

RESOLUTION NO. 95-94

EXTENDING THE LEASE OF CITY OWNED PROPERTY TO
JESST, INC., A COLORADO CORPORATION

WHEREAS, by Lease Agreement dated the 1st day of December, 1991, the City has leased to JESST, Inc., a Colorado corporation doing business as Wrigley Field Restaurant, the following described real property situated in the City of Grand Junction, County of Mesa, State of Colorado:

Lot Eleven and the South ten (10) feet of Lot Ten, Block Seven, Elmwood Plaza, according to the re-filing plat thereof, Mesa County, Colorado; and

WHEREAS, the term of said Lease is due to expire on November 30, 1994; and

WHEREAS, the City and JESST, Inc., are desirous of entering into an agreement to further extend the term of said Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the City Manager, on behalf of the City and as the act of the City, is hereby authorized to execute the attached Lease Extension with JESST, Inc., extending the term of said lease to commence on December 1, 1994, and expire on December 31, 1995; and that the rental for the Property for the extended term shall be \$231.50 per month. All other terms, conditions and responsibilities as they appear in the Lease Agreement dated the 1st day of December, 1991, shall continue in full force and effect during the term of said Lease Extension.

PASSED and ADOPTED this 2nd day of November, 1994.

Attest:

/s/ R.T. Mantlo

President of the Council

/s/ Stephanie Nye
City Clerk

LEASE EXTENSION

THIS LEASE EXTENSION is made and entered into as of the 30th day of November, 1994, by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and JESST, Inc., a Colorado corporation, hereinafter referred to as "the Lessee".

WHEREAS, by Lease Agreement dated December 1, 1991, the City has leased to the Lessee the following described real property situated in the City of Grand Junction:

Lot Eleven and the South ten (10) feet of Lot Ten, Block Seven, Elmwood Plaza, according to the re-filing plat thereof, hereinafter referred to as "the Property"; and

WHEREAS, the term of said Lease is due to expire on November 30, 1994; and

WHEREAS, it is the desire of both parties to continue said Lease for an extended term as hereinafter specified.

NOW, THEREFORE, in consideration of their mutual promises and other valuable consideration, the parties hereto agree:

1. The term of this Lease Extension shall commence on December 1, 1994, and expire on December 31, 1995.

2. The Lessee agrees to pay to the City as rental for the Property the amount of \$231.50 per month, in advance, due and payable on or before the 15th day of each month during the term of this Lease Extension.

3. All other terms, conditions and responsibilities as they appear in that Lease Agreement between the parties hereto dated December 1, 1991, shall continue in full force and effect during the term of this Lease Extension.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Extension to be executed as of the day and year first above written.

Attest: The City of Grand Junction,
a Colorado home rule municipality

City Clerk City Manager

Attest: JESST Inc., a Colorado corporation
dba Wrigley Field Restaurant

Suzanne V. Stuart, Secretary James E. Stuart, President