

File  
D. J., Colo.  
Parking  
Authority

# Policy of Title Insurance



Issued by

## Transamerica Title Insurance Company

SUBJECT TO THE SCHEDULE OF EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or
4. Unmarketability of such title.

*In Witness Whereof*, Transamerica Title Insurance Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

### Transamerica Title Insurance Company

By Darrah Leano President.

Attest John C. Lee Secretary

Robert Clayton Reese  
Authorized Officer or Agent



## SCHEDULE OF EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

### 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

### 3. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

### 4. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

# SCHEDULE A

NUMBER

7001758-0

AMOUNT

\$583,163.70

Dated this 1st day of November, 19 74, at the hour of 8:00 o'clock A.M.

1. The name of the insured and the estate, or interest of the insured in the land described below and covered by this policy is as follows:

**GRAND JUNCTION, COLORADO, PARKING AUTHORITY, a Colorado Non-Profit Corporation, in fee simple.**

2. The land, the title to which is insured, is described or known as follows:

**Lots 3, 4, 5, 6, 7, 8, 9, 10 and 25 in Block 105;**

**Lots 11 to 15 inclusive in Block 116 EXCEPT the West 85 feet of said Lots; AND EXCEPT any part of said Lots 11, 12 and 13 lying West of the East 50 feet thereof;**

**Lots 22 to 26 inclusive in Block 117;**

**Lots 17 to 32 inclusive in Block 118;**

**All in the CITY OF GRAND JUNCTION,**

**Mesa County, Colorado.**

## SCHEDULE B

This Policy does not insure against loss or damage by reason of the following:

1. Rights or claims of parties in possession not shown by the public records.
  2. Easements, or claims of easements, not shown by the public records.
  3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
  4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
  5. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district.
6. Trust Agreement recorded July 31, 1974 in Book 1021 at page 1 between Grand Junction, Colorado, Parking Authority, a Colorado Corporation not for Profit and The Colorado National Bank of Denver, a National Banking Association.

# SCHEDULE B

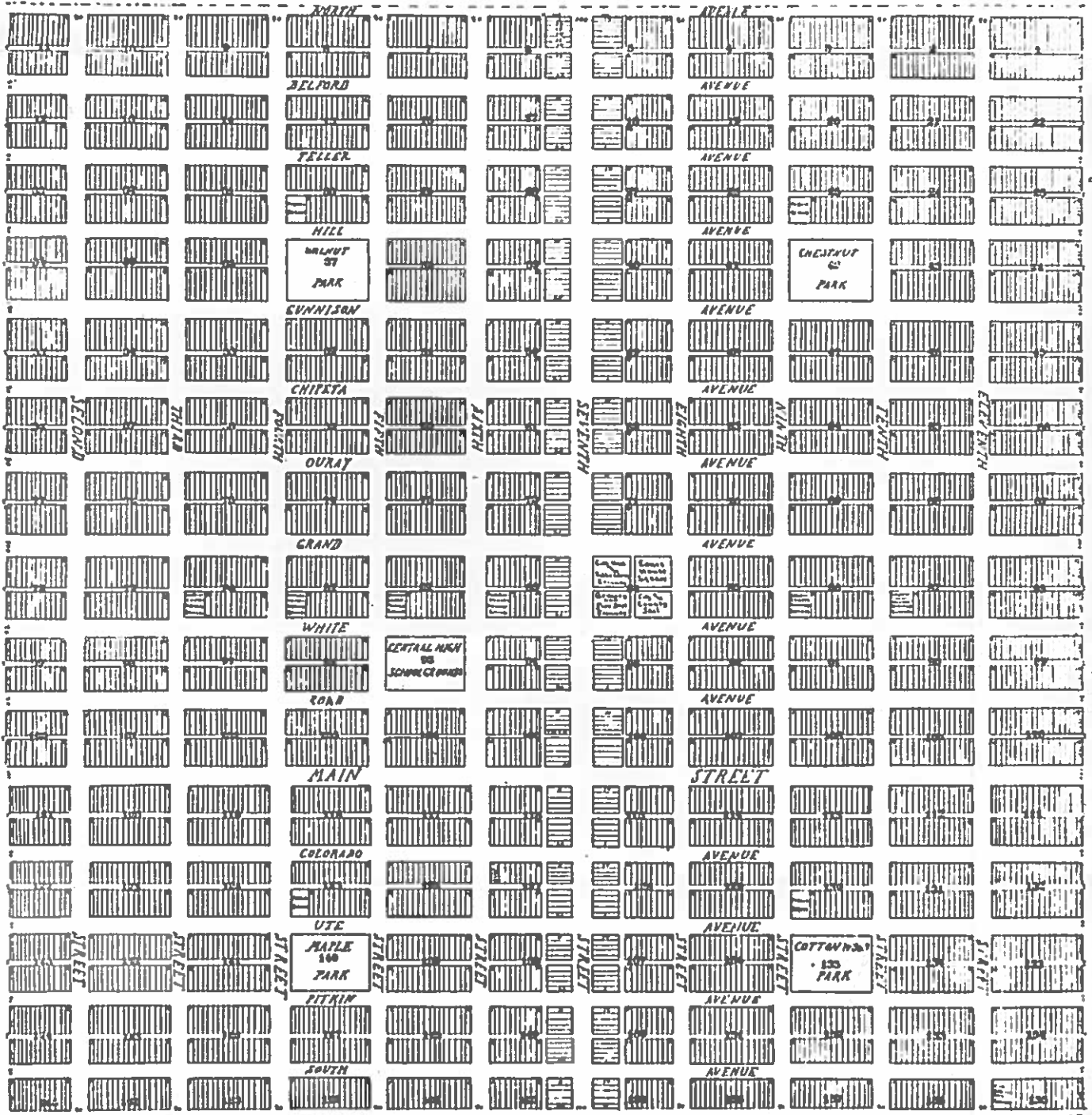
CONTINUED

NUMBER

7001758-0

7. Leasehold Agreement with Option to Purchase between Grand Junction, Colorado, Parking Authority, a Colorado non-profit Corporation Lessor/ Optionor and the City of Grand Junction, Colorado, a Colorado Home Rule Municipal Corporation, Lessee/optionee recorded July 31, 1974 in Book 1020 at page 36. Said Lease and Option are authorized under Ordinance No. 1500 recorded August 1, 1974 in Book 1021 at page 105 and amended by Ordinance No. 1512 recorded August 1, 1974 in Book 1021 at page 119 and said Lease and Option shall expire December 31, 1991.
8. Security interest under the Uniform Commercial Code affecting the subject property, notice of which is given by Financing Statement from Grand Junction, Colorado, Parking Authority, a Colorado nonprofit corporation, Debtor to The Colorado National Bank of Denver, a National Banking Association Trust No. 6-14133-00 Secured Party filed on July 31, 1974 as Filing No. 41788.

# PLAT OF THE TOWN OF WEST EAST GRAND JUNCTION Mesa County, Colorado



Grand and Gunnison Avenues and Main and Seventh streets are 100 feet wide. All others are 80 feet except on the East, North and West which are half streets. All alleys are 20 feet wide and run East and West except those running North and South in the rear of Seventh street from Block 6 to 160 and Block 5 to 159, which are 15 feet wide.

**5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS**

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

**6. DETERMINATION AND PAYMENT OF LOSS**

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

**7. LIMITATION OF LIABILITY**

No claim shall arise or be maintained under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

**8. REDUCTION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

**9. LIABILITY NONCUMULATIVE**

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or

interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

**10. APPORTIONMENT**

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

**11. SUBROGATION UPON PAYMENT OR SETTLEMENT**

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

**12. LIABILITY LIMITED TO THIS POLICY**

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**13. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to Transamerica Title Insurance Company, 1837 California St., Denver, Colorado 80202.

# Transamerica Title Insurance Co

## DIVISIONS

### Midwest Division

1837 California Street, Denver  
Denver, Colorado 80202  
(303) 534-9066

### California Division

1330 Broadway  
Oakland, California 94612  
(415) 835-4070

### Northwest Division

315 S.W. Fourth Avenue  
Portland, Oregon 97204  
(503) 222-9931

### Southwest Division

114 West Adams Street  
Phoenix, Arizona 85003  
(602) 262-0511

## Title

## Insurance

## Policy

Issued by

# Transamerica Title Insurance Company



A Service of  
Transamerica Corporation

# Transamerica Title Insurance Co

**EXECUTIVE OFFICE**  
1837 CALIFORNIA STREET, DENVER  
534-9066

**Adams County**  
1837 California Street, Denver  
534-9066

**Arapahoe County**  
2000 West Littleton Blvd., Littleton  
794-4255

**Boulder County**  
1317 Spruce Street, Boulder  
443-7160

**Denver County**  
1837 California Street, Denver  
534-9066

**Douglas County**  
2000 West Littleton Blvd., Littleton  
794-4255

**Eagle — Pitkin Counties**  
Drawer 2230  
Aspen, Colorado 81611  
925-1766

**Jefferson County**  
7580 West Colfax Avenue, Lakewood  
237-1381

**Larimer County**  
151 West Mountain Avenue, Fort Collins  
482-1208

**Mesa County**  
531 Reed Avenue, Grand Junction  
242-8234

**Pueblo County**  
627 North Main Street  
Pueblo, Colorado 81003  
(303) 543-0451

**Weld County**  
P. O. Box 370  
Greenley, Colorado 80631  
352-2283

**Agency Department**  
1837 California Street, Denver  
534-9066

**AGENTS THROUGHOUT COLORADO**

CLOSING SHEET

Seller - Downtown Parking Company, Inc., a Colorado corporation  
("Downtown Parking")

Purchaser -

Grand Junction, Colorado, Parking Authority, a Colorado  
corporation not for profit ("Authority")

Closing Date -

As of June 30, 1974

Property -

Lots 3 to 10 inclusive, and Lot 25 in Block 105;  
Lots 11 to 15 inclusive, except for 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 Block 116; Lots 22 to 26 inclusive, in  
Block 117; and Lots 17 to 32 inclusive, in Block  
118; all in and according to the Plat of City of  
Grand Junction, Colorado, located in Mesa County,  
Colorado,

Together with all their appurtenances, and other  
rights, including parking meters, structures,  
paving, equipment, and appurtenant easements.

Sale and Purchase Price -

Amount equal to Downtown Parking's net cost of  
acquisition (including financing charges) of  
the Holsum property traded by it to the City  
of Grand Junction, as of July 31, 1974 \$190,000.00

Amount equal to net amount due from City of  
Grand Junction, Colorado, to Downtown Parking  
as of July 1, 1974, under their Agreement  
dated December 3, 1964, with addendums and  
amendments dated February 1, 1965 (letter);  
December 6, 1967; October 23, 1969; May 7,  
1970; August 19, 1971; and undated "Agreement  
to Exchange Real Estate" between Preston  
Walker, et al, and Downtown Parking, as  
approved by the City.

Due as of June 30, 1974 \$465,734.79

Adjustments for receipts and  
reimbursable expenses for  
July, 1974.

Receipts	-0-	
Expenses	<u>\$ 10.09</u>	\$10.09

Adjustment for Downtown Parking's  
net interest carrying costs from  
July 1, 1974, to date of actual  
closing (none for Willsea contract  
assumed)

\$2,200.73      \$467,945.61



Total Sale and Purchase Price		\$657,945.61	
Less: 1973 Real Estate Taxes	Paid		
1974 Real Estate Tax adjustment (1/2 of 1973 taxes)	\$3,813.47		<3,813.47>
Less: Charles and Mary Willsea contract principal as of January 25, 1974.	\$48,750.00		
Total interest payable from January 25, 1974 to January 25, 1977, date of final installment	5,850.00		
	<u>\$54,600.00</u>		
Deduct interest payment made July 25, 1974	<\$ 1,450.45>		<\$53,149.55>
Net Balance Due (subject to the adjustments and agreements regarding various items hereinafter noted)			<u>\$600,982.59</u>
Payable by the Authority to the credit of Downtown Parking as follows:			
Payoff on notes payable and mortgages:			
United States Bank			
Principal	\$147,615.51		
Interest *	<u>\$ 2,329.53</u>		\$149,944.94
First National Bank			
Principal	\$ 93,575.86		
Interest *	<u>\$ 2,332.99</u>		\$ 95,908.85
Barbara Garms Tupper			
Principal	\$ 18,000.00		
Interest *	<u>\$ 613.36</u>		\$ 18,613.36
Valley Federal Savings and Loan			
Principal	\$ 6,843.24		
Interest *	\$ 37.07		
Release fee	5.00		
Escrow balance	<u>&lt; 83.00 &gt;</u>		6,802.31
Profit Sharing Plan for Employees of the Sentinel Publishing Company			
Principal	\$ 28,988.50		
Interest *	3,478.62		\$ 32,467.12
Loan for purchase of Holsum property			
Principal	\$190,000.00		
Interest *	<u>\$</u>		\$190,000.00
Total payoff on notes payable and mortgages			<u>\$493,736.58</u>
Balance payable to Downtown Parking			<u>\$107,246.01</u>
Total			<u><u>\$600,982.59</u></u>

\*Includes interest to payoff July 31, 1974.

1. Parking Authority shall pay the cost of title insurance for the benefit of the Authority in an amount equal to the sale and purchase price.
2. Utilities shall be adjusted as of June 30, 1974.
3. Rents shall be adjusted as of June 30, 1974.
4. The adjustment for 1974 General Property Taxes shall be final, even though the actual taxes may prove to be more or less than the figure set forth herein.
5. Downtown Parking shall pay the costs of obtaining of record a release of all liens that may be against the properties.
6. No insurance is being transferred.
7. The Authority shall be responsible for the recording of its deed and any real estate conveyance fee payable with respect to such recording.
8. The Authority shall pay the cost of the Certificate of Taxes due issued for its benefit.
9. The Authority shall pay any sales tax which may be applicable with respect to any personal property imposed on this sale and purchase.

The foregoing Closing Sheet and Agreements are hereby approved this 31st day of July, 1974.

DOWNTOWN PARKING COMPANY, INC.,  
a Colorado corporation

By 

GRAND JUNCTION, COLORADO, PARKING  
AUTHORITY, a Colorado corporation  
not for profit

By 

# INSURANCE <sup>AB</sup> BINDER

DATE July 26, 1974

INSURED'S NAME AND MAILING ADDRESS

INSURED'S BUSINESS/OCCUPATION

CITY OF GRAND JUNCTION, Grand Junction, Colo.  
and Grand Junction Colorado Parking Authority  
P.O. Box 968  
Grand Junction, Colorado 81501

City of Grand Junction

LOCATION OF RISK

Grand Junction, Colorado

PENDING ISSUANCE OF A POLICY, and in consideration of the stipulation herein contained, the Company listed below is hereby bound to the insured for a maximum of 30 days, and fewer if so stipulated under "days effective," from                      A.M. (standard time) on the effective date until                      A.M. (standard time) on the date of expiration, P.M.                      P.M.

EFFECTIVE DATE JULY 26, 1974 DAYS EFFECTIVE to bond issuance.                     

NAME OF INSURANCE COMPANY AID INSURANCE COMPANY (Mutual)

TYPE OF COVERAGE: Fidelity Bonds in amount of \$100,000 per each person:

**POLICY LIMITS/AMOUNTS**

**LIABILITY:**

<input type="checkbox"/> BODILY INJURY LIABILITY	\$	Each Person
	\$	Each Occurrence
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY	\$	Each Occurrence
<input type="checkbox"/>	\$	Aggregate
<input type="checkbox"/> MEDICAL PAYMENTS	\$	Each Person
<input type="checkbox"/> SINGLE LIMIT	\$	Per Occurrence
<input type="checkbox"/>	\$	

OTHER: ~~XXXXXXXXXXXX~~

Fidelity  
Bond \$100,000 Stanley Anderson, President  
\$100,000-Leland Schmidt, Vice-Pres.  
\$100,000-Victor Vance-Treasurer

**DESCRIPTION/REMARKS:**

**NAME OF MORTGAGEE (IF ANY)**

It is expressly stipulated that this binder is issued subject to all the terms and conditions of the policy regularly issued by the Company in the state in which the operation or property is located, which policy is hereby made a part hereof to the same extent as if fully set forth herein; and to the payment of such premium as may be found to be due to this Company, which premium, in the event of loss before expiration of this binder, shall be fixed at the full annual premium for the sum insured.

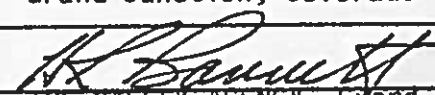
It is a condition of this binder that whenever the Policy of this Company is issued in lieu of its undertaking under this binder, its obligations hereunder shall cease and be void; provided, however, that this binder shall not continue in force beyond the expiration date stated herein. In no event shall this binder continue in force beyond thirty (30) days from the effective date of this binder. This binder is made and accepted subject to the foregoing stipulations and conditions and shall not be valid unless countersigned by the duly authorized agent of this Company.

This Binder may be cancelled at any time by the Insured by its surrender to the Company or to this agent, or by giving notice to the Company or to this agent when thereafter the cancellation shall be effective. The Binder may be cancelled by the Company, or by this agent in behalf of the Company, by mailing to the Insured, at the address shown above, written notice stating when not less than ten (10) days thereafter such cancellation shall be effective. The mailing of notices as aforesaid shall be sufficient notice. The effective date of cancellation stated in the notice shall become the end of the binder period. Delivery of written notice shall be equivalent to mailing.

When more than one Company is named in this binder, the above stipulations apply separately to each Company.

COUNTERSIGNED on the effective date shown above at: Grand Junction, Colorado

(Not applicable in Kansas)

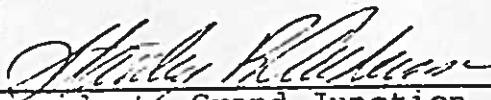
By   
THE VALLEY AGENCY, Grand Jctn, Colo.

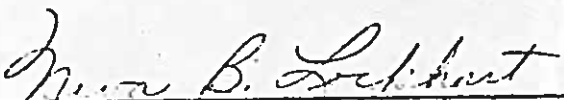
INSURED'S COPY

O R D E R

The undersigned officers of the Grand Junction, Colorado, Parking Authority, a Colorado nonprofit corporation, have entered into a Trust Agreement dated as of July 1, 1974 with The Colorado National Bank of Denver, of Denver, Colorado, providing for the issuance and security of Grand Junction, Colorado Parking Authority Bonds dated July 1, 1974, in the principal amount of \$950,000. The Colorado National Bank of Denver is hereby authorized and directed: (i) to authenticate the Bonds in the principal amount and having the details specified in the Bond Resolution attached to said Trust Agreement as "Exhibit B, and (ii) to deliver the Bonds so authenticated by it to, or upon the order of, Boettcher and Company on July 31, 1974, upon receipt of an acknowledgment by Grand Junction, Colorado, Parking Authority, of its receipt of the purchase price therefor from Boettcher and Company.

IN WITNESS WHEREOF, the Board of Directors of the Grand Junction, Colorado, Parking Authority has caused this Order to be delivered by Stanley R. Anderson, its President, and Neva B. Lockhart, its Secretary, and each of said officers has signed this Order and the same was sealed with the seal of the Grand Junction, Colorado, Parking Authority as of the 1<sup>st</sup> day of July, 1974.

  
 \_\_\_\_\_  
 President, Grand Junction, Colorado,  
 Parking Authority

  
 \_\_\_\_\_  
 Secretary, Grand Junction, Colorado,  
 Parking Authority

[SEAL]

STATE OF COLORADO )  
                                      ( ss.  
COUNTY OF MESA         )

SIGNATURE AND NON-LITIGATION CERTIFICATE

We, the undersigned officers of Grand Junction, Colorado, Parking Authority, a Colorado nonprofit corporation (the "Authority"), indicated by the official title opposite our names below, being first duly sworn, do hereby certify:

That we did, on the 23<sup>rd</sup> day of July, 1974, officially sign \$950,000 principal amount of Grand Junction, Colorado, Parking Authority Bonds dated July 1, 1974, numbered from 1 to 190 inclusive, and were in the denomination of \$5,000.00 each;

That the signature of Stanley R. Anderson, President of said Authority, upon the bonds is a facsimile of his signature; and the signature of Neva B. Lockhart, Secretary of said Authority, upon the bonds is her manual signature;

That at the date of such signatures and on July 1, 1974, we were the duly chosen, qualified and acting officers indicated therein and herein, and authorized to execute the same;

That our facsimile signatures are upon the coupons of said bonds; and

That an impression of the official corporate seal of Grand Junction, Colorado, Parking Authority is affixed on all of said bonds, and also hereto.

We further certify:

(a) that no litigation is pending or, to our knowledge, threatened in any court to restrain or enjoin the issuance or delivery of any of the bonds, or the collection of revenues pledged or to be pledged to pay the principal of and interest on, the bonds, including without limitation payments under the Leasehold Agreement With Option to Purchase, by and between The City of Grand Junction, Colorado and the Authority or in any way contesting the powers of the Authority, or any authority, or contesting or affecting the validity of, the bonds, the Trust Agreement dated as of July 1, 1974, by and between the Authority and The Colorado National Bank of Denver, as Trustee, or the Purchase Agreement dated May 22, 1974, by and between the Authority and Boettcher and Company, or the collection of said revenues or the pledge thereof, and

(b) that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, known to be pending or threatened against or affecting the Authority, nor to the best of the knowledge of the Authority is there any basis therefor, wherein an

unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of the bonds, said Trust Agreement, said Leasehold Agreement With Option To Purchase, said Purchase Agreement, or any agreement or instrument to which the Authority is a party, used or contemplated for use in the consummation of the transaction contemplated by the aforesaid instruments, and

(c) that neither the corporate existence of the Authority nor the title of the present members of the Board of Directors of the Authority or officers thereof to their respective offices is being contested and no authority or proceedings for the issuance of said bonds have been repealed, revoked or rescinded.

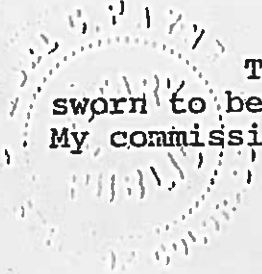
Signature

*Stanley R. Adams*

President  
Grand Junction, Colorado,  
Parking Authority

*Deva B. Lockhart*

Secretary  
Grand Junction, Colorado,  
Parking Authority



The foregoing certificate was subscribed and separately sworn to before me this 23<sup>rd</sup> day of July, 1974.  
My commission expires June 28 1975.

*Paul P. Payne*  
Notary Public

I hereby certify that the signatures of the officers above subscribed are true and genuine.

Signature Guaranteed  
FIRST NATIONAL BANK  
GRAND JUNCTION, COLORADO

By *R. H. [Signature]*  
Vice President

JUL 31 1974

RECORDED AT 10:50 O'CLOCK A. M.  
RECEPTION NO. 1073178 ANNIE M. DUNSTON, RECORDER

A25

BOOK 1021 PAGE 48

GROUND LEASE

THIS LEASE, made and entered into as of the 1st day of July, 1974, by and between CITY OF GRAND JUNCTION, COLORADO, a Colorado home rule municipal corporation, hereinafter called "Owner" or "City", and GRAND JUNCTION, COLORADO, PARKING AUTHORITY, a Colorado nonprofit corporation, hereinafter called "Tenant",

W I T N E S S E T H:

## ARTICLE I

LEASED PREMISES

Owner has, and does hereby designate and set aside primarily for vehicular parking and future vehicular parking purposes the entire "leased premises" described herein as the same shall be amended from time to time as herein provided.

Owner, for and in consideration of the rents, covenants, agreements and conditions hereinafter mentioned to be kept and performed, has this day rented, leased and let, and by these presents does rent, lease and let unto Tenant that certain property (sometimes hereinafter referred to as "leased premises") situated in the County of Mesa, State of Colorado, described and to be described as follows:

The "leased premises", for the purposes of this Ground Lease, prior to the amendment thereof as herein provided, shall be all of Lots 1 through 12 inclusive in Block 121 of the Plat of City of Grand Junction, Colorado, in Mesa County, Colorado, the vacated north one-half of alley adjoining said Lots 1 to 12 inclusive on the south, the vacated south one-half of Main Street adjoining said Lots 1 to 12 inclusive on the North, and the vacated west one-half of Second Street adjoining said lots on the east (the "described premises") [said "described premises" being more particularly described as Beginning at the northwest corner of Lot 1 in Block 121 of the Plat of City of Grand Junction, Colorado, thence north to center of Main Street, thence east along the center line of Main Street to the center line of Second Street, thence south on the center line of Second Street to the center of the East West alley of said Block 121 extended east, thence west along the center of the said East West alley extended east and the said East West alley, to a point on the west line of Lot 1 of said Block 121 extended south, thence north along the said west line of Lot 1 extended south and the said Lot 1 to the northwest corner of said Lot 1 in Block 121, being the place of beginning], all subject to the Owner's right, prior to the termination of the Lease Back referred to in Article V hereof, to construct at its sole cost and expense and (except for all the parking facilities and structures associated with the City's municipal community center, which shall be deemed to be a part of the leased premises at all times) to have sole ownership, possession and right to use a municipal community center beneath, upon, or over the described premises.

The leased premises in all cases shall include the necessary rights of ingress and egress to and from said leased premises.

At such time as the municipal community center and the parking facilities are capable of being separately described and designated, and from time to time thereafter, the description of the leased premises shall be amended and defined by an instrument executed

by the Owner and Tenant for the purposes of excluding from the "leased premises", and from this Ground Lease all that part, whether beneath, upon or over the surface of the described premises, which does not constitute all the parking facilities and structures associated with the City's municipal community center; provided that such amended leased premises in all cases shall include all parking facilities on, in or under said described premises and shall provide for not less than 727 spaces for parking vehicles (passenger automobiles) in addition to the parking facility capabilities of Lots 1 to 3 inclusive thereof, together with the necessary provisions at all times for parking facilities (including paving, stops, and other necessary fixtures and appurtenances for a vehicular parking business). Lots 1 to 3 inclusive of Block 121 of the City of Grand Junction, Colorado, leased herein, is subject to the outstanding rights of record of the prior owner, but shall also be subject to substitution of other areas within Lots 1 to 12 of Block 121 of the City of Grand Junction, or any additional area adjacent to said Block 121 which the City of Grand Junction may have available, having a similar area capable of accommodating vehicular parking and the necessary parking facilities.

The leased premises are to be used by Tenant for the purposes authorized in Article VII hereof. The leased premises are intended to be structurally associated with the City's municipal community center which Owner intends to construct in the near future at its sole cost and expense. Accordingly, Owner reserves the right to provide public access across or through the leased premises, and the right to place pipes and other utility lines within or under the leased premises, all as more particularly provided in Article XVI hereof.

## ARTICLE II

### TERM

The term of this Lease shall be for the period of twenty-five (25) years, commencing on July 1, 1974, and ending June 30, 1999.

## ARTICLE III

### RENT

As consideration for this Lease, Tenant agrees to pay to Owner rent of \$250,000 for the full term hereof upon the execution hereof.

## ARTICLE IV

### IMPROVEMENTS AND ALTERATIONS

It is recognized by Owner and Tenant that the main value of this prepaid Ground Lease is, at the date of this Lease, the Owner's planned construction of a municipal community center, and the inclusion in connection therewith of parking facilities capable of accommodating not less than the prescribed number of vehicles and parking facility capabilities as set forth in Article I hereof.

Owner agrees to set aside the rental paid by Tenant for this Lease in a separate special fund to be used for the purpose of constructing parking facilities, with the necessary paving, stops, and other necessary fixtures and appurtenances for the purposes of accommodating a vehicular parking business, to be associated with the City's above mentioned municipal community center, or to be used to reimburse Tenant as herein provided. In the event the construction work is not completed on or before the date of termination of the Lease Back, referred to in Article V hereof, as the same may be ex-



tended, the Owner shall reimburse Tenant the "value of the remaining leasehold interest" determined as hereinafter provided, and this Ground Lease shall be deemed to have been terminated.

The "value of the remaining leasehold interest" shall be the following percentages of prepaid rent provided for in Article III at the times indicated:

	Percentage
0 to 1 years	100.0
1 to 2 years	97.6
2 to 3 years	95.1
3 to 4 years	92.5
4 to 5 years	89.8
5 to 6 years	87.0
6 to 7 years	84.1
7 to 8 years	81.0
8 to 9 years	77.9
9 to 10 years	74.6
10 to 11 years	71.2
11 to 12 years	67.6
12 to 13 years	63.9
13 to 14 years	60.0
14 to 15 years	56.1
15 to 16 years	51.9
16 to 17 years	47.6
17 to 18 years	43.1
18 to 19 years	38.4
19 to 20 years	33.6
20 to 21 years	28.5
21 to 22 years	23.2
22 to 23 years	17.8
23 to 24 years	12.0
24 to 25 years	6.2

Consistent with the Tenant's right to quiet enjoyment of the Leased Premises, alterations and improvements subsequent to completion of the construction may be made by Owner at its expense.

Any and all alterations, additions and improvements made to the leased premises, as well as all fixtures and equipment attached to or made a part of the leased premises, shall become the property of the Owner at the termination of this Lease and shall be surrendered to Owner. Tenant shall be under no obligation to rebuild or replace any improvements on the leased premises.

#### ARTICLE V

##### LEASE BACK

As one of the considerations for this Ground Lease, Tenant is entering into a "Leasehold Agreement with Option to Purchase" effective as of July 1, 1974, with the City covering the premises covered by this Ground Lease and other properties.

The parties agree that the leasehold estate and other interests granted under said "Leasehold Agreement with Option to Purchase" shall not merge with the fee interest of Owner, nor except as stated therein defeat or release the leasehold interest of Tenant under this Ground Lease.

During the period the Leasehold Agreement ("Lease Back"), as distinguished from the Option to Purchase referred to therein, shall be in full force and effect, the Tenant's obligations and liabilities to the Owner under and pursuant to Articles VI, VII, VIII, IX, X and XI, of this Lease shall be deemed to be governed by the

provisions and requirements therefore of the City under said Lease Back Agreement, and shall be deemed to be satisfied in full by City's performance of the City's covenants and agreements required in Tenant's behalf under said Lease Back Agreement.

#### ARTICLE VI

##### CARE OF PREMISES

All normal maintenance and care of the leased premises shall be done by Tenant at its sole cost and expense. Tenant shall be under no obligation to repair, maintain and keep the municipal community center buildings, structures and improvements beneath, within, upon or over the leased premises in good repair and safe condition. Tenant agrees to keep the leased premises clean and free from rubbish, dirt, snow and ice. Tenant agrees to keep the premises and all fixtures and equipment thereon in good working order and in a clean and sightly condition, and Tenant agrees to do no act which would injure the premises, equipment, fixtures, improvements and appurtenances or be a nuisance or menace to Owner or any person lawfully visiting or working upon the leased premises.

#### ARTICLE VII

##### USE OF PREMISES

Tenant shall use the leased premises primarily for storage and parking of vehicles and such other purposes authorized by law and regulatory authority as may be undertaken by Tenant.

#### ARTICLE VIII

##### UTILITIES

Tenant shall pay all bills for utilities furnished to or used on the leased premises, including without limitation, telephone, gas, electricity, water, sewer and trash and garbage removal service, and to pay all costs and charges incident to the establishment of such services.

#### ARTICLE IX

##### OWNER NOT LIABLE FOR PERSONS OR PROPERTY

All property of every kind which may be on the leased premises during the term hereof, shall be at the sole risk of Tenant or those claiming under it, and Owner shall not be liable to Tenant, its agents, employees, tenants, subtenants or any other person whatsoever for injury or death of any person or damage to or loss of property in or upon the leased premises which may arise or which may be alleged to have been caused by reason of or in connection with Tenant's use and occupancy of the leased premises during the term hereof, and Tenant hereby covenants and agrees to assume any and all liability and expense therefor and to save the Owner harmless therefrom.

#### ARTICLE X

##### INDEMNIFICATION OF OWNER

Tenant will indemnify and hold Owner harmless from and against all claims and demands and loss or damage including claims for property damage, personal injury or wrongful death arising out of and in connection with the use or occupancy, other than construction or demolition upon the leased premises, of the leased premises

by any person claiming by, through, or under Tenant.

In case of any proceeding at law or in equity wherein Owner, without default in the keeping of its covenants hereof, shall be made a party to litigation by reason of Tenant's interest in the leased premises, Owner shall be allowed and paid by Tenant for costs, charges and reasonable attorneys' fees incurred by Owner.

#### ARTICLE XI

##### PUBLIC LIABILITY AND WORKMEN'S COMPENSATION

Tenant covenants and agrees to maintain or cause to be maintained at all times during the term of this Lease public liability insurance with responsible insurance companies doing business in Colorado, under which Owner shall be named as one of the insured, properly protecting and indemnifying Owner and Tenant in an amount not less than \$300,000 for injury to any one person (including death), not less than \$1,000,000 for personal injury in any one accident, and not less than \$100,000 for property damage; and Tenant shall also carry such workmen's compensation insurance as shall be required by the laws of the State of Colorado. Tenant shall furnish Owner with a certificate or certificates of insurance covering said public liability and workmen's compensation insurance so maintained or caused to be maintained by Tenant.

#### ARTICLE XII

##### ASSIGNMENT

Tenant may assign, convey, mortgage, or transfer its interest or any part or parts thereof under this Lease, or sublease the leased premises or any part or parts thereof without the prior written consent of the Owner.

Any assignment, encumbrance or sublease shall not relieve Tenant from its liability to Owner for the full performance of Tenant's obligations hereunder. In case of approval by Owner of any such assignment, and the release of the Authority with respect to the obligations thereof, the assignee alone shall be liable for the full performance of Tenant's obligations hereunder. Upon termination of this Lease by lapse of time or otherwise, any sublease hereunder shall automatically terminate.

#### ARTICLE XIII

##### DESTRUCTION AND RESTORATION

In the event the improvements on the leased premises, or any part thereof, be destroyed by any casualty, Owner shall, from and to the extent of the proceeds of any and all insurance and awards, restore, repair, reconstruct or replace the same forthwith to as good condition as the improvements were in immediately prior to such damage or destruction. In the event insurance or awards are in fact not received sufficient for such purpose, and Owner does not elect to proceed using other available funds, Tenant shall be entitled as damages to such insurance or awards as Owner receives up to the "value of the remaining leasehold interest" as determined in accordance with Article IV hereof. Tenant shall have the election of making the leased premises suitable for its purposes by making improvements forthwith at Tenant's sole cost and expense, or removing all movable improvements and remains of movable improvements upon the leased premises.

In the event of damage or destruction, Owner shall have

the right to change, vary or alter the style and design of the improvements, the intent herein being only that Owner either restore the premises or construct new premises of equal or greater value than existing prior to the damage or destruction. Any restoration, construction, change or variation as hereinbefore referred to shall be made in accordance with Article IV hereof and the leased premises description amended in accordance with Article I hereof.

#### ARTICLE XIV

##### REMEDY UPON DEFAULT

In the event Owner or Tenant at any time shall fail or neglect to perform or observe any covenant, condition or agreement herein contained on its part to be performed or observed, for ninety (90) days after written notice of such default, Owner or Tenant shall have the right to specific performance and damages, from time to time, to enforce such covenants, conditions or agreements, or for compensation for such breach from time to time.

The parties further agree that if the leased premises shall be abandoned or vacated by Tenant before the end of the term, then Owner shall have the right to obtain a judicial termination of this Lease pursuant to the notice herein provided.

For all purposes under this Lease, Tenant and Tenant's assignee, if any, shall be treated as separate entities. Owner by sending notices to Tenant and Tenant's assignee shall preserve all rights against each pursuant to the terms of this Lease.

#### ARTICLE XV

##### CUMULATIVE REMEDIES

None of the covenants, terms or conditions of this Lease to be kept and performed by Owner or by Tenant shall in any manner be altered, waived, modified, changed or abandoned, except by written instrument to be signed and delivered by Owner or by Tenant, as the case may be, and not otherwise. No act or acts, omission or omissions, or any waiver, acquiescence or forgiveness as to any default or breach in the failure of the performance, either in whole or in part by either party of any of the covenants, terms or conditions of this Lease shall be deemed or construed to be: a) an extinguishment of such covenant or condition, the breach whereof has been waived; or b) a waiver of the right to declare a forfeiture of this Lease for any subsequent breach; or c) a waiver of the right at all times in the future to insist upon the full and complete performance of each and all of the covenants, terms and conditions to be performed according to the provisions of this Lease in the manner and to the same extent as the same are herein covenanted to be performed. Both parties hereby expressly waive the right to assert that any of the covenants, terms and conditions of this Lease have in any manner been altered, waived, modified, changed or abandoned except as it may be so altered, waived, modified, changed or abandoned by such written instrument duly signed by the party consenting to the change and delivered to the other party.

No remedy herein or otherwise conferred upon or reserved shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Further, all power or remedy given by this Lease may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission to exercise any right or power arising from any default shall impair any such right or power, or shall be considered to be a waiver of any such default or acquiescence therein.

ARTICLE XVI

BOOK 1021 PAGE 54

TITLE

Owner covenants that it is the owner of the leased premises; that it has the right and authority to make this Lease and that Tenant, by paying the rent herein as provided in Article III hereof and performing all covenants herein contained on Tenant's part to be performed and observed, shall and will have and hold peaceful possession and enjoyment of the leased premises during the term thereof.

If, in connection with the Owner's construction, improvement or development of land adjoining and air space above the leased premises to be designated or designated and set aside for the City's municipal community center, it becomes necessary to provide access across or through the leased premises or to place pillars, supporting structures, pipes or utility lines within or under the leased premises, Tenant agrees it will make or cause to be made such grant or grants or rights-of-way or easements as may be reasonably requested by the Owner for such purposes so long as such easements do not interfere unreasonably with the necessary subjacent, adjacent and other supports, space and other requirements for the permitted use of the leased premises. The Owner further agrees that the Tenant shall be free from any claims or damages arising by reason of such construction, access and the placement of such utilities upon the leased premises by the Owner.

ARTICLE XVII

INSPECTION OF PREMISES

Tenant will permit Owner and its agents at reasonable times during the term hereof to enter on the demised premises and examine and inspect the same.

ARTICLE XVIII

REPRESENTATIONS

Tenant acknowledges and agrees that it has not relied upon any statements, representations or warranties, except such as are expressly and specifically set forth herein.

ARTICLE XIX

NOTICES

All notices required to be given, or desired to be given, hereunder shall be in writing and may be served as permitted by statute for service of process, but shall be deemed duly served for all purposes: a) upon Owner by mailing a copy thereof by registered or certified United States mail, postage prepaid, addressed to Owner at Grand Junction, Colorado, and b) upon Tenant at Grand Junction, Colorado, by registered or certified mail as aforesaid, or at such other place or places as Owner or Tenant may designate hereinafter in writing. Notices to an assignee, mortgagee or trustee may likewise be served as permitted by statute for service of process, but likewise be deemed duly served by such mailing in like manner to its or their respective last known addresses. All notices given by registered or certified mail as aforesaid shall be deemed duly served as of the date they are postmarked.

HEADINGS

The headings appearing on this Lease are not a part of this instrument, and shall not affect the true meaning and intent of the terms hereof. Throughout this Lease the singular shall include the plural and vice versa when the context permits, and any verb used in connection therewith shall be modified to conform to the context of the sentence.

## ARTICLE XXI

COVENANTS RUN WITH THE LAND

The covenants and agreements herein contained shall run with the leased premises and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

## ARTICLE XXII.

PRONOUNS

Use of the personal pronoun shall be construed to mean the impersonal where applicable, and vice versa.

## ARTICLE XXIII

EMINENT DOMAIN

If the whole or any part of the premises hereby leased shall be taken by any public or quasi-public authority under the power of eminent domain and the leased premises provided for in Article I is not amended as permitted therein so as to satisfy the requirements thereof, then the term of this Lease shall cease on such portion of the leased premises as is not satisfied by amendment from the day possession thereof of that part shall be required under eminent domain; and, at the time of such partial termination, the Tenant shall have the right either to cancel this Lease and declare the same null and void, or to continue in possession of the remainder of the leased premises under the terms herein provided. Tenant shall be entitled to damages awarded for diminution in value to the leasehold estate hereunder and for all improvements on the leased premises. Tenant shall further be entitled to any award made for loss of business and depreciation to and cost of removal of fixtures. Owner shall be entitled to damages awarded the taking of the fee title as diminished by the leasehold hereunder. As between the Owner and Tenant, it is stipulated that the damages for a total leasehold termination shall be the "value of the remaining leasehold interest" determined as provided in Article IV hereof.

## ARTICLE XXIV

TIME

Time is of the essence hereof.

## ARTICLE XXV

PARTIAL INVALIDITY

If any term or provision of this Lease or the application

thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate the day and year first above written.

CITY OF GRAND JUNCTION, COLORADO

(SEAL)

By Laurence L. Kozick  
President, City Council

ATTEST:

Blanche Stringer  
Deputy City Clerk

GRAND JUNCTION, COLORADO, PARKING AUTHORITY

(SEAL)

By Stanley R. Anderson

ATTEST:

Meva B. Lockhart  
Secretary

STATE OF COLORADO )  
COUNTY OF Mesa ) ss.

The foregoing instrument was acknowledged before me this 25th day of July, 1974, by Laurence L. Kozick President of the City Council, and Blanche Stringer, Deputy City Clerk, of CITY OF GRAND JUNCTION, COLORADO, a Colorado home rule municipal corporation, on behalf of the corporation.

My commission expires: JAN 22 1978

Witness my hand and official seal.

Sarah L. Johnson  
Notary Public

STATE OF COLORADO )  
COUNTY OF Mesa ) ss.

The foregoing instrument was acknowledged before me this 25th day of July, 1974, by Stanley R. Anderson as President and Meva B. Lockhart as Secretary, of GRAND JUNCTION, COLORADO, PARKING AUTHORITY, a Colorado nonprofit corporation, on behalf of the corporation.

My commission expires: JAN 22 1978

Witness my hand and official seal.

Sarah L. Johnson  
Notary Public

RECORDED AT 10:50 A.M. RECEPTION NO. 1073179 ANNIE M. DUNSTON, RECORDER

State Documentary Fee

Date JUL 31 1974

\$ Exempt

WARRANTY DEED

DOWNTOWN PARKING COMPANY, INC., a Colorado corporation ("Grantor"), in consideration of \$10.00 and other considerations, conveys and transfers to GRAND JUNCTION, COLORADO, PARKING AUTHORITY, a Colorado non-profit corporation ("Grantee"), the following described real property located in Mesa County, Colorado:

Lots 3 to 10, inclusive, and Lot 25 in in Block 105;

Lots 11 to 15, inclusive, in Block 116, except the West 85 feet of Lots 11 to 15, inclusive, and also except any part of Lots 11, 12 and 13 lying West of the East 50 feet of Lots 11, 12 and 13;

Lots 22 to 26, inclusive, in Block 117;

Lots 17 to 32, inclusive in Block 118;

All of such lots lying and being in the City of Grand Junction, Colorado;

Together with all improvements and appurtenances used upon or in connection with the real estate described above, including but not limited to, all parking meters installed thereon.

Grantor warrants title to the real estate described herein subject to (a) the 1974 ad valorem taxes, (b) the 1974 special improvement assessments, if any, and (c) the obligations and provisions of any party wall agreements pertaining to any of the improvements located on the real estate described above.

Grantor executed this instrument as of July 1, 1974.

DOWNTOWN PARKING COMPANY, INC.

BY [Signature] President



[Signature]  
Secretary



STATE OF COLORADO )  
                          ) SS.  
COUNTY OF MESA     )

The foregoing instrument was acknowledged before me  
this 31st day of July, 1974, by Leland A. Schmidt  
as President, and Amos L. Raso as Secretary  
of DOWNTOWN PARKING COMPANY, INC.

Witness my hand and official seal.

David D. Palocz  
Notary Public

My Commission expires: Sept 10, 1977



STATE OF COLORADO  
UNIFORM COMMERCIAL CODE—FINANCING STATEMENT

A26

**INSTRUCTIONS**

1. Please TYPE this form.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8". Long schedules of collateral, indentures, etc., may be on any size paper that is convenient. Indicate number of additional sheets presented.
4. If collateral is crops or goods which are or are to become fixtures, describe the real estate concerned; clerk and recorder will index in both the real estate and the personal property records.
5. At the time of filing, filing officer will return third copy as an acknowledgment.

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) <b>Grand Junction, Colorado,                  Parking Authority, a Colo-                  rado nonprofit corporation                  c/o Neva B. Lockhart                  510 Rood Avenue                  Grand Junction, Colo. 81501</b>	2. Secured Party(ies) and address(es) <b>The Colorado National                  Bank of Denver, a Nation-                  al Banking Association                  Trust No. <u>6-14173-16</u>                  17th and Champa Street                  Denver, Colorado 80202</b>
--	---

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)  
 STATE OF COLORADO }  
 County of MESA } SS  
 I hereby certify that this instrument was  
 filed for record. **41788**  
**JUL 31 1974**  
 at 12:15 o'clock P  
**ANNIE M. DUNSTON**, County Clerk & Recorder  
 Deputy

4. This financing statement covers the following types (or items) of property:  
**All right, title and interest of the Debtor in, to, and under the "Leasehold Agreement With Option to Purchase" dated as of July 1, 1974 and the Ground Lease dated as of July 1, 1974, (subject to said Leasehold Agreement With Option to Purchase) between the Debtor and the City of Grand Junction, Colorado, including all the proceeds receivable with respect thereto. All moneys revenues, proceeds, receipts and income received by Debtor from operation of, and fixtures and tangible personal property used or to be used in connection with, and proceeds of any contracts for disposal of, any or all of the property of Debtor in the City of Grand Junction, Mesa County, Colorado more specifically described in Exhibit A attached hereto and made a part hereof, and the projects located thereon, pursuant to Trust Agreement between the**

- Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered  Crops are covered  Fixtures are covered

Debtor and Creditor dated as of July 1, 1974.  
GRAND JUNCTION, COLORADO, PARKING AUTHORITY, a Colorado nonprofit corporation By: \_\_\_\_\_  
 Signature(s) of Debtor(s)

THE COLORADO NATIONAL BANK OF DENVER, a national banking association By: \_\_\_\_\_  
 Signature(s) of Secured Party(ies)

(4) Secured Party Copy

EXHIBIT A

Attached to and made a part of the UCC Financing Statement between GRAND JUNCTION, COLORADO, PARKING AUTHORITY and THE COLORADO NATIONAL BANK OF DENVER.

The "Real Property"

Lots 3 to 10 inclusive, and Lot 25 in Block 105;

Lots 11 to 15 inclusive, 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 Block 116;

Lots 22 to 26 inclusive, in Block 117; and

Lots 17 to 32 inclusive, in Block 118; all in and according to the plat of City of Grand Junction, Colorado.

Subject to, but with all rights under, paragraph 9 of "Agreement to Exchange Real Property" between Preston Walker, et al and The Downtown Parking Company, as approved by the City of Grand Junction, Colorado.

The Property also includes the Authority's right under a long term parking facility leasehold agreement from the City of Grand Junction, Colorado, with respect to Lots 1 to 12, in Block 121, City of Grand Junction, Colorado.

Together with all their appurtenances, including parking meters, structures, paving, equipment, easements, and rights used for parking facility purposes.

July 31, 1974

First National Bank in Grand Junction  
P.O.Box 608  
Grand Junction, Colorado 81501

Gentlemen:

From the proceeds of the July 1, 1974, bond issue of the undersigned, Grand Junction, Colorado, Parking Authority, you are directed to make cashiers' checks for payment of obligations of Grand Junction, Colorado, Parking Authority, as follows:

United States Bank of Grand Junction	\$149,944.94
First National Bank in Grand Junction	\$ 95,908.85
Barbara Garms Tupper	\$ 18,613.36
Valley Federal Savings and Loan Association	\$ 6,802.31
Marion Fletcher, William H. Nelson and Chan Edmonds as Trustees and their successors-Trustees, under a trust instrument made April 1, 1955, in connection to a plan adopted by the Sentinel Publishing Co. entitled "Profit Sharing Plan for Employees of the Sentinel Publishing Co."	\$ 32,467.12
C. J. Patterson and Downtown Parking Company, Inc.	\$190,000.00
Downtown Parking Company, Inc.	\$107,246.01
City of Grand Junction, Colorado	\$250,000.00
Rovira, DeMuth & Eiberger	\$ 35,321.83
Dufford, Williams & Milburn	\$ 2,445.00
United States Bank of Grand Junction, Escrow Agent (Willseas)	\$ 53,149.55
Transamerica Title Insurance Company	\$ 2,622.50
<hr/>	
Total	\$944,521.47

First National Bank  
Page Two  
July 31, 1974

Dated this 31st day of July, 1974.

GRAND JUNCTION, COLORADO, PARKING  
AUTHORITY

By *Henry R. Anderson*  
President

JUL 31 1974

SETTLEMENT AGREEMENT

THIS AGREEMENT, dated as of the 1st day of July, 1974, by and between DOWNTOWN PARKING COMPANY, INC., a Colorado corporation, hereinafter referred to as "Downtown Parking", and THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, hereinafter referred to as "City".

RECITALS

A. The parties hereto heretofore entered into an Agreement dated December 3, 1964, which has had Addendums dated February 1, 1965 (letter); December 6, 1967; October 23, 1969; May 7, 1970; August 19, 1971; and undated "Agreement to Exchange Real Estate" between Preston Walker, et al. and Downtown Parking, as approved by the City. Said Agreement, as so amended, provided for the leasing of certain properties of Downtown Parking by the City for off-street parking, and the eventual acquisition of such properties by the City upon payment of the option price on said properties from the net proceeds from the operation of the off-street parking facilities on said lots, as designated by the said Agreement as amended.

B. Under the Agreement referred to in Recital A above, the City has certain equitable rights and interests, and is subject to various liabilities, with respect to certain real and personal properties which have been acquired or are being acquired by Downtown Parking for parking facilities for the benefit of the City.

C. The City, in pursuance of its long-term plan for providing downtown, off-street parking facilities, has indicated a desire to acquire Lots 17 to 19 inclusive, and the East Half of Lot 20 of Block 99, and Lots 3 to 8 inclusive, in Block 100, of the Plat of the City of Grand Junction, Colorado, subject to a five year lease, to be used in connection with those long-term plans for providing off-street parking facilities.

D. To assist it in its plan for furnishing off-street parking facilities, the City has approved the formation of a non-profit corporation by the name of Grand Junction, Colorado, Parking

Authority (hereinafter referred to as the "Authority"), which corporation will issue bonds amounting to not more than \$950,000, with the proceeds to be used for the purpose of financing the acquisition of off-street parking facilities on behalf of the City, and to be leased to the City. When the bonds, indebtedness and expenses, with respect to this bond issue and the Authority have been fully paid, the parking facilities acquired by the Authority shall be conveyed and delivered to the City free of encumbrances. The bonds, the interest thereon, the financing and other costs of the Authority are to be paid from rentals or proceeds from the parking facilities properties acquired by the Authority, and from other legally available income of the City, although the City is to have the option to pay such of said items as remain unpaid at any time from any source and immediately acquire the Authority's properties.

E. It is desired by the parties hereto that Downtown Parking acquire the property referred to in Recital C, and exchange that property to the City for all of the City's rights and interests in and to any and all properties under or pursuant to the Agreement referred to in Recital A and all other rights under that Agreement, including, but not limited to, all amounts due to or payable to the City in connection with said Agreement. The parties have agreed that the value of the property referred to in Recital C is equal to the City's said interests in and under the Agreement referred to in Recitals A and B.

F. Downtown Parking is to sell all the properties on which the City had an option under the Recital A Agreement to the Authority at a price equal to what the City had payable with respect to the Recital A Agreement properties, plus Downtown Parking's cost of acquisition with respect to the Recital C property. Thus, the City will still have an option to acquire all the parking facility property covered by the Agreement referred to in Recital A through the Authority's acquisition of the property, on its behalf, subject to payment of the Authority's cost of acquisition.

NOW, THEREFORE, for good and valuable consideration, the

sufficiency of which is hereby acknowledged, Downtown Parking and the City agree as follows:

1. The City and Downtown Parking hereby agree that the Agreement referred to in Recital A is hereby terminated in its entirety.
2. The City of Grand Junction does hereby quitclaim, transfer and convey to Downtown Parking all its equitable interest and any and all legal interest it may have in and under the Agreement referred to in Recital A, including, but not limited to, the following real property located in the County of Mesa, State of Colorado, to-wit:

Lots 3 to 10 inclusive, and Lot 25 in Block 105; Lots 11 to 15 inclusive, 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 Block 116; Lots 22 to 26 inclusive, in Block 117; and Lots 17 to 32 inclusive, in Block 118; all in and according to the plat of City of Grand Junction, Colorado.

Together with all their appurtenances, and other rights, including parking meters, structures, paving, equipment, and appurtenant easements.

The City also does hereby assign, quitclaim and convey to Downtown Parking all the City's rights under and pursuant to any lease or subleases with respect to said properties, and all rights and amounts or payments which may be due the City from Downtown Parking.

3. Downtown Parking does hereby bargain, sell and convey to the City Lots 17 to 19, inclusive, and the East Half of Lot 20, in Block 99, and Lots 3 to 8, inclusive, in Block 100 in the City of Grand Junction, Colorado, according to the recorded Plat thereof, together with all its appurtenances and warrants title to the same, subject to a five-year leasehold agreement with prior owner and subject to the 1974 real estate taxes due in 1975.

Downtown Parking does hereby assign, quitclaim and convey to the City all Downtown Parking's rights under and pursuant to any lease or subleases with respect to said properties, and all rights and amounts or payments which may be due Downtown Parking from the City.



Cash adjustments shall be made as of July 1, 1974 for insurance, rentals and 1974 real estate taxes (based on the 1973 taxes).

4. The City and Downtown Parking each agree to execute such further confirmatory conveyances as may be desired by the other party, in accordance with the intentions of the parties hereto.

DOWNTOWN PARKING COMPANY, INC.

ATTEST:

Amos L. Raso  
Secretary

BY Leland Schmidt  
President



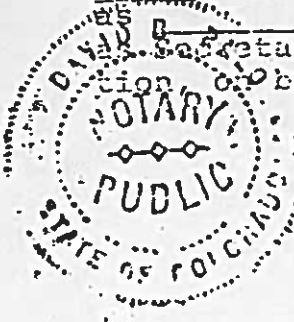
THE CITY OF GRAND JUNCTION, COLORADO

BY Lawrence L. Kozisek  
President of Council

Blanche Stringer  
Deputy City Clerk

STATE OF COLORADO )  
                                  ) SS.  
COUNTY OF MESA        )

The foregoing instrument was acknowledged before me this 25th day of July, 1974, by Leland Schmidt President, and Amos L. Raso Secretary of DOWNTOWN PARKING COMPANY, INC., a Colorado corporation, on behalf of the corporation.



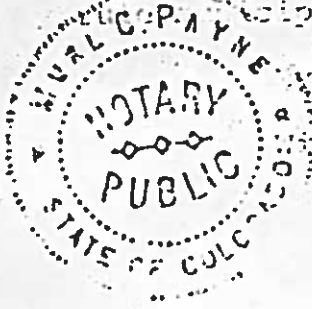
My commission expires: Sept. 10, 1977

Witness my hand and official seal.

Dwight B. [Signature]  
Notary Public

STATE OF COLORADO )  
                                  ) SS.  
COUNTY OF MESA        )

The foregoing instrument was acknowledged before me this 25th day of July, 1974, by Lawrence L. Kozisek as President of Council, and Blanche Stringer City Clerk, of CITY OF GRAND JUNCTION, COLORADO, a Colorado home rule municipal corporation, on behalf of the corporation.



My commission expires: June 28, 1975

Witness my hand and official seal.

[Signature]  
Notary Public

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1073190

INDEXED pad

STATE OF COLORADO } ss  
County of MESA  
I hereby certify that this instrument was  
Filed for record

JUL 31 1974

at 12:00 o'clock P M and recorded  
In Book 1021 Page 83  
ANNIE M. DUNSTON, County Clerk & Recorder  
*Annie M. Dunston* Deputy

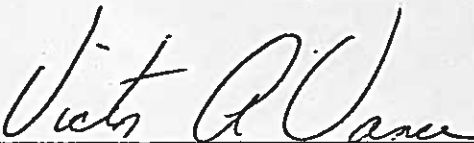
*Return to  
Rhiney Demuth &  
Baker to  
Suite 1600  
718 17th Street  
Denver, Color 80202*

RECEIPT OF NOTICE

The undersigned, on behalf of the City of Grand Junction, Colorado, hereby acknowledges receipt of a copy of the Trust Agreement, dated July 1, 1974, between Grand Junction, Colorado, Parking Authority, a Colorado corporation not for profit, and The Colorado National Bank of Denver, Denver, Colorado, a National Banking Association.

The undersigned particularly notes that under Article II of said Trust Agreement, certain payments by the City which would otherwise be made to Grand Junction, Colorado, Parking Authority, are to be made to The Colorado National Bank of Denver, Denver, Colorado, as Trustee, pursuant to the assignment of those certain interests.

IN WITNESS WHEREOF, the undersigned has executed this "Receipt of Notice" this 31st day of July, 1974.

  
\_\_\_\_\_  
Treasurer of the  
City of Grand Junction, Colorado

Internal Revenue Service  
Washington, DC 20224

Date: 25 JAN 1974

In reply refer to:  
T:I:I:2:3

▷ Mr. Robert L. Roberts  
Rovira, De Muth & Eiberger  
1600 Western Federal Savings Building  
718 Seventeenth Street  
Denver, Colorado 80202

Dear Mr. Roberts:

This replies to your letter dated January 11, 1974, submitted on behalf of the Grand Junction, Colorado Parking Authority (the Authority). You request that we advise as to whether certain amendments to the Authority's Articles of Incorporation adversely affect the conclusions reached in our ruling letter dated January 8, 1974.

You state that through oversight you neglected to inform our office that the Authority's Articles of Incorporation were amended on November 19, 1973 to eliminate the requirement that successor members of the Authority's Board of Directors be residents of the City of Grand Junction, Colorado and that no fewer than three members of the Authority's Board of Directors must be members of the City Council of Grand Junction, Colorado. The Authority's Articles of Incorporation were further amended to specify that the City of Grand Junction, Colorado has an irrevocable right and option to acquire any public improvement or other property which the Authority owns upon payment of any outstanding indebtedness. As stated in our ruling letter of January 8, 1974, the City of Grand Junction, Colorado will lease the parking facility which the Authority will cause to be constructed. Under the provisions of the lease, the City of Grand Junction will possess an option to purchase the parking facility at anytime upon payment of an amount sufficient to retire the outstanding bond indebtedness.

Mr. Robert L. Roberts

Based solely upon the information submitted, it is concluded that the amendments to the Articles of Incorporation of the Grand Junction, Colorado Parking Authority will not adversely affect the conclusions reached in our ruling letter dated January 8, 1974.

Sincerely yours,

*Virgil L. Richmond*

Acting Chief, Individual Income Tax Branch

January 11, 1974

Commissioner of Internal Revenue  
Internal Revenue Building  
Washington, D.C. 20224

Attention: T:I:I:2:3

Re: Grand Junction, Colorado Parking Authority

Dear Sir:

Your letter of January 8, 1974, has been received. In paragraph 2 of the ruling, you recite that the members of the Authority's Board of Directors must be residents of Grand Junction and no fewer than three must be members of the City Council of Grand Junction.

Through an oversight on my part, I neglected to advise you that after the original request for ruling was submitted, the corporation amended its Articles of Incorporation to eliminate the requirement that the successors to the Board of Directors must be residents of Grand Junction and that no fewer than three directors be members of the City Council of Grand Junction. The amendment to the Articles of Incorporation also specified that the City of Grand Junction would have an irrevocable option and right to acquire the Project at any time from the corporation.

It is my understanding that there is no longer a requirement for a ruling on this issue that the Municipality have control of the Board of Directors of the non-profit corporation and that therefore this change in our Articles should have no effect upon your ruling. However, I would appreciate it if you would formally advise me by letter that this change in the Articles of Incorporation does not adversely effect your ruling letter of January 8, 1974.

Very truly yours,

ROVIRA, DeMUTH & EIBERGER

Robert L. Roberts

RLR:jh

Internal Revenue Service  
Washington, DC 20224Date:  
8 JAN 1974In reply refer to:  
T:I:I:2:3

Mr. Robert L. Roberts  
Rovira, DeMuth & Eiberger  
1600 Western Federal Savings  
Building  
718 Seventeenth Street  
Denver, Colorado 80202

Dear Mr. Roberts:

This replies to your letter dated October 19, 1973, submitted on behalf of the Grand Junction, Colorado, Parking Authority (the Authority). You request rulings concerning the tax exempt status of the Authority and the taxability of interest on certain bonds proposed to be issued by the Authority pursuant to Section 103(a)(1) of the 1954 Internal Revenue Code.

The documents and information which you have submitted reveal the following pertinent facts. The Authority was incorporated under the Colorado Non-Profit Corporation Act, C.R.S. Section 31-24-1 et. seq. to promote the general welfare of the City of Grand Junction, Colorado (the City). The Authority has no stockholders or members. The Authority's business affairs are managed by a Board of Directors composed of five members. The initial Directors were appointed by the City Council of Grand Junction to serve for a three year term. The successor Directors will be elected by a majority vote of the incumbent Directors. The members of the Authority's Board of Directors must be residents of Grand Junction, and no fewer than three Directors must be members of the City Council of Grand Junction. The Authority states that none of its assets, income or profits will ever be distributable to private persons or entities and that in the event of dissolution or liquidation of the Authority all of the Authority's assets shall be distributed to the City or its governmental successors.

The Authority proposes to issue bonds in an aggregate amount not to exceed \$1,000,000 and acquire offstreet parking facilities with the bond proceeds. The bonds will be coupon bonds issued in denominations of \$5,000 each. The bond indebtedness will be secured by a first mortgage upon the real property upon which the parking facilities are located and a pledge of the rental revenues to be paid under a lease which will be executed by the Authority and the City.

Mr. Robert L. Roberts

Upon issuance of the bonds and acquisition of the parking facilities, the Authority will lease the parking facilities to the City. The lease will be for a one year period, and the City will possess continuous options to extend the lease for additional one year periods until the bond indebtedness is fully paid. When the bond indebtedness has been paid, the Authority will convey full and complete title to the parking facilities to the City. The City will possess an option pursuant to the lease to purchase the parking facilities at any time from the Authority upon payment of sufficient funds to retire the outstanding bond indebtedness.

The Authority will covenant in the Bond Resolution which it adopts that it reasonably expects that the bond proceeds will not be used in a manner to cause the bonds to be arbitrage bonds within the meaning of Section 103(d) of the Code. Additionally, at the time of the bond closing an appropriate certificate to that effect will be issued.

On or before the date of issuance of the bonds by the Authority, the City will adopt a resolution which approves incorporation of the Authority and approves the purposes for which the Authority was incorporated. Further, the resolution will approve issuance of the bonds by the Authority and will designate the Authority as the proper entity to acquire the parking facilities for the benefit of the City.

Based upon the facts and information discussed herein, it is concluded as follows:

- (1) That the bonds to be issued by the Grand Junction, Colorado, Parking Authority in aggregate principal amount not to exceed \$1,000,000 shall be considered to have been issued on behalf of the City of Grand Junction, a political subdivision of the State of Colorado pursuant to Section 1.103-1 of the Income Tax Regulations;
- (2) That the interest payable on the bonds proposed to be issued by the Grand Junction, Colorado Parking Authority in aggregate principal amount not to exceed \$1,000,000 shall be excludable from the gross income of the recipients pursuant to Section 103(a)(1) of the 1954 Internal Revenue Code;



Mr. Robert L. Roberts

(3) That the income derived by the Grand Junction, Colorado, Parking Authority from acquisition, ownership and operation of parking facilities will not be subject to Federal income tax.

Sincerely yours,

*Virgil L. Richmond*

Acting Chief, Individual Income Tax Branch

FEB 28 1974

DIVISION OF  
CORPORATION FINANCESECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

E16

FEB 25 1974

Luis D. Rovira, Esq.  
Rovira, DeMuth & Eiberger  
1600 Western Federal Savings Building  
718 - 17th Street  
Denver, Colorado 80202

Re: Grand Junction, Colorado, Parking Authority

Dear Mr. Rovira:

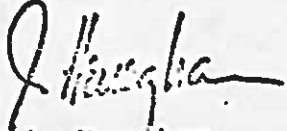
This is in response to your letter dated January 23, 1974 in which you inquire as to the availability of various exemptions from the Securities Act of 1933 ("the Act"), the Securities Exchange Act of 1934 ("the Exchange Act"), and the Trust Indenture Act of 1939 ("the Indenture Act") for a proposed issuance of bonds by the above-mentioned organization.

The facts, as we understand them and as more fully set forth in your letter, are as follows: The City of Grand Junction, a municipality within the State of Colorado, has authorized the formation of a non-profit corporation known as the Grand Junction, Colorado, Parking Authority ("the Corporation") for the purpose of acquiring and construction of public improvements for the City including off-street public parking facilities. The Corporation will issue bonds, face amount not to exceed \$1,000,000. The City Council of the City of Grand Junction will approve the proposed use of the Corporation and the bond issuance. Upon retirement of the indebtedness, the City will acquire all right, title and interest in the public improvements. The rent derived from the lease between the Corporation and the City of Grand Junction shall be used to amortize the Corporation's bonded indebtedness.

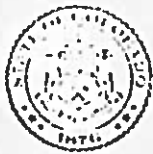
Based on the facts presented, this Division will not recommend any action to the Commission if the proposed offering takes place as outlined without registration under the Act, in reliance upon the exemption provided by Section 3(a)(2) or qualification of the Indenture under the Indenture Act and conclude that the Bonds are exempt securities within the meaning of Section 3(a)(12) of the 1934 Act, based upon your opinion as counsel that such registration and qualification are not required.

Because this position is based upon the representations made to the Division in your letter, it should be noted that any different facts or conditions might require a different conclusion. Further, this letter only expresses the Division's position on enforcement action and does not purport to express any legal conclusion on the question presented.

Sincerely,

A handwritten signature in cursive script, appearing to read "J. Heneghan", with a long horizontal flourish extending to the right.

John Heneghan  
Deputy Chief Counsel



## DIVISION OF SECURITIES

230 STATE OFFICE BUILDING • 201 E. COLFAX AVE.  
DENVER, COLORADO 80203 • TELEPHONE 892-2607

EG

January 25, 1974

STATE OF COLORADO  
JOHN D. VANDERHOOF  
GOVERNORSTANLEY R. HAYS  
SECURITIES COMMISSIONERWILLIAM J. ANDERSON  
ASS'T SECURITIES COMM'R

Rovira, DeMuth & Eiberger  
1600 Western Federal Savings Building  
718 Seventeenth Street  
Denver, Colorado 80202

Attention: Luis D. Rovira, Esquire

Re: GRAND JUNCTION, COLORADO, PARKING AUTHORITY

Gentlemen:

It appears that there is an exemption available for the securities of the subject corporation under Section 125-1-13 (1)(b) and Section 125-1-13 (1)(i) of the Colorado Securities Act so long as there is factual compliance with the statutory provisions set forth in your letter (with attached exhibits), filed with the Securities Commission on January 24, 1974.

In the future please submit only one copy of a request for an exemption as required, thank you.

Inasmuch as such security or transaction is exempted, there is no requirement that the issuer-dealer register within the State of Colorado.

Very truly yours,

DIVISION OF SECURITIES

William J. Anderson  
Ass't. Securities Commissioner

WJA:mg

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MINUTES OF SPECIAL MEETING  
OF  
STOCKHOLDERS  
OF  
DOWNTOWN PARKING COMPANY, INC.

A special meeting of the stockholders of the Downtown Parking Company, Inc., was held March 7, 1974, at 8:30 A.M., in the City Hall Auditorium, Grand Junction, Colorado, in pursuance to written notice sent to all stockholders, also public notice was placed in the Grand Junction Daily Sentinel. The following stockholders, constituting more than two-thirds of the 1,004 shares of outstanding stock, were duly represented at this meeting, to wit:

<u>Stockholder</u>	<u>Shares</u>
Roy H. Adamson	12
Alice Realty	10
Harry S. Bengé	10
L. R. Bynum	6
Lawrence Capps	1
Citizens Finance Co.	20
Thomas J. Clark	5
Darnell Optical Co.	10
Ela Partners	10
Fifth & Co.	5
Marguerite Fuite & Muriel E. Dooling	10
James S. Gormley	15
James S. & Patrick A. Gormley	5
Patrick A. Gormley	10
Grand Junction Army Store	2
Sara Harris	10
James A. Hill	2
Cornelia S. Hover	10
Chester E. Howard	1
Idaho Department Stores	20
Industrial Developments, Inc.	110
Kaufman's, Inc.	2
Frieda M. Liff	15
Main & Company	15
Ray A. & Emma Lee Meacham	1
Mesa Federal Savings & Loan	30
Modern Savings & Loan	10
Montgomery Ward & Co.	100
Mt. Garfield, Inc.	10

<u>Stockholder</u>	<u>Shares</u>
Mutual Savings & Loan Assn	10
Clyde D. Moslander	5
Marietta Passall et al	10
J. C. Penney Co.	28
Grace Glascoe Purcell	14
Mary R. Prinster et al	2
Dora F. Pantuso	10
Amos L. Raso, Roland A. Raso and Dora Pantuso	60
Barbara Raso	5
Richardson Office Supply Co.	5
Selma Sampliner	5
Leland Schmidt	12
Marquis Schmidt	4
Sentinel Publishing Co.	25
Donald E. & Margaret A. Sparn	15
Fannie R. Susman	1
Rudolph Susman	15
Carl J. & Ted J. Treece	10
Valley Federal Savings & Loan	10
Mabelle S. Weiss	5
Westland Theatres	10
Stanley E. & Marie M. White	2
F. W. Woolworth Co.	86
Total	<u>816</u>

The minutes of the last meeting were read and approved.

Mr. Schmidt stated that the purpose of this meeting was to consider the advisability of dissolving the Downtown Parking Corporation and selling the assets to the parking authority, who would in turn transfer the property to the City of Grand Junction. He stated that this, of course, was the original purpose of acquiring these properties and that now it appeared the time had come when this could be accomplished and that upon the completion of the sale the proceeds would be used to pay off all debts of the

corporation and the balance of the funds would be used to redeem all outstanding shares at \$100.00 par value.

Mr. Howard Butterfield, of Montgomery Ward & Company, made the following motion:

RESOLVED, that such action be taken as is necessary to cause said corporation to be liquidated and dissolved with the transfer of all real estate and improvements thereon to the Grand Junction Colorado Parking Authority and that the proceeds from said sale be used to pay in full all indebtedness of the corporation and the balance to be used to redeem the outstanding shares of stock in said corporation consisting of 1,004 shares at not less than \$100.00 par value.

The motion was seconded by Rudy Susman and there being no dissenting votes it was unanimously approved by more than two-thirds of the outstanding shares of said corporation.

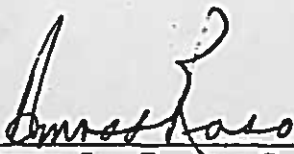
Mr. Schmidt stated that Boettcher & Company is working on the bond issue and has indicated that the issuing date will be around April 1, 1974. He indicated that there might be around \$100,000 available for the residents of this area if they choose to invest and obtain these municipal bonds.

Mr. Schmidt stated that this now would be the last meeting of the Downtown Parking Company and he wanted to thank the shareholders for their patience and assistance without which the parking authority could not have started to acquire the essential parking lots that are now owned. He also wanted to thank the original Board of Directors of the corporation, which has been held intact except

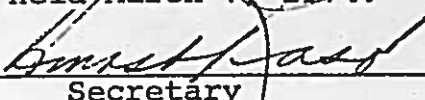
Minutes of Special Meeting  
of Stockholders of  
Downtown Parking Company, Inc.  
Held March 7, 1974

for the death of two members, namely; James Gormley and Charles Love. All the members of the Board of Directors have worked diligently on this project and, of course, without remuneration. The City Council also has been very cooperative as well as the three City Managers who have been involved in this project from its inception. Joe Lacey was the first City Manager when this Corporation was started and he was followed by Dick Gray, who was followed by Harvey Rose.

There being no further business to come before the meeting the same was adjourned.

  
\_\_\_\_\_  
Amos L. Raso, Secretary

The foregoing is a true and correct copy of the original minutes of the Special Meeting of the Stockholders of the Downtown Parking Company, Inc. held March 7, 1974.

  
\_\_\_\_\_  
Secretary

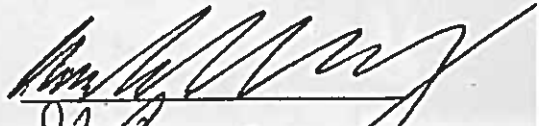
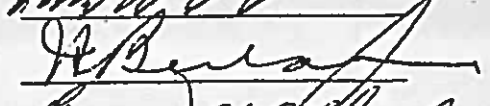
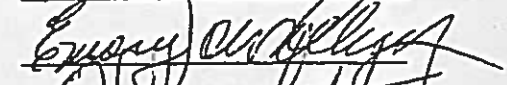
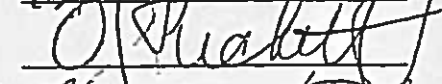
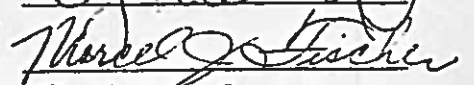
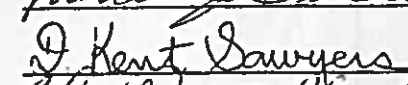
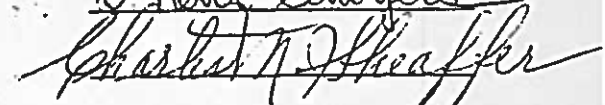


TRUSTEE'S CERTIFICATE

The, undersigned, an authorized official of The Colorado National Bank of Denver (the "Bank") hereby certifies that:

1. The Bank has full authority under the laws of the United States of America and of the State of Colorado to act as Trustee, and has accepted the duties of Trustee, under a Trust Agreement dated as of July 1, 1974 from Grand Junction, Colorado, Parking Authority (the "Indenture") to The Colorado National Bank of Denver as Trustee.

2. The following individuals on the date hereof and at all times subsequent to July 1, 1974 are the duly elected and serving incumbents of the offices set forth opposite their respective names below, and their true specimen signatures appear opposite their names:

<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
<u>Charles E. Henry</u>	<u>Vice President and Trust Officer</u>	
<u>Irving L. Berlau</u>	<u>Assistant Vice President</u>	
<u>Emory C. Walker, Jr.</u>	<u>Assistant Vice President</u>	
<u>O. J. Puckett</u>	<u>Vice President and Trust Officer</u>	
<u>Marcel J. Fischer</u>	<u>Investment Officer</u>	
<u>D. Kent Sawyers</u>	<u>Investment Officer</u>	
<u>Charles M. Shaeffer</u>	<u>Trust Operations Officer</u>	

3. On July 30, 1974 said Charles E. Henry as  
Vice President and Trust Officer, and D. Kent Sawyers as <sup>Investment</sup> ~~Assistant~~  
~~Officer~~ <sup>Officer</sup> both thereunto duly authorized, did execute on behalf of the Bank  
counterparts of the Indenture.

4. On July 31, 1974, the Bank did authenticate original Bonds num-  
bered 1 through 190, inclusive, of the Grand Junction, Colorado, Parking Author-  
ity dated July 1, 1974, by the signatures of various officers of the Bank,  
thereunto duly authorized, where specimen signatures appear above.

5. Attached hereto as Exhibit A is a true and correct copy of a  
Resolution adopted by the Board of Directors of the Bank on November 21, 1972  
which, at the date hereof is still in full force and effect and has not in any  
way been amended, rescinded, or annulled.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and the  
seal of the Bank this 31st day of July, 1974.



Charles E. Henry  
Vice President

EXHIBIT A

RESOLUTION ADOPTED AT COLORADO NATIONAL BANK BOARD OF DIRECTORS' MEETING

NOVEMBER 21, 1972

"RESOLVED, that all instruments, authentications, certificates, receipts, checks, drafts and other documents requiring execution on behalf of the Bank in connection with its duties as Trustee under any mortgage, deed of trust or other instrument securing bonds, debentures, notes or other obligations of any individual, association or corporation in connection with its duties as transfer agent or other agent, or registrar of bonds, stocks, or other securities, or depository may be signed or countersigned on behalf of the Bank manually or in facsimile by the Chairman of the Board, the President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Trust Officer, any Personal Trust Officer, any Tax Officer, any Investment Officer, or any Trust Operations Officer, provided that any of the foregoing may in signing or countersigning use the designation "authorized officer" or "authorized signature" and provided further, that in case any such officer whose facsimile signature has been placed upon a certificate or document shall have ceased to be such officer before such certificate or document is issued, it may nevertheless be issued with the same effect as if the person was such officer at the date of issue."

LAW OFFICES OF  
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SAMUEL J. OWEN  
RUSSELL P. ROWE  
J. WALTER HYER III  
EDMUNDO A. GONZALES  
CHARLES A. HILLESTAD  
DANIEL C. LYNCH  
RICHARD M. LAVERS

July 31, 1974

Board of Directors  
Grand Junction, Colorado,  
Parking Authority  
- c/o Neva B. Lockhart  
510 Rood Avenue  
Grand Junction, Colorado 81501

Gentlemen:

GRAND JUNCTION, COLORADO, PARKING AUTHORITY  
BONDS - DATED JULY 1, 1974 - \$950,000.

We have examined into the validity of an issue of \$950,000 principal amount of Bonds (the "Bonds") of Grand Junction, Colorado, Parking Authority (the "Authority"), a nonprofit corporation duly organized and existing under the laws of the State of Colorado. The Bonds are dated as of July 1, 1974; are of the denomination of \$5,000 each; are numbered from 1 to 190, inclusive; are in bearer form with coupons attached; and bear interest, payable on July 1, 1975, and semiannually thereafter on January 1 and July 1 of each year, and mature and become payable in regular numerical order on July 1st, as follows:

<u>Bonds Numbered</u> <u>(Both Inclusive)</u>	<u>Maturity</u>	<u>Per Annum</u> <u>(Interest Rate)</u>	
		<u>"A"</u>	<u>"B"</u>
1 to 6	1975	7.00%	
7 to 12	1976	7.00%	
13 to 19	1977	7.00%	
20 to 26	1978	7.00%	
27 to 34	1979	7.25%	
35 to 42	1980	7.25%	
43 to 51	1981	7.25%	
52 to 61	1982	7.25%	
62 to 72	1983	7.25%	
73 to 83	1984	7.25%	
84 to 95	1985	7.50%	

Board of Directors  
 Grand Junction, Colorado,  
 Parking Authority

<u>Bonds Numbered</u> <u>(Both Inclusive)</u>	<u>Maturity</u>	<u>Per Annum</u> <u>(Interest Rate)</u>	
		<u>"A"</u>	<u>"B"</u>
96 to 108	1986	7.50%	
109 to 122	1987	7.50%	
123 to 137	1988	7.50%	1.80%*
138 to 153	1989	7.50%	1.80%*
154 to 170	1990	7.50%	1.80%*
171 to 190	1991	7.50%	2.20%*

\*Bond Numbers 123 to 190, inclusive, bear the additional "B" interest represented by separate detachable coupons, at the rates per annum indicated for the period from July 1, 1974, to July 1, 1979.

The Bonds maturing in the years 1990 to 1991, inclusive, are redeemable at the option of the Corporation on July 1, 1989, and on interest payment dates thereafter, in inverse numerical order, upon payment of par, accrued interest and a premium of 1/2 of 1% of principal; all Bonds may be redeemed at any time prior to maturity if payable from the proceeds of a condemnation award or trustee sale, upon payment of par and accrued interest to the date of redemption. The Bonds recite that they are issued for the purpose of providing funds to acquire certain real property situated in the City of Grand Junction, Colorado, to be used primarily for public off-street parking facilities for the City of Grand Junction. The Bonds are issued under and pursuant to a Resolution duly adopted by the Board of Directors of the Authority authorizing: the issuance, execution and delivery of the Bonds; and the execution and delivery of a Trust Agreement (the "Trust Agreement") between the Authority and The Colorado National Bank of Denver, as Trustee (the "Bond Fund Trustee"), securing the interests of the bondholders.

We have examined (a) the Constitution and statutes of the State of Colorado; (b) a certified copy of the Articles of Incorporation and By-Laws of the Corporation; (c) an executed copy of the Trust Agreement; (d) an executed copy of the Ground Lease dated as of July 1, 1974 between the City of Grand Junction and the Authority, with respect to a long term prepaid lease of certain convention center off-street parking facilities leased by the City to the Authority; (e) an executed copy of the Leasehold Agreement With Option To Purchase between the Authority and the

Board of Directors  
Grand Junction, Colorado,  
Parking Authority

City of Grand Junction, Colorado, effective as of July 1, 1974 (the "Leasehold Agreement") whereby the off-street parking facilities of the Authority are leased to the City of Grand Junction, Colorado, with an option to purchase; (f) certified copies of the proceedings of the Authority authorizing the execution, issuance, authentication and delivery under the Trust Agreement of the Bonds, the execution and delivery by the Authority of the Trust Agreement, the Leasehold Agreement, and certain other actions taken by or on behalf of the Authority; and (g) such other proceedings, papers, instruments and documents in this matter as we have deemed necessary or advisable. We have also examined Bond Number 1 of said Bonds. From such examination we are of the opinion that:

1. The Authority is a nonprofit corporation validly existing under the laws of the State of Colorado.

2. The Bonds have been duly authorized and issued in accordance with the Constitution and statutes of the State of Colorado and constitute valid and legally binding general obligations of the Authority payable particularly from (i) Basic Rental paid by the City pursuant to the Leasehold Agreement, and (ii) moneys derived by the Authority through its ownership and operation of the real property, which would remain after the payment therefrom of the costs of operation and maintenance of the real property.

3. The Bonds are secured by (i) a lien and charge in favor of the Trustee on the moneys referred to in paragraph 2 above from which the Bonds are payable, and (ii) a mortgage on the real property.

4. The Trust Agreement has been duly entered into by the Authority and the holders of the Bonds are entitled to the security and benefits thereof.

5. The Leasehold Agreement has been duly authorized, executed and delivered by the parties thereto and constitutes a valid and legally binding obligation in accordance with its terms, and the rights of the Authority thereunder have been duly assigned under the Trust Agreement by the Authority to the Bond Fund Trustee as security for the Bonds.

Board of Directors  
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Parking Authority

6. The interest on the Bonds is exempt from present Federal income taxes under existing laws and regulations and specific rulings dated January 8 and 25, 1974, of the Internal Revenue Service to that effect.

*Rovira, De Muth + Eiberger*  
ROVIRA, DeMUTH & EIBERGER

RECEIPT

I, DAN W. HERRINGTON, Partner of Boettcher and Company, Denver, Colorado, hereby certify that I received from Grand Junction, Colorado, Parking Authority, 190 of Grand Junction, Colorado, Parking Authority, Bonds dated July 1, 1974 and numbered from 1 to 190, in the aggregate total principal amount of \$950,000, all as more particularly described in the attached schedules. All unmatured coupons were attached thereto at the time of delivery.

The date of delivery for said bonds to Boettcher and Company and this receipt thereof is July 31 1974.

Dan W. Herrington  
Partner, Boettcher and Company