude the control of the control of the less of the less option; an additude the control of the less of the le
TIONAL DATION OF VOITS FOR LICE /	- NG(101t0)-1
of 2 years for the 3rd option. Le notice before the expiration of ea	en basic term if it desires to
exercise any of the above options.	
IN WITNESS WHEREOF, the parties hereto have here written.	eunto set their hands and seals the day and year first above
DOWNFOWN PARKING COMPANY. INC.	The har sen of son
By Alan Xalania	Mark R. Schmidt
President	Leland A. Schmidt Charles
ATTEST: Comiso Haso	A partnership d/b/a Schmidt (SEAL)
Secretary T.ESSEE	Brothers Building LESSOR
Decretary Thouse	

			nt and the performance of the cove-
nants and agreements by the lessee Lease provided.	in the within L	ease covenanted and agr	reed, in manner and form as in said
	ılthis	day of	, A. D. 19
	* * · · · · · · · · · · · · · · · · · ·		the state of the s
			(SEAL)
			(SEAL)
	ASSIGNMENT A	AND ACCEPTANCE	
For value received			, assignor
hereby assign allrig			
		, assignee	heirs and assigns, with the express
understanding and agreement that the			
reserved and the performance of all t named, and will pay said rent and full			
so to do; and in consideration of this as	-	_	
the payments and perform all the cov	-		
agreed to be made and performed.			
Witnesshandand sea	ılthis	day of	, A. D. 19
			(SEAL)
			(SEAL)
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	CONSENT OF	ASSIGNMENT	
is hereby given, on the express condit			
ment of the rent and performance of t further assignment of said Lease or su			
written assent first had thereto.	ib-letting of the pro	emises of any part the	teor share be made without further
	i thin	dow of	, A. D. 19
witnessnandand sea	tnis	day 01	, A. D. 19
			CTATA
			(SEAL)
	LESSOR'S A	ASSIGNMENT	(SEAL)
In consideration of One Dollar to		ASSIGNMENT	
In consideration of One Dollar to		ASSIGNMENT	hereby transfer, assign
		ASSIGNMENT in hand paid,	hereby transfer, assign
and set over tointerest in the	e within Lease, and	ASSIGNMENT in hand paid, the rent therein reserv	hereby transfer, assign
and set over tointerest in the	e within Lease, and	ASSIGNMENT in hand paid, the rent therein reserv	hereby transfer, assign and assigns ed.
and set over tointerest in the	e within Lease, and	ASSIGNMENT in hand paid, the rent therein reserv	hereby transfer, assign and assigns
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the said lessee
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weenants and agreements by the said lessee
the said lessee
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
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
TO HAVE AND TO HOLD the same with all the appurtenances unto the said lessee
TO HAVE AND TO HOLD the same with all the appurtenances unto the said lessee
TO HAVE AND TO HOLD the same with all the appurtenances unto the said lessee
TO HAVE AND TO HOLD the same with all the appurtenances unto the said lessee
at the 1st day of November A. D. 19.56, at and for a rental, for the full term aforesaid of 211 rev enues from the above described parking facilities
enues. from the above described parking facilities parking pay in monthly installments of deliver by a monthly installment by the monthly installments of deliver by a monthly installment by the monthly installments of deliver by a monthly installment by the monthly installments of deliver by a monthly installment by the monthly installments of deliver by a monthly premises of a said lesses——and at the expire of this bases to surrender and feliver by a monthly premises have and condition as when the same were ontered in this bases to surrender and feliver by a monthly premises have an accordance of the said City or monthly installments of the said city or monthly installments of the said city or monthly installments of the said city o
monthly installments of
and advance, on or before twelve o'clock noon, on the day of each calendar month during said of the office of Amos Ls. Raso, 451 Rood Aves. Grand Jct, Colorado, without no day of each calendar month during said of the office of Amos Ls. Raso, 451 Rood Aves. Grand Jct, Colorado, without no day of the rent for said premises as hereinabove provided; to keep the improvements upon said premises, looking to the rent for said premises as hereinabove provided; to keep the improvements upon said premises, and at the explain of said lessee and at the explain of said lessee and at the explain of said premises of said lessee and at the explain of said premises of said lessee and at the explain of said premises of said lessee and the written consent of the lessor first being obtained; to use said premises for no puppose say if fire, indevidual to the written consent of the lessor first being obtained; to use said premises for no puppose of the said premises free from it can define the said of the said
and the said lessee
n advance, on or before twelve o'clock noon, on the
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and advance, on or before twelve o'clock noon, on the
And the said lessee
To pay the rent for said premises as hereinabove provided; to keep the improvements upon said premises, incit in the service connections, plumbing, wiring, and glass, in good repair at the expense of said lessee
and at the expire of this Lesse to surrender and deliver up said premises in as good order and condition as when the same were entered to so by fire, inevitable accident or ordinary wear excepted; to sublet no part of said premises, nor assign this Lesse or naterest herein, without the written consent of the lessor
unterest herein, without the written consent of the lessor first being obtained; to use said premises for no purpose the line of the United States, or the State of Colorado, or the ordinances of the said City or Town of Lorad Interest of the United States, or the State of Colorado, or the ordinances of the said City or Town of Lorad Interest of the State of the State of Colorado, or the ordinances and the health and police reports to keep said premises free from all litter, dirt, debris and obsions; to keep said premises clean, and in the sanitary condition required by the ordinances and the health and police reports of the said City or Town of Lorad Interest of the State of Colorado, and the Lorado Interest of State of Stat
unterest herein, without the written consent of the lessor first being obtained; to use said premises for no purpose the line of the United States, or the State of Colorado, or the ordinances of the said City or Town of Lorad Interest of the United States, or the State of Colorado, or the ordinances of the said City or Town of Lorad Interest of the State of the State of Colorado, or the ordinances and the health and police reports to keep said premises free from all litter, dirt, debris and obsions; to keep said premises clean, and in the sanitary condition required by the ordinances and the health and police reports of the said City or Town of Lorad Interest of the State of Colorado, and the Lorado Interest of State of Stat
interest of the sidewalks in front or improper or questionable purpose whatsoever; to keep the sidewalks in front or incound said premises free from all litter, dirt, debris and obs ions; to keep said premises clean, and in the sanitary condition required by the ordinances and the health and police reports to be said City or Town of Livalida. Livilia. Livilia. Livilia is neither permit nor suffer any disorderly conduct, not autsance whatever about said premises having a tendency to annoy or disagne, either proximate or remote, occurring the received have a subject to a subject of the said City or the said city of the lessor
is their not not attempt to hold the lessor
in caused by any repairs, alterations, injury or accident to adjacent premises or other parts of the above premises not her listed or by reason at the negligence or default of the owners or occupants thereof or any other person, nor liable for premises or unon adjacent premises, whether said breaking or stopps and the person or liable for premises or unon adjacent premises, whether said breaking or stopps seem to the revise or the walls or floors thereof, to be endangered by overloading, nor said premises to be used for purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alteration change in, upon, or about said premises without first obtaining written consent therefor; to permit the lessor to pit for Rent" card upon said premises at any time after thirty days before the end of this Lease; to allow said lessor the parking IOL
interest from from the Attempt to flott the lessor
interest from from the Attempt to flott the lessor
demised, or by reason of the negligence or default of the owners or occupants thereof or any other person, nor liable for injury or damage occasioned by defective electric wiring, or the breaking or stoppage of plumbing or sewerage upon premises or upon adjacent premises, whether said breaking or stoppage results from freezing or otherwise; to neither person so the premises of the walls or floors thereof, to be endangered by overloading, nor said premises to be used for purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alteration thange in, upon, or about said premises without first obtaining written consent therefor; to permit the lessor
injury or damage occasioned by defective electric wiring, or the breaking or stoppage of plumbing or sewerage upon premises or upon adjacent premises, whether said breaking or stoppage results from freezing or otherwise; to neither penor suffer said premises, or the walls or floors thereof, to be endangered by overloading, nor said premises to be used for purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alteration change in, upon, or about said premises without first obtaining written consent therefor; to permit the lessor
change in, upon, or about said premises without first obtaining written consent therefor; to permit the lessor to play "For Rent" card upon said premises at any time after thirty days before the end of this Lease; to allow said lessor
change in, upon, or about said premises without first obtaining written consent therefor; to permit the lessor
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 Lease shall be paid by the said lessof
It is agreed that all assessments for water rents that may be levied against said premises during the continuance of Lease shall be paid by the said less of damage by fire, flood or act of God, this Lease may be thereupon terminated by the said less of the covenants or agreen of damage by fire, flood or act of God, this Lease may be thereupon terminated by the said less of the covenants or agreen the reof shall be deemed or taken to be a walver of any succeeding or other breach. It is further agreed that in after the expiration of this Lease, the less of the covenants or agreen the reof shall be deemed or taken to be a walver of any succeeding or other breach. It is mutually agreed that if after the expiration of this Lease, the less of the said less of the rent and continue to pay rent without written agreement as to such possession, then such less of the regarded as a term month to month at a monthly rental, payable in advance, equivalent to the last monthly installment hereunder, 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 reserve with the less or may, without in anywise being obliged so to do, and without terminating this Lease, retake posion of said premises, and repairs as may be required, giving credit for the amount of rent so received less all expenses of thanges and repairs as may be required, giving credit for the amount of rent so received less all expenses of term of this Lease. It is expressly Understood AND AGREED by and between the parties aforesaid, that if the rent above rese term of this Lease. It is expressly Understood AND AGREED by and between the parties aforesaid, that if the rent above rese to be kept by the said lessee
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said lessee
It is further agreed that no assent, expressed or implied, to any breach of any one or more of the covenants or agreen errof 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 premand continue to pay rent without written agreement as to such possession, then such lessee shall be regarded as a term month to month at a monthly rental, payable in advance, equivalent to the last monthly installment hereunder, 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 reserve unpaid, then the lessor may, without in anywise being obliged so to do, and without terminating this Lease, retake posion of said premises, and rent the same for such rent and upon such conditions as the lessor may think best, ms such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of 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 rese or any part thereof, shall be in arrears, or if default shall be made in any of the covenants or agreements herein contate to be kept by the said lessee it shall and may be lawful for the said lessor to declare said term ended, and enter the said premises, or any part thereof, either with or without process of law, to re-enter, and the said term ended, and enter the said premises occupying the same, to expel, remove, and put out, using such force as may be necessary in so doing, without liable to prosecution or in damages therefor, and the said premises again to repossess and enjoy, as in the first and foe estate of the said lessor And if at any time said term shall be ended as af
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the termination of said term, and if the lessee shall remain in possession of the same after the termination thereof,
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 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 che lessee becomes insolvent, or is declared bankrupt, then, in either event, the lessor may declare this Lease ended, an
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 a
DOWNTOWN PARKING COMPANY AND
Attest: Hunst Con Bullet
Secretary By Church Count LESSON
CITY OF GRAND JUNCTION (SI
By

Lease provided			: 				er and form as in
Witness	hand	and sea	dthis		.day of		, A. D. 19.
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							(SE
			ASSIGNMENT	AND ACC	CEPTANCE		
For value	received						, assignor
hereby assign.	all	rig	ht, title and inte	rest in and	to the withi	n Lease unto	
reserved and t named, and wi so to do; and in the payments agreed to be n	he performa Il pay said r n considerati and perform nade and per	nce of all tent and full on of this as all the coverformed.	the covenants and y perform said consignment the sai yenants and agre	d agreemen ovenants an d assignee ements in	ts made in s ad agreement hereby a said Lease o	said Lease by the said assume	all payment of the che lessee the lessee shall agree to mak the lessee
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THIS INDENTURE, Made this last day of the will between the will of the last last day of the will of the last last day of the last last last last last last last last	GOLDEN individually and as Trustees when Deceased, and THOMAS J. LESSORS
OLDER SIG GERALD CARL COLDER;	ALBEGORG
	nent of the rent and the keeping and performance of the
, , , , , , , , , , , , , , , , , , ,	nafter set forth, the said lessor hereby lease unto
the said lessee the following described premises, s	situate in the County of
in the State of Colorado, to-wit: Lot 29 in Bloc	k 118 of the City of Grand Junction;
	urtenances unto the said lessee from twelve o'clock noon
or the day or 457	a rental for the full term aforesaid of
	dollars, payable dollars per month,
in advance on or before twelve c'clock noon on the	1st day of each calendar month during said term
at the office of	Amount Transplators
And the said lessee in consideration of the leasing follows, to-wit:	of said premises as aforesaid, covenant and agree as
To pay the rent for said premises as hereinabove prov	rided; to keep the improvements upon said premises, including repair at the expense of said lessee
of this Lease to surrender and deliver up said premises in a loss by fire, inevitable accident or ordinary wear excepted;	repair at the expense of said lessee
interest herein, without the written consent of the lessor hibited by the laws of the United States, or the State of Col	first being obtained; to use said premises for no purpose pro- lorado, or the ordinances of the said City or Town of
around said premises free from ice and snow, and said sid	onable purpose whatsoever; to keep the sidewalks in front of and ewalks and premises free from all litter, dirt, debris and obstruction required by the ordinances and the health and police regula; to neither permit nor suffer any disorderly conduct, noise or
tions; to keep said premises clean, and in the sanitary conditions of the said City or Town of	tion required by the ordinances and the health and police regula-
nuisance whatever about said premises having a tendency (to annoy or disturb any persons occupying adjacent premises; to
or caused by any repairs, alterations, injury or accident to a	injury or damage, either proximate or remote, occurring through djacent premises or other parts of the above premises not herein
demised, or by reason of the negligence of default of the obliniury or damage occasioned by defective electric wiring, of	djacent premises or other parts of the above premises not herein where or occupants thereof or any other person, nor liable for any other person, nor liable for any or the breaking or stoppage of plumbing or sewerage upon said or stoppage results from freezing or otherwise; to neither permit e endangered by overloading, nor said premises to be used for any the insurance risk more hazardous, nor make any alterations or
nor suffer said premises, or the walls or floors thereof, to be	or stoppage results from freezing of otherwise, to heither permit e endangered by overloading, nor said premises to be used for any
change in, upon, or about said premises without first obtain	ing written consent therefor; to permit the lessor to place a
"Hor Rent" gard upon said promises at any time after thirt	ty days before the end of this Lease; to allow said lessor

It is agreed that all assessments for water rents that m Lease shall be paid by the said less	ay be levied against said premises during the continuance of this ges for heating and lighting the said premises shall be paid by the
said lessee as the same become due and payable and t	hat in case said premises shall become untenantable on account
of damage by fire, flood or act of God, this Lease may be the It is further agreed that no assent, expressed or implied	I, to any breach of any one or more of the covenants or agreements
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and continue to pay rent without written agreement as to su	ich possession, then such lessee shall be regarded as a tenant
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unpaid, then the lessor may, without in anywise being o	bliged so to do, and without terminating this Lease, retake posses-
such changes and repairs as may be required, giving cred	l upon such conditions as the lessor may think best, making it for the amount of rent so received less all expenses of such
term of this Lease.	the balance of the rent herein reserved until the expiration of the
	and between the parties aforesaid, that if the rent above reserved, be made in any of the covenants or agreements herein contained,
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	r up said premises peaceably to said lessor, immediately upon main in possession of the same after the termination thereof, said
essee 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 other And it is further expressly understood and agreed tha	wise, with or without process of law, as above stated. t all the covenants and agreements in this Lease contained shall representatives and assigns of the respective parties hereto.
This Leage is made by and between the narties hereto	with the express understanding and agreement that, in the event
the lessee becomes insolvent, or is declared bankrupt, then, rights of lessee hereunder shall thereupon terminate and Lessee shall have the Fight to renew	in either event, the lessor may declare this Lease ended, and all
the same terms and conditions as outli	ined herein, by giving Lessors ou days
notice before the expiration of this	Lease of its intention to renew.
	000000000000000000000000000000000000000
IN WITNESS WHEREOF the parties hereto have be	ereunto set their hands and seals the day and year first above
DOWNTOWN PARKING COMPANY, INC.	Comments and seems the day and your sust above
By	Margard M. Gellen (SEAL)
ATTEST: Omas La Secretary	Individually as as Trustees under Will of
LESSEE	SEAL)
4	(SEAL)
	Gerald Carl Folden LESSONS

GUARANTEE

Witnesshand	and seal	this	day of		, A. D. 19
					(SEAL)
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	AS	SIGNMENT	AND ACCEPTANCE		
For value received					assignor
			rest in and to the withir		
			, assignee		
			shall be and remain li l agreements made in sa		
_			venants and agreements	_	
			d assignee hereby as		
the payments and perior agreed to be made and p		ts and agree	ements in said Lease co	ontained, by the	lessee therein
-		this	day of		, A. D. 19
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	(CONSENT O	OF ASSIGNMENT		
Consent to the accim					
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·			the part of the lessee		
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written assent first had			, ,		h 70 10
Witnesshand	and seal	this	day of		, A. D. 19
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		LESSOR'S	ASSIGNMENT		
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and set over to		***************************************	•••••••••••••		
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ADDENDUM TO AGREEMENT

This Addendum to that certain Agreement, dated the 3cd day of Acceptable, 1964, and in which the parties hereto are also parties, is entered into this and 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 WHREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

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Secretary

DOWNTOWN PARKING COMPANY, INC.

President

CITY OF GRAND JUNCTION

 $\Delta TTEST$.

City Clerk

President of the Council