

**RESOLUTION NO. 136-00**

**AMENDING AND EXTENDING THE LEASE OF CITY PROPERTY  
AT 545 NOLAND AVENUE  
TO DONALD FUGATE, JR., DOING BUSINESS AS DON'S AUTOMOTIVE**

WHEREAS, pursuant to that certain Lease Agreement dated the 1<sup>st</sup> day of September, 1994, as authorized by City Resolution No. 69-94, and that certain Lease Amendment and Extension Agreement dated the 31<sup>st</sup> day of August, 1999, as authorized by City Resolution No. 94-99, the City leases to Donald Fugate, doing business as Don's Automotive, the following described real property in the City of Grand Junction, County of Mesa, State of Colorado:

The North 150 feet of Lots 13 and 14 of Block 2, South Fifth Street Subdivision, also known as 545 Noland Avenue in the City of Grand Junction; and

WHEREAS, the above referenced Lease is due to expire on December 31, 2000; and

WHEREAS, the City and Donald Fugate, Jr., are desirous of entering into an agreement for the purposes of amending and extending the terms and conditions of the lease of the above described property.

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 and enter into the attached Lease Amendment and Extension Agreement with Donald Fugate, Jr., doing business as Don's Automotive, extending the term of said lease through December 31, 2002, and amending the rents to be paid to \$4,650.00 per year, payable in advanced by monthly installments of \$387.50.

PASSED and ADOPTED this 20<sup>th</sup> day of December, 2000.

Attest:

/s/ Gene Kinsey  
President of the Council

/s/ Stephanie Nye  
City Clerk

## LEASE AMENDMENT AND EXTENSION AGREEMENT

THIS LEASE AMENDMENT AND EXTENSION AGREEMENT is made and entered into as of the 1<sup>st</sup> day of January, 2001, by and between The City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Donald Fugate, Jr., doing business as Don's Automotive, hereinafter referred to as "Lessee".

### Recitals

A. By that certain Lease Agreement dated the 1<sup>st</sup> day of September, 1994, and that certain Lease Amendment and Extension Agreement dated the 31<sup>st</sup> day of August, 1999, said instruments collectively referred to as the "Lease", the City has leased to Lessee, and Lessee has leased from the City, the following described real property situate in the City of Grand Junction, County of Mesa, State of Colorado:

The North 150 feet of Lots 13 and 14 of Block 2, South Fifth Street Subdivision, also known as 545 Noland Avenue in the City of Grand Junction and hereinafter referred to as "the Property".

B. The term of the Lease is due to expire on December 31, 2000.

C. It is the desire of both parties to amend and extend the terms of the Lease in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, In consideration of the recitals above and the terms, covenants, conditions and restrictions contained herein, the parties agree as follows:

1. The term of the Lease shall be extended to a period commencing on January 1, 2001, and continuing through December 31, 2002, on which date the Lease shall expire.

2. Lessee agrees to pay to the City as rental for the Property, during the extended term set forth in paragraph 1 above, the total sum of \$9,300.00, payable by monthly payments in the amount of \$387.50, due and payable in advance and without demand by the City in accordance with the existing terms and conditions of the Lease.

3. All other terms, covenants, conditions, restrictions, duties, obligations and responsibilities as they appear in that Lease Agreement dated the 1<sup>st</sup> day of September, 1994, and that Lease Amendment and Extension Agreement dated the 31<sup>st</sup> day of August, 1999, shall continue in full force and effect during the term of this Lease Amendment and Extension Agreement.

Dated the day and year first above written.

Attest:

The City of Grand Junction,  
a Colorado home rule municipality

/s/ Stephanie Nye  
City Clerk

/s/ Kelly E. Arnold  
City Manager

Lessee:

/s/ Donald Lee Fugate, Jr.  
Donald Fugate, Jr., doing business as  
Don's Automotive