

## ROOD AVENUE PARKING PERMIT AGREEMENT

THIS PARKING PERMIT AGREEMENT is made between City of Grand Junction (City), and Abstract Title Co. of Mesa County (Permittee).

### RECITALS:

The City owns a condominium interest in a parking structure located at 421 Rood Avenue known as the Rood Avenue Parking Garage (Garage).

Permittee uses parking spaces in the Garage for its employees, directors, officers, agents, principals, patrons, guests and invitees ("Permittee Users") and pays the hourly rate. For convenience, Permittee desires to pay for the use of spaces on an annual rather than on a per-hour basis.

City desires to allow such use for up to twelve vehicles by the issuance of up to twelve permits to the Permittee on the terms and subject to the rules set forth in this Agreement.

NOW, THEREFORE, the City and the Permittee agree as follows:

Defined Terms. As used in this Agreement, the following words, terms and phrases shall have the following meanings, unless the context in which any such word, term or phrase is used clearly requires a different meaning.

"Authorized spaces" means spaces numbered 001 through 126 (and no other spaces) in the Garage.

"Available authorized space(s)" means any space numbered 001 through 126 that is not occupied by another vehicle.

"Permit" means a document or card giving a Tenant User the temporary, non-exclusive right to park one vehicle in the Garage at any given time in accordance with the terms and rules set forth in this Agreement.

"Permittee User(s)" shall mean only the employee(s), director(s), officer(s), agent(s), principal(s), patron(s), customer(s), guest(s) or invitee(s) of the Permittee.

Term. Subject to and upon the terms and conditions set forth herein, this Agreement shall continue for a term of twelve (12) consecutive months commencing on ~~July 1, 2017~~ and ending on ~~June 30, 2018~~. Upon mutual agreement, this Agreement may be extended for two (2) additional twelve (12) month periods. At the end of any term, unless the Agreement is extended, the Permittee shall surrender the Permit cards/documents to the City within 3 days of the last day of the term.

Fee. Tenant shall pay City for each Permit, without deduction or setoff, the amount (\$825.00) per year. The fee is shall be paid in advance on or before the initial or any subsequent Commencement Date.

Permit. The Permit shall be used only for the purpose of parking and shall be used exclusively by Permittee Users. Permit shall be displayed on the front dash of the vehicle so that it is visible through the windshield at all times that the vehicle is parked in the Garage. Each Permit is transferable among Permittee Users, but is not otherwise transferable and no Permit shall be sold or transferred to a third party.

August 1st 2017 JGK  
July 31st 2018 JGK

- a. Permittee Rights. In consideration of the annual permit fees as described above, and in consideration of and subject to the other terms, provisions, rules and covenants of this Agreement, each Permit issued under this Agreement gives a Permittee User the non-exclusive right to park a vehicle in an Available Authorized Space at any time and for a duration of no longer than 12 consecutive hours.

The City does not guarantee the availability of spaces for Permittee use at any given time. This Agreement is non-exclusive; it does not give the Permittee or any Permittee User a right to demand or request that a space be vacated or to remove any other vehicle from an Authorized Space.

Nothing in this Agreement is intended, or shall be deemed, to limit the right of Permittee or Permittee User(s), as members of the general public, to park in the public parking portions of the Garage upon payment of the hourly parking fees or charges then applicable to users of such public parking. Nothing in this Agreement gives the Permittee or a Permittee User any right to use parking spaces in the Garage other than the Authorized Spaces.

Rules. Use of the Authorized Spaces by a Permittee User is subject to and limited by the following rules:

1. Parking spaces may only be used for parking automobiles capable of legally driving on the public highways and streets in the State of Colorado.
2. All vehicles must be parked entirely within the stall lines painted on the floor, and only small cars may be parked in areas reserved for small cars.
3. All directional signs and arrows must be observed.
4. The speed limit in the Garage shall be 5 miles per hour unless otherwise posted.
5. Spaces reserved for handicapped parking must be used only by properly designated vehicles.
6. Parking is prohibited in all areas not expressly designated for parking, including, without limitation:
  - a. areas not striped for parking;
  - b. aisles;
  - c. areas with posted "No Parking" signs; and
  - d. ramps.
7. Every person parking a vehicle in the Garage is responsible to lock the vehicle. The City is not responsible for any damage to any vehicle, theft of any contents, or for any other injury to a vehicle or parts thereof. Persons parking in the Garage park at their own risk and should govern themselves accordingly.
8. Washing, waxing, cleaning or servicing of any vehicle is prohibited.

9. The City may refuse to permit any vehicle to park in the Garage in its sole and absolute discretion in the event that such vehicle has the potential to damage other vehicles in the Garage.
  
10. The City may eject or cause to be ejected from the Garage any person engaging in conducting him/herself in a manner disruptive, abusive or offensive to other patrons at or in the Garage, without incurring any liability to any person as a result.

THE CITY:

City of Grand Junction

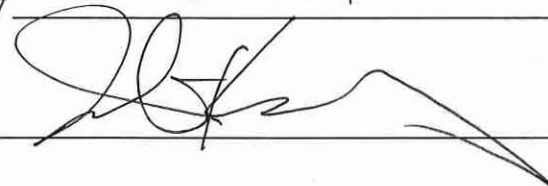
By Scott Hockins, City of Grand Junction

X  \_\_\_\_\_

PERMITTEE:

Abstract Title Co. of Mesa County,

By John G. Kennedy \_\_\_\_\_

X  \_\_\_\_\_