

DATE SUBMITTED: 1/8/91

PERMIT # 37738

FEE 5.00

# PLANNING CLEARANCE

GRAND JUNCTION PLANNING DEPARTMENT

BLDG ADDRESS: 652 White

SQ. FT. OF BLDG: 2736 (1173 sq ft retail sales)

SUBDIVISION: ?

SQ. FT. OF LOT: ?

FILING # 7 BLK # 83 LOT # 19, 20, 21 (Parts of)

NUMBER OF FAMILY UNITS: —

TAX SCHEDULE NUMBER:  
294514406004

NUMBER OF BUILDINGS ON PARCEL BEFORE THIS PLANNED CONSTRUCTION:  
one

PROPERTY OWNER: George Wheeler

USE OF ALL EXISTING BUILDINGS:

ADDRESS: 3045 Teller Ave.

Retain - Second Hand

PHONE: Grand Jct. 434-8366

DESCRIPTION OF WORK AND INTENDED USE:

SUBMITTALS REQ'D: TWO (2) PLOT PLANS SHOWING PARKING, LANDSCAPING, SETBACKS TO ALL PROPERTY LINES, AND ALL STREETS WHICH ABUT THE PARCEL.

Interior Remodel  
Change of use to Retail

\*\*\*\*\*

### FOR OFFICE USE ONLY

ZONE: B 3

FLOODPLAIN: YES — NO X

SETBACKS: F 35 S 0 R 0

GEOLOGIC HAZARD: YES — NO X

MAXIMUM HEIGHT: 40

PARKING SPACES REQ'D: see Teller as approved

CENSUS TRACT #: 2

LANDSCAPING/SCREENING: —

TRAFFIC ZONE: 42

SPECIAL CONDITIONS: —

\*\*\*\*\*  
ANY MODIFICATION TO THIS APPROVED PLANNING CLEARANCE MUST BE APPROVED, IN WRITING, BY THE DEPARTMENT. THE STRUCTURE APPROVED BY THIS APPLICATION CANNOT BE OCCUPIED UNTIL A CERTIFICATE OF OCCUPANCY (C.O.) IS ISSUED BY THE BUILDING DEPARTMENT (SECTION 307, UNIFORM BUILDING CODE.)

ANY LANDSCAPING REQUIRED BY THIS PERMIT SHALL BE MAINTAINED IN AN ACCEPTABLE AND HEALTHY CONDITION. THE REPLACEMENT OF ANY VEGETATION MATERIALS THAT DIE OR ARE IN AN UNHEALTHY CONDITION SHALL BE REQUIRED.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS APPLICATION AND THE ABOVE IS CORRECT AND I AGREE TO COMPLY WITH THE REQUIREMENTS ABOVE. FAILURE TO COMPLY SHALL RESULT IN LEGAL ACTION.

DATE APPROVED: 1-8-91

Michael L. Bridewaters  
SIGNATURE

APPROVED BY: Val Lowery



Grand Junction Planning Department  
250 North Fifth Street  
Grand Junction, Colorado 81501-2668  
(303) 244-1430

December 28, 1990

Michael L. Bridgewater, Administrator  
Cornerstone Christian School  
P.O. Box 88  
Grand Junction, CO 81502  
Re: 652 White Avenue

Dear Mike:

The proposed lease of part of the Reams & Reams parking area for the "Thriftstore" has been approved by this Department with some modifications. Section 5-5-1.J. states that a reasonable reduction of parking spaces may be allowed. Low volume retail sales requires one parking space per each 250 square feet of sales area, including employee parking. Approximately 1200 square feet of the building located at 652 White will be used as sales area and will require 4.8 parking spaces. Normally, we would round up and require 5 spaces, but in light of your letter, 4 spaces appears to be adequate. If complaints are received about the parking, this Department will revisit this proposal.

The original proposal included use of the parking lot attached to 313/315 North 7th Street. The parking layout does not meet current Code and the parking spaces parallel to the alley appear to be in the right-of-way. The City Engineer recommended that the parking lot be redesigned and restriped. Should this be done, the amount of parking would be reduced from the current 15 to approximately 8 spaces. The 8 spaces would be adequate for the current uses of Intermountain Business Systems and Dr. Foote, but not accommodate the Thriftstore.

The Reams & Reams lease at 660 White Avenue is for five spaces. This shall be reduced to four spaces so that their building and use will remain in compliance with the parking regulations. Although the parking layout at Reams & Reams may not meet current Code, there is less of danger to the public health,

welfare & safety since vehicles can exit through the north/south alley onto White Avenue. Under no circumstances is backing onto

North 7th Street allowed. Should this Department receive any complaints regarding this arrangement, we reserve the right to rescind this approval.

The lease for 652 White and for the Reams & Reams parking should be contingent on each other. I understand that the lease for the building at 652 White is for 5 years. The lease for the parking should also be for 5 years; or each lease can be year to year. If at any time, the parking lease is not renegotiated, the Thriftstore will then be required to find additional parking immediately or cease operation.

Before we sign off on the Planning Clearance for the interior remodeling, the lease agreements will have to be signed and copies supplied to the Community Development Department. If you have any questions, please call me at 244-1437.

Best of luck with the Thriftstore!

Sincerely,

*Linda A. Weitzel*

Linda A. Weitzel  
Planning Technician

xc: George Wheeler  
John Shaver, Assistant City Attorney  
File

## VEHICLE SPARKING SPACE AGREEMENT

THIS VEHICLE PARKING SPACE AGREEMENT (Lease) is made and entered into as of the first day of January, 1991, by and between the REGAL BUILDING, INC., a Colorado corporation (Lessor) and GEORGE WHEELER, an individual (Lessee).

WHEREAS, Lessee owns property adjacent to Lessor which he desires to rent to a retail soft-goods outlet (Cornerstone), but such rental activity is hampered by reason of off-street parking limitations; and

WHEREAS, subject to all conditions hereof the Lessor is willing to lease to Lessee ~~five (5)~~ of such vehicle parking spaces.

Four (4)

NOW THEREFORE the parties agree:

1. Lessor hereby leases spaces 5, 6, 7 and 8 to Lessee for a term of five (5) years commencing the date of this Lease; TO HAVE AND TO HOLD UNTO THE Lessee, his heirs, personal representatives, and authorized successors and assigns.

2. The rental for said term is the sum of \$3,840.00, payable in monthly installment of \$64.00 each to Lessor in advance and subject to all other conditions herein.

3. The rental has been calculated at the rate of \$16.00 per month per space; and in the event adjustments to rental be required, consistent with the conditions herein contained, the same will be on this basis.

4. Lessee may, if he so elects, assign or sublet this Lease to Cornerstone; but if that be done Lessee shall remain jointly and severally liable for all the performance of all Lessee's covenants hereunder. No further or additional assignments or subletting will be made without Lessor's written consent.

5. The expected purpose of this Lease will be for the vehicles of Cornerstone and its customers and to afford off-street parking for the business premises commonly known at 652 White Avenue, Grand Junction, Colorado. No other purpose is authorized by Lessee.

6. Lessor may, but is not obliged to, change the parking space configuration to either accommodate more vehicles or facilitate their movement within the available area. These adjustments, if any, may follow the schematics demonstrated by Exhibit -1-, but Lessee consents to whatever reasonable changes Lessor may make provided the number and general location of the leased spaces remains as shown on Exhibit -2-.

7. Lessor believes, but neither represents nor warrants the parking facility complies with minimal specifications as propounded by the City of Grand Junction. This paragraph will also apply to changes of parking and vehicle movement configurations which Lessor may make.

8. Lessor will maintain the surface of the parking facility generally, and will cause the stalls to be marked or identified by number. All other indicia of use or rental rights, including, but not limited to notice to owners of vehicles belonging to third parties other than Cornerstone, will be at the sole obligation of Lessee. Lessor neither assures, covenants nor warrants that uses not authorized by Lessee or his assignee may transpire. If such occur the same will have no effect of Lessee's obligations hereunder.

9. Lessee agrees to protect, hold harmless and fully indemnify the Lessor as against any and all loss, damage, costs, or claims to person or property which may arise either directly or indirectly by reason of use of the parking facility by Lessee, Cornerstone, or their respective agents, servants, employees, business invitees, and other persons or entities. The conditions of this paragraph shall be further assured by Lessee's (or his authorized assignee's acquisition of liability insurance coverage wherein the parties hereto, including Cornerstone, are identified as co-insureds.

10. This lease will terminate at the conclusion of its primary term without need for notice of extension; provided, however, this lease may be terminated by the giving of notice upon the first of the following events to occur:

a. A copy of this lease must be filed with the City of Grand Junction. If, for any reason, the City of Grand Junction disapproves of this lease either at or subsequent to the time of its filing (including amendments to design) and the reasons for disapproval are not immediately correctable at a cost to Lessor not exceeding the sum of \$300.00, then Lessor may terminate this lease upon giving Lessee and his authorized assign seventy-two (72) hours written notice. In such event, Lessor will refund any prepaid rentals to the time of termination, pro-rated on a daily basis for the number of days in the then current term month not enjoyed by Lessee;

b. Lapse of time;

c. Failure of Lessee and/or his authorized sub-lessee or assign to perform the covenants of Lessee contained in this Agreement;

d. Lessee's termination of his lease to Cornerstone; and in this event the within lease will terminate upon Lessee giving written notice to Lessor not less than fifteen (15) days prior to the date upon which termination will occur. Lessor will reimburse prepaid rentals, if any, in a manner consistent with the provisions of sub-paragraph a) above.

e. A partial termination by reason of reduction in parking spaces hereunder may, but need not cause an entire termination if Lessor can locate replacement spaces for Cornerstone. If all spaces under Paragraph 1 be excluded from Cornerstone's rights, this lease will terminate. If partial uses continue, this lease and its provisions will abate and the rent reduced in conformance with Paragraph 3.

11. Both Lessee and Cornerstone, Lessee's authorized assign, have examined the entire parking area facility, including but not limited to the allocated spaces, and have determined the same as fully acceptable to their respective purposes. It is identified that various impediments exist and these may be amplified by careless or inattentive vehicle operators. Lessee and his authorized assign accept the premises as is, are satisfied it is sufficient for their respective needs, and assume all responsibilities incident to its use.

12. Lessor intends marking the remaining spaces in the parking facility for use by the Offices of Reams and Reams, their agents, servants, employees, and business invitees. Lessor may also lease one or more spaces to other third parties. Lessee and his authorized assign will exercise their reasonable efforts to discourage use of such spaces by all vehicles not designated for parking therein.

13. Lessor will pay the general real estate taxes on the parking area and also exercise reasonable efforts in keeping it clean of debris and snow accumulations. Lessor does not assure against ice accumulations although it will make efforts in that respect.

14. The addresses of the parties for the giving of notice, payment of rental installments, and such other matters as may arise during the continuance of this agreement shall be as designated under their respective signatures of acceptance.

IN WITNESS WHEREOF the parties have executed this agreement as of the date first above written.

"Lessor"  
REGAL BUILDING, INC.

By: Warren F. Reams  
Warren F. Reams, President  
Address: 660 White Avenue  
Grand Junction, Colorado 81502

"Lessee"

George Wheeler  
George Wheeler  
Address: 3045 Teller Ave  
Grand Junction, Co.

Conditions accepted and approved:

Reams & Reams

By: Warren F. Reams  
Partner  
Address: 660 White Avenue  
Grand Junction, Colorado 81502

"Cornerstone"

By: Mike Bridgewater  
Title: Administrator  
Address: P.O. Box 58  
Grand Jct, Co. 81502

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 7 day of January, 1991, by and between George E. Wheeler, 3045 Teller Avenue, Grand Junction, Colorado, 81504, (LESSOR) and Cornerstone Thrift Store, P. O. Box 88, Grand Junction, Colorado 81501. (LESSEE)

W I T N E S S E T H:

WHEREAS, Lessor is the owner of a building located at 652 White Avenue, City of Grand Junction, Mesa County, Colorado.

NOW, THEREFORE, for and in consideration of the mutual covenants as hereinafter set forth, Lessor does hereby lease unto Lessee the building at 652 White upon the following terms and conditions:

1. The primary term of said lease shall be for a period of five years, beginning March 1, 1991, and ending February 28, 1996.
2. The base rent for the term of this lease shall be as follows:
  - Period from 3-1-91 to 2-28-92 at \$650.00 per month;
  - Period from 3-1-92 to 2-28-93 at \$700.00 per month;
  - Period from 3-1-93 to 2-28-94 at \$750.00 per month;
  - Period from 3-1-94 to 2-28-95 at \$800.00 per month;
  - Period from 3-1-95 to 2-28-96 at \$850.00 per month.

Rent payable monthly in advance.

3. Except with the prior written consent of Lessor, Lessee shall use the leased premises for no purposes other than the conduct of sale of new or used general merchandise.
4. Lessee agrees not to sublease any portion of the premises, without the expressed consent of the Lessor.
5. Lessee shall not materially alter or remodel the premises without the written consent of the Lessor first having been obtained. Permitted alterations shall be at the expense of Lessee and upon termination or abandonment of this lease, shall become the property of Lessor.
6. Lessee may install such furniture, fixtures and equipment as Lessee deems necessary to carry on the business purposes permitted hereunder, without permission and, upon termination of this lease, may remove same provided that:
  - A. Lessee is in good standing under the terms and conditions of this lease.
  - B. The premises are restored to as good a condition as when first received hereunder, ordinary wear excepted.
7. Lessee shall not encumber nor shall Lessee permit any liens to be ~~imposed upon the leased premises or Lessee's rights hereunder~~ without the written consent of Lessor first had and obtained.
8. Lessor or his designated agent shall have the right to make routine inspections of the premises at any reasonable time during normal business hours and to make necessary emergency entries at any time required.
9. In the event of the destruction of all or a substantial portion the premises for any cause, this lease shall thereupon become terminated at the option of either party. In the event of a partial destruction of the premises from any cause, the Lessor shall forthwith repair same and such partial destruction shall in no way void or terminate this lease, except that the rental during the period of repair if the business of the Lessee cannot be substantially carried on shall be abated until such time as the repairs are completed. If such repairs cannot be completed within 45 days, this lease may be terminated by either party.

10. If the premises or any part thereof is hereafter condemned under the law of eminent domain, any award for damages to the premises or the taking thereof shall be paid to and shall belong to the Lessor. If by any such taking the premises are rendered untenable, Lessee shall have the option of terminating this lease. Utility easements which do not effect access to the premises or its parking is expressly agreed to not constitute a taking which renders the premises untenable. If all of the premises are taken under the law of eminent domain, this lease shall be terminated on the date that possession is granted to the condemning authority.
11. All notices required to be given under this lease agreement or which a party desires to give shall be sent by certified mail, return receipt requested, postage prepaid, to the addresses of the parties as first herein above set forth. The effective date of such notice shall be the date of such certification. The addresses of the parties may be changed by giving notice of such change in the same manner as any other notice.
12. In the event this lease agreement should become the subject of litigation, the parties agree that the venue of any such litigation shall be in the District Court in and for the County of Mesa, State of Colorado, and that the Court shall award the prevailing party reasonable attorney fees as part of the costs which said party becomes entitled to recover under Court's judgment. This provision shall be effective in the event of appeal to the appellate court or courts having jurisdiction of the cause.
13. Lessor shall be responsible for:
  - A. The maintenance of the roof, foundation, exterior wall, parking lot and structural integrity of the premises.
  - B. All real property taxes assessed against the premises.
  - C. Fire and extended coverage insurance premiums insuring the premises and liability insurance on behalf of lessor.
14. Lessee shall be responsible for:
  - A. The payment for the leased space of utilities, including but not limited to water, trash, sewer, natural gas, electricity, and telephone.
  - B. Payment for any janitorial services within the premises.
  - C. The payment of personal property taxes on all personal property located on the premises and owned by Lessee.
  - D. The maintenance, upkeep and repair of the premises excepting any portions of said premises which are to be maintained by Lessor under Paragraph 13 above and Lessee agrees that he shall be responsible for snow removal, for the periodic servicing of the heating and air conditioning units, replacement of light bulbs, serving the premises.
  - E. Any losses of or damages to personal property owned by Lessee and located on the premises. Lessee shall insure against such losses as Lessee may see fit.
  - F. Any damages caused to the premises caused by the willful or negligent acts of Lessee, Lessee's agents or employees.
  - G. Tenant shall maintain a policy of comprehensive general liability insurance coverage affording minimum protection of \$250,000 combined single limit bodily injury and property damage plus \$100,000 per person - \$10,000 per accident premises medical payments, which policy shall name the Lessor as additional insured. A copy of said policy shall be delivered to the Lessor.



- 15. It is expressly understood and agreed that if the rents above, or any part thereof, shall be thirty days in arrears, or if default shall be made in any of the covenants or agreements herein contained to be kept by Lessee, Lessor may, at Lessor's election, give Lessee fifteen (15) days' written notice of Lessor's intent to terminate said lease; provided however, that during said 15 day period, Lessee may correct the defaults as set forth in said notice and avoid forfeiture thereof.
- 16. Upon termination of this lease pursuant to the preceding paragraph, Lessee shall peacefully surrender the premises to Lessor, and Lessor may upon such termination or at any time after such termination, without further notice, rent the premises.
- 17. Lessor shall not use any space in the building premises for any purpose contrary to law.
- 18. This agreement along with Exhibit "A" constitutes the entire Agreement between the parties and may not be amended; except by subsequent writing signed by the parties.
- 19. Lessor grants Lessee the right to a second five year rental period. Rent to be mutually agreed upon by Lessor and Lessee. If the Lessor and Lessee cannot agree to a new rental amount for the extended period, the Lessor shall obtain a rental appraisal on the building and the Lessee shall do likewise. The two appraiser's if they do not agree on a fair market rent shall select a third appraiser to review their valuations and make a binding determination on the fair market value. Lessee must notify Lessor of his intent to extend the lease by December 31, 1995.
- 20. Signage - Lesser will not paint signs on the building. Attached signs will be allowed with approval of Lessor. Signage must comply with City of Grand Junction sign codes.
- 21. Option to Purchase. During the primary term or extended term of this lease the Lessor hereby grants to the Lessee the first right of refusal to purchase this property. This option would not preclude the Lessor from obtaining appraisals or to receive offers, either solicited or non-solicited for the purchase of the property, provided Lessee is informed of the purchase and his rights are protected. If an offer is received to purchase this property, the Lessee shall have no more than 15 days from the date of presentation to either reject the first right of refusal or to make a like offer.
- 22. Exhibit "A" is an integral part of this agreement. The provisions of Article III of Exhibit "A" expressly limit paragraph 19 and 21 above.

THIS AGREEMENT shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and duly authorized assigns of the parties hereto.

Witness their hand and seals.

George E. Wheeler  
George E. Wheeler, Lessor

Cornerstone Thrift Store  
By:

President

Jerry Stehman

By: Andrew Gabbie  
Secretary

Lease Agreement

EXHIBIT A  
652 White Avenue, Grand Junction, Colorado 81501

Improvements, additions, upgrading, repairs and cleaning to be made by Lessor:

1. Install a new gas meter to the building.
2. Purchase two metal doors to be installed on the west side of the building. Lessee to provide labor for the opening for the doors. Lessee to close in door on north side of building with cinder/concrete blocks removed from opening on west side of building. Lessee to pay for block work. Lessor to pay for installation of the door.
3. Provide 3 1/2 inch fiberglass insulation and vinyl plastic vapor barrier material for the exterior (inside perimeter) walls of the building. Lessee to provide labor to hang or install insulation at its expense.
4. Provide exterior paint for the building. Lessee to provide labor to apply the paint at his expense.
5. Reset electric meter, if it has been removed from the building.
6. Remove building materials, electric parts, office equipment, etc. from building in order that construction can begin, at Lessor's expense.
7. Lessor to repair roof, if necessary.

Improvements, additions, upgrading and repairs to be made by Lessee:

1. Lessee to provide labor and pay for same in the installation of items mentioned in paragraphs 2, 3 and 4 of the Lessor's obligation in Exhibit "A" above.
2. Exterior walls of building. Lessee shall at his expense purchase 2 X 4 framing material and provide labor for its installation to provide space for electrical service, insulation, and other needs around the inside of the perimeter of the building, where concrete blocks are now exposed.
3. Bathrooms. Lessee shall at his expense purchase 2 X 6 framing material and provide labor for its installation.
4. Sheet-rocking. Lessee shall, at his expense purchase, sheet-rock and provide labor at his expense to hang, tape and texture same.
5. Materials for partitions for off season merchandise, receiving, and dressing rooms shall be purchased by Lessee and labor to install shall be at his expense.
6. Electrical. Lessee shall contract for the installation of electrical service to the areas framed in the building and for lighting, heating and air conditioners. The cost of materials and labor to be the expense of the Lessee. (Note the Lessor would like to meet with the electrical contractor, namely to coordinate sizing of conduit, etc., for future use of the building. Lessor at his option may upgrade the electrical service.)

7. Heating and Air Conditioning. The Lessee shall purchase and install overhead space heaters for the building at his expense. The existing evaporative air conditioners may be used by the Lessee, at his option. Lessee to pay expense of wiring the air conditioners.
8. Bathrooms. Lessor shall provide the existing toilet and washbasin that is in the building to the Lessee for use in the building. Lessee to purchase an additional toilet and washbasin, if required by the building department.
9. Interior Doors. Lessee shall purchase all interior doors and install same at his expense.
10. Lessee shall obtain "Lien Waivers" from contractors, suppliers, and laborers and provide same to Lessor to show that all materials and labors have been paid.
11. Lessee shall obtain City/County Building Permit for all improvements requiring same, and shall comply with all building codes for construction materials and installation.

For modifications to the above plans the Lessor shall be notified and his permission shall be obtained in writing, although not unreasonably withheld.

II Off Street Parking:

FOR PURPOSES OF COMPLIANCE WITH SECTION 5-5-1 OF THE ORDINANCES OF THE CITY OF GRAND JUNCTION, THE PARTIES AGREE:

- a. The Lease Agreement will include four (4) parking spaces in the Regal Building, Inc. parking lot (the lot) adjoining the leased building at 652 White Avenue, Grand Junction, Colorado. The spaces, terms of use and conditions are as shown by Exhibit "1" attached to this Exhibit "A".
- b. Lessor will pay the rental for said spaces, and while the Lease Agreement remains in effect they will be identified for use by Lessee.
- c. Lessee's insurance obligations will extend to include the lot and uses thereof by its agents, servants, employees, and invitees. Such coverage will be documented by appropriate rider from the insurer to include Lessor, Lessee, the Regal Building, Inc. and tenants of the latter.
- d. The provision of Item 21 of the Lease Agreement do not apply to the Parking spaces in the lot. No rights or option to purchase the lot or spaces therein exists either direct, indirect or by implication.
- e. The provisions of item 19 of the Lease Agreement may become available if a second five (5) year term right of extension be exercised by Lessee. Lessee accepts the limitation that Lessor's reasonable efforts to acquire parking rights in the lot may be unsuccessful. In such event, the provisions of paragraph 2 following will be applicable.

2. TERMINATION OF THE VEHICLE PARKING SPACE AGREEMENT:

If at any time or reason during the course of the Lease Agreement Exhibit "1" to this Exhibit "A" be terminated in whole or part, then:

a. Lessor shall attempt to locate and supply equivalent types of off street parking spaces to those no longer available for Lessee's uses under Exhibit "1". Such space or spaces shall be in sufficient proximity to 652 White Avenue to satisfy the minimum requirements of the Planning Department of the City of Grand Junction. Lessor's failure to acquire and make available substituted off street parking within thirty (30) days from notice of termination by Regal Building, Inc. will be grounds to terminate the Lease Agreement on 652 White Avenue.

b. If termination of the lease agreement occurs by reason of the provisions in sub-paragraph "a" above and Lessee's operation no longer can comply with Section 5-5-1 of the City of Grand Junction's Ordinance, then the following will become applicable:

(1). If termination of the Lease Agreement occurs within its first five (5) year primary term, then upon Lessee's vacating the premises at 652 White Avenue, the Lessor will compensate Lessee the sum of \$3,000.00 for each non-completed full lease year (pro-rated on a monthly basis if a fraction of a full year be involved) that Lessee could not enjoy occupancy by reason of the defined loss and non-replacement of off street parking requirements. The purpose of the latter will be to repay Lessee for capital improvements made to the leased building under Section II of this Exhibit "A", amortized over five (5) years, and upon termination of the lease Agreement, regardless of reason, will be left on the leased premises. The parties agree that the foregoing provisions of compensation to Lessee represent liquidated damages payable by Lessor only if the Lease Agreement be necessarily terminated for lack of at least four (4) off street parking spaces for Lessee's use during the primary term. In all other cases of termination no damages will be payable by Lessor to Lessee.

## VEHICLE SPARKING SPACE AGREEMENT

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WHEREAS, subject to all conditions hereof the Lessor is willing to lease to Lessee ~~five (5)~~ <sup>Four (4)</sup> of such vehicle parking spaces.

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11. Both Lessee and Cornerstone, Lessee's authorized assign, have examined the entire parking area facility, including but not limited to the allocated spaces, and have determined the same as fully acceptable to their respective purposes. It is identified that various impediments exist and these may be amplified by careless or inattentive vehicle operators. Lessee and his authorized assign accept the premises as is, are satisfied it is sufficient for their respective needs, and assume all responsibilities incident to its use.

12. Lessor intends marking the remaining spaces in the parking facility for use by the Offices of Reams and Reams, their agents, servants, employees, and business invitees. Lessor may also lease one or more spaces to other third parties. Lessee and his authorized assign will exercise their reasonable efforts to discourage use of such spaces by all vehicles not designated for parking therein.

13. Lessor will pay the general real estate taxes on the parking area and also exercise reasonable efforts in keeping it clean of debris and snow accumulations. Lessor does not assure against ice accumulations although it will make efforts in that respect.

14. The addresses of the parties for the giving of notice, payment of rental installments, and such other matters as may arise during the continuance of this agreement shall be as designated under their respective signatures of acceptance.

IN WITNESS WHEREOF the parties have executed this agreement as of the date first above written.

"Lessor"  
REGAL BUILDING, INC.

By: Warren F. Reams  
Warren F. Reams, President  
Address: 660 White Avenue  
Grand Junction, Colorado 81502

"Lessee"

George Wheeler  
George Wheeler  
Address: 3045 Teller Ave  
Grand Junction, CO

Conditions accepted and approved:

Reams & Reams

By: Warren F. Reams  
Partner  
Address: 660 White Avenue  
Grand Junction, Colorado 81502

"Cornerstone"

By: Mike Proppert  
Title: administrator  
Address: P.O. Box 88  
Grand Jct., CO 81502

# REAMS & REAMS

ATTORNEYS AT LAW

WARREN F. REAMS  
CHARLES F. REAMS

660 WHITE AVE. • P.O. BOX 118  
GRAND JUNCTION, COLORADO 81502  
PHONE: 303-242-7847

January 29, 1991

City of Grand Junction  
Planning Commission  
250 N. Fifth Street  
Grand Junction, Colorado 81501

RE: Regal Building, Inc.  
Parking Spaces

Gentlemen:

I enclose a copy of the parking space lease for four (4) spaces to George Wheeler for expected use by Cornerstone.

We understand that this rental allocation conforms with the ordinance, but if you do not concur then the adjustments contemplated by the leases shall be implemented.

The building may or may not make changes to the general configuration. If it becomes likely then your office shall be further consulted.

Please advise if the Company's rental situation is alright at this point.

Very truly yours,



Warren F. Reams

WFR:je

encl.



45' 0"  
65' 0"  
20' 0"

# Exhibit I

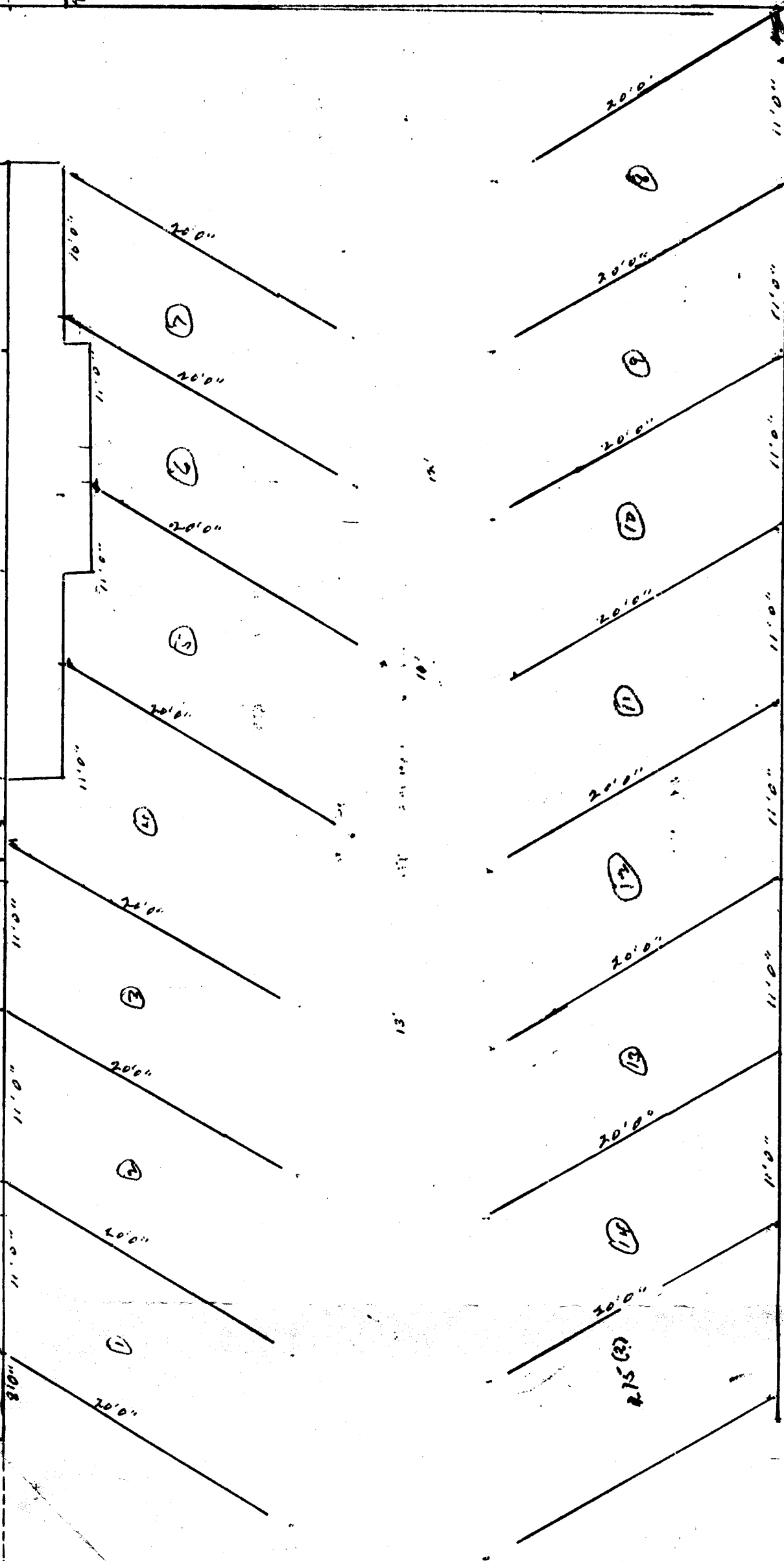
N ↓

10' 0" Clearance

Regal Building  
660 White

7' 0" post

88' 9"



with length side  
10 x 30 x 11 - As drawn  
Car reduce to  
9 x 18 x 11

14 stalls 8 - Regal  
15 - Possible 5 - Corner  
1 - Route

Projections

Projection 12-19-90

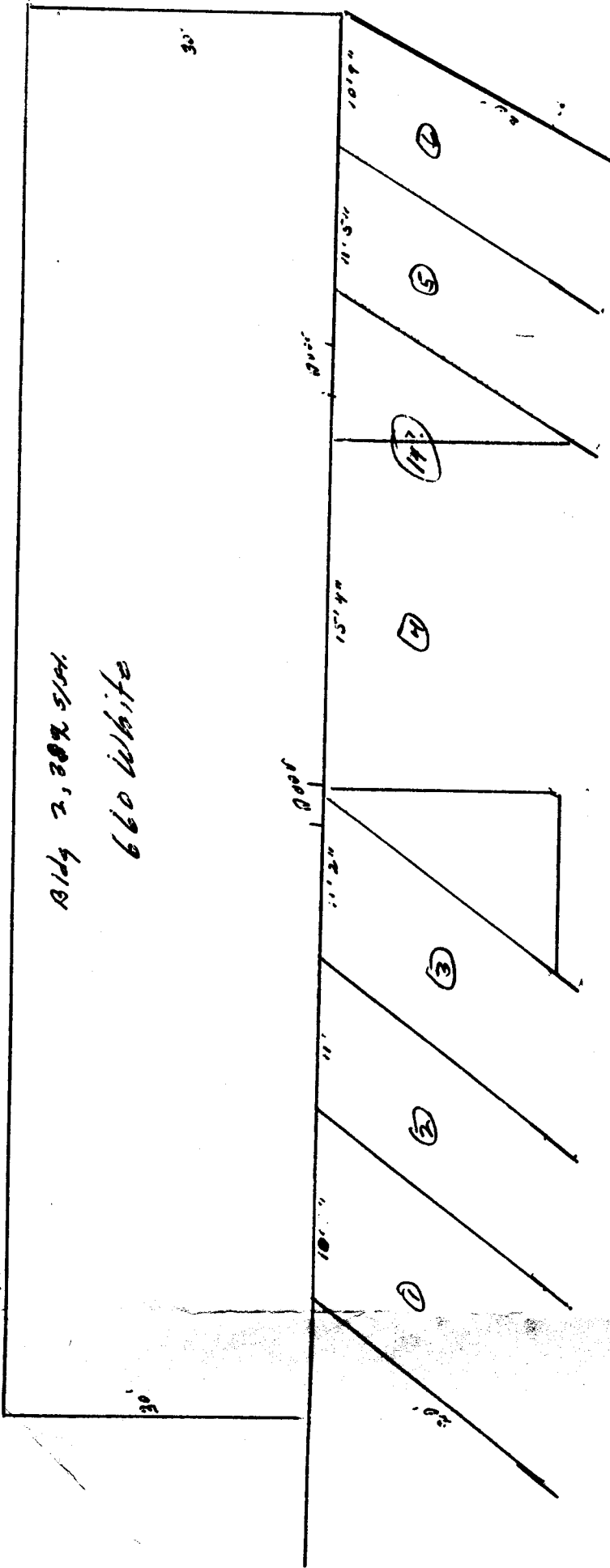
103' 0"

Exhibit - 2 -



Regal Bldg

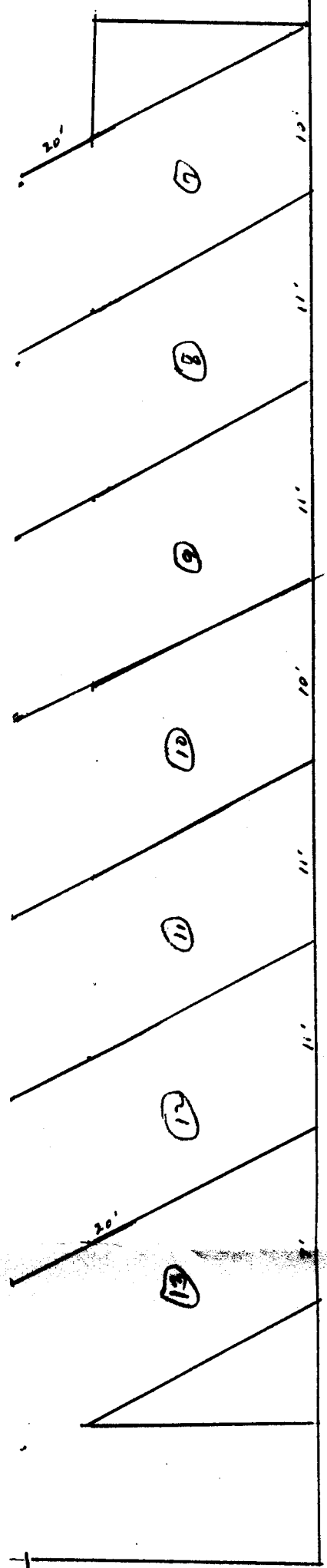
Property 6,758 sq ft



Bldg 2,302 sq ft  
660 White

↑  
Aisle Width  
10'  
↓

Lot 4,388 sq ft



Parking - 25 of 12-19-90

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 7<sup>th</sup> day of January, 1991, by and between George E. Wheeler, 3045 Teller Avenue, Grand Junction, Colorado, 81504, (LESSOR) and Cornerstone Thrift Store, P. O. Box 88, Grand Junction, Colorado 81501. (LESSEE)

WITNESSETH:

WHEREAS, Lessor is the owner of a building located at 652 White Avenue, City of Grand Junction, Mesa County, Colorado.

NOW, THEREFORE, for and in consideration of the mutual covenants as hereinafter set forth, Lessor does hereby lease unto Lessee the building at 652 White upon the following terms and conditions:

1. The primary term of said lease shall be for a period of five years, beginning March 1, 1991, and ending February 28, 1996.
2. The base rent for the term of this lease shall be as follows:
  - Period from 3-1-91 to 2-28-92 at \$650.00 per month;
  - Period from 3-1-92 to 2-28-93 at \$700.00 per month;
  - Period from 3-1-93 to 2-28-94 at \$750.00 per month;
  - Period from 3-1-94 to 2-28-95 at \$800.00 per month;
  - Period from 3-1-95 to 2-28-96 at \$850.00 per month.

Rent payable monthly in advance.

3. Except with the prior written consent of Lessor, Lessee shall use the leased premises for no purposes other than the conduct of sale of new or used general merchandise.
4. Lessee agrees not to sublease any portion of the premises, without the expressed consent of the Lessor.
5. Lessee shall not materially alter or remodel the premises without the written consent of the Lessor first having been obtained. Permitted alterations shall be at the expense of Lessee and upon termination or abandonment of this lease, shall become the property of Lessor.
6. Lessee may install such furniture, fixtures and equipment as Lessee deems necessary to carry on the business purposes permitted hereunder, without permission and, upon termination of this lease, may remove same provided that:
  - A. Lessee is in good standing under the terms and conditions of this lease.
  - B. The premises are restored to as good a condition as when first received hereunder, ordinary wear excepted.
7. Lessee shall not encumber nor shall Lessee permit any liens to be imposed upon the leased premises or Lessee's rights hereunder ~~without the written consent of Lessor first had and obtained.~~
8. Lessor or his designated agent shall have the right to make routine inspections of the premises at any reasonable time during normal business hours and to make necessary emergency entries at any time required.
9. In the event of the destruction of all or a substantial portion the premises for any cause, this lease shall thereupon become terminated at the option of either party. In the event of a partial destruction of the premises from any cause, the Lessor shall forthwith repair same and such partial destruction shall in no way void or terminate this lease, except that the rental during the period of repair if the business of the Lessee cannot be substantially carried on shall be abated until such time as the repairs are completed. If such repairs cannot be completed within 45 days, this lease may be terminated by either party.

If the premises or any part thereof is hereafter condemned under the law of eminent domain, any award for damages to the premises on the taking thereof shall be paid to and shall belong to the Lessor. If by any such taking the premises are rendered untenable then, the Lessee shall have the option of terminating this lease. Utility easements which do not effect access to the premises or its parking is expressly agreed to not constitute a taking which renders the premises untenable. If all of the premises are taken under the law of eminent domain, this lease shall be terminated on the date that possession is granted to the condemning authority.

1. All notices required to be given under this lease agreement or which a party desires to give shall be sent by certified mail, return receipt requested, postage prepaid, to the addresses of the parties as first herein above set forth. The effective date of such notice shall be the date of such certification. The addresses of the parties may be changed by giving notice of such change in the same manner as any other notice.

2. In the event this lease agreement should become the subject of litigation, the parties agree that the venue of any such litigation shall be in the District Court in and for the County of Mesa, State of Colorado, and that the Court shall award the prevailing party reasonable attorney fees as part of the costs which said party becomes entitled to recover under Court's judgment. This provision shall be effective in the event of appeal to the appellate court or courts having jurisdiction of the cause.

3. Lessor shall be responsible for:

- A. The maintenance of the roof, foundation, exterior wall, parking lot and structural integrity of the premises.
- B. All real property taxes assessed against the premises.
- C. Fire and extended coverage insurance premiums insuring the premises and liability insurance on behalf of lessor.

4. Lessee shall be responsible for:

- A. The payment for the leased space of utilities, including but not limited to water, trash, sewer, natural gas, electricity, and telephone.
- B. Payment for any janitorial services within the premises.
- C. The payment of personal property taxes on all personal property located on the premises and owned by Lessee.
- D. The maintenance, upkeep and repair of the premises excepting any portions of said premises which are to be maintained by Lessor under Paragraph 13 above and Lessee agrees that he shall be responsible for snow removal, for the periodic servicing of the heating and air conditioning units, replacement of light bulbs, serving the premises.
- E. Any losses of or damages to personal property owned by Lessee and located on the premises. Lessor will insure against such losses as Lessee may see fit.
- F. Any damages caused to the premises caused by the willful or negligent acts of Lessee, Lessee's agents or employees.
- G. Tenant shall maintain a policy of comprehensive general liability insurance coverage affording minimum protection of \$250,000 combined single limit bodily injury and property damage plus \$100,000 per person - \$10,000 per accident premises medical payments, which policy shall name the Lessor as additional insured. A copy of said policy shall be delivered to the Lessor.

5. It is expressly understood and agreed that if the rents above, or any part thereof, shall be thirty days in arrears, or if default shall be made in any of the covenants or agreements herein contained to be kept by Lessee, Lessor may, at Lessor's election, give Lessee fifteen (15) days' written notice of Lessor's intent to terminate said lease; provided however, that during said 15 day period, Lessee may correct the defaults as set forth in said notice and avoid forfeiture thereof.
6. Upon termination of this lease pursuant to the preceding paragraph, Lessee shall peacefully surrender the premises to Lessor, and Lessor may upon such termination or at any time after such termination, without further notice, rent the premises.
7. Lessor shall not use any space in the building premises for any purpose contrary to law.
8. This agreement along with Exhibit "A" constitutes the entire Agreement between the parties and may not be amended; except by subsequent writing signed by the parties.
9. Lessor grants Lessee the right to a second five year rental period. Rent to be mutually agreed upon by Lessor and Lessee. If the Lessor and Lessee cannot agree to a new rental amount for the extended period, the Lessor shall obtain a rental appraisal on the building and the Lessee shall do likewise. The two appraiser's if they do not agree on a fair market rent shall select a third appraiser to review their valuations and make a binding determination on the fair market value. Lessee must notify Lessor of his intent to extend the lease by December 31, 1995.
10. Signage - Lessor will not paint signs on the building. Attached signs will be allowed with approval of Lessor. Signage must comply with City of Grand Junction sign codes.
11. Option to Purchase. During the primary term or extended term of this lease the Lessor hereby grants to the Lessee the first right of refusal to purchase this property. This option would not preclude the Lessor from obtaining appraisals or to receive offers, either solicited or non-solicited for the purchase of the property, provided Lessee is informed of the purchase and his rights are protected. If an offer is received to purchase this property, the Lessee shall have no more than 15 days from the date of presentation to either reject the first right of refusal or to make a like offer.
12. Exhibit "A" is an integral part of this agreement. The provisions of Article III of Exhibit "A" expressly limit paragraph 19 and 21 above.

THIS AGREEMENT shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and duly authorized assigns of the parties hereto.

Witness their hand and seals.

George E. Wheeler  
George E. Wheeler, Lessor

Cornerstone Thrift Store  
By:

President

Jerry Stehman  
By: Andrew Gobbie  
Secretary

Lease AgreementEXHIBIT A652 White Avenue, Grand Junction, Colorado 81501

Improvements, additions, upgrading, repairs and cleaning to be made by Lessor:

1. Install a new gas meter to the building.
2. Purchase two metal doors to be installed on the west side of the building. Lessee to provide labor for the opening for the doors. Lessee to close in door on north side of building with cinder/concrete blocks removed from opening on west side of building. Lessee to pay for block work. Lessor to pay for installation of the door.
3. Provide 3 1/2 inch fiberglass insulation and vinyl plastic vapor barrier material for the exterior (inside perimeter) walls of the building. Lessee to provide labor to hang or install insulation at its expense.
4. Provide exterior paint for the building. Lessee to provide labor to apply the paint at his expense.
5. Reset electric meter, if it has been removed from the building.
6. Remove building materials, electric parts, office equipment, etc. from building in order that construction can begin, at Lessor's expense.
7. Lessor to repair roof, if necessary.

Improvements, additions, upgrading and repairs to be made by Lessee:

1. Lessee to provide labor and pay for same in the installation of items mentioned in paragraph's 2, 3 and 4 of the Lessor's obligation in Exhibit "A" above.
2. Exterior walls of building. Lessee shall at his expense purchase 2 X 4 framing material and provide labor for its installation to provide space for electrical service, insulation, and other needs around the inside of the perimeter of the building, where concrete blocks are now exposed.
3. Bathrooms. Lessee shall at his expense purchase 2 X 6 framing material and provide labor for its installation.
4. Sheet-rocking. Lessee shall, at his expense purchase, sheet-rock and provide labor at his expense to hang, tape and texture same.
5. Materials for partitions for off season merchandise, receiving, and dressing rooms shall be purchased by Lessee and labor to ~~install shall be at his expense.~~
6. Electrical. Lessee shall contract for the installation of electrical service to the areas framed in the building and for lighting, heating and air conditioners. The cost of materials and labor to be the expense of the Lessee. (Note the Lessor would like to meet with the electrical contractor, namely to coordinate sizing of conduit, etc., for future use of the building. Lessor at his option may upgrade the electrical service.)

7. **Heating and Air Conditioning.** The Lessee shall purchase and install overhead space heaters for the building at his expense. The existing evaporative air conditioners may be used by the Lessee, at his option. Lessee to pay expense of wiring the air conditioners.
8. **Bathrooms.** Lessor shall provide the existing toilet and washbasin that is in the building to the Lessee for use in the building. Lessee to purchase an additional toilet and washbasin, if required by the building department.
9. **Interior Doors.** Lessee shall purchase and install interior doors and install same at his expense.
10. Lessee shall obtain "Lien Waivers" from contractors, suppliers, and laborers and provide same to Lessor to show that all materials and labors have been paid.
11. Lessee shall obtain City/County Building Permit for all improvements requiring same, and shall comply with all building codes for construction materials and installation.
- For construction of improvements to the building, the Lessor shall be notified and his permission shall be obtained in writing, although not unreasonably withheld.

**Off Street Parkings:**

FOR PURPOSES OF COMPLIANCE WITH SECTION 5-5-1 OF THE ORDINANCES OF THE CITY OF GRAND JUNCTION, THE PARTIES AGREE:

- a. The Lease Agreement will include four (4) parking spaces in the Regal Building, Inc. parking lot (the lot) adjoining the leased building at 652 White Avenue, Grand Junction, Colorado. The spaces, terms of use and conditions are as shown by Exhibit "1" attached to this Exhibit "A".
- b. Lessor will pay the rental for said spaces, and while the Lease Agreement remains in effect they will be identified for use by Lessee.
- c. Lessee's insurance obligations will extend to include the lot and uses thereof by its agents, servants, employees, and invitees. Such coverage will be documented by appropriate rider from the insurer to include Lessor, Lessee, the Regal Building, Inc. and tenants of the latter.
- d. The provisions of Item 21 of the Lease Agreement do not apply to the Parking spaces in the lot. No rights or option to purchase the lot or spaces therein exists either direct, indirect or by implication.
- e. The provisions of item 19 of the Lease Agreement may become available if a second five (5) year term right of extension be exercised by Lessee. Lessee accepts the limitation that Lessor's reasonable efforts to acquire parking rights in the lot may be unsuccessful. In such event, the provisions of paragraph 2 following will be applicable.

2. TERMINATION OF THE VEHICLE PARKING SPACE AGREEMENT:

If at any time or reason during the course of the Lease Agreement Exhibit "1" to this Exhibit "A" be terminated in whole or part, then:

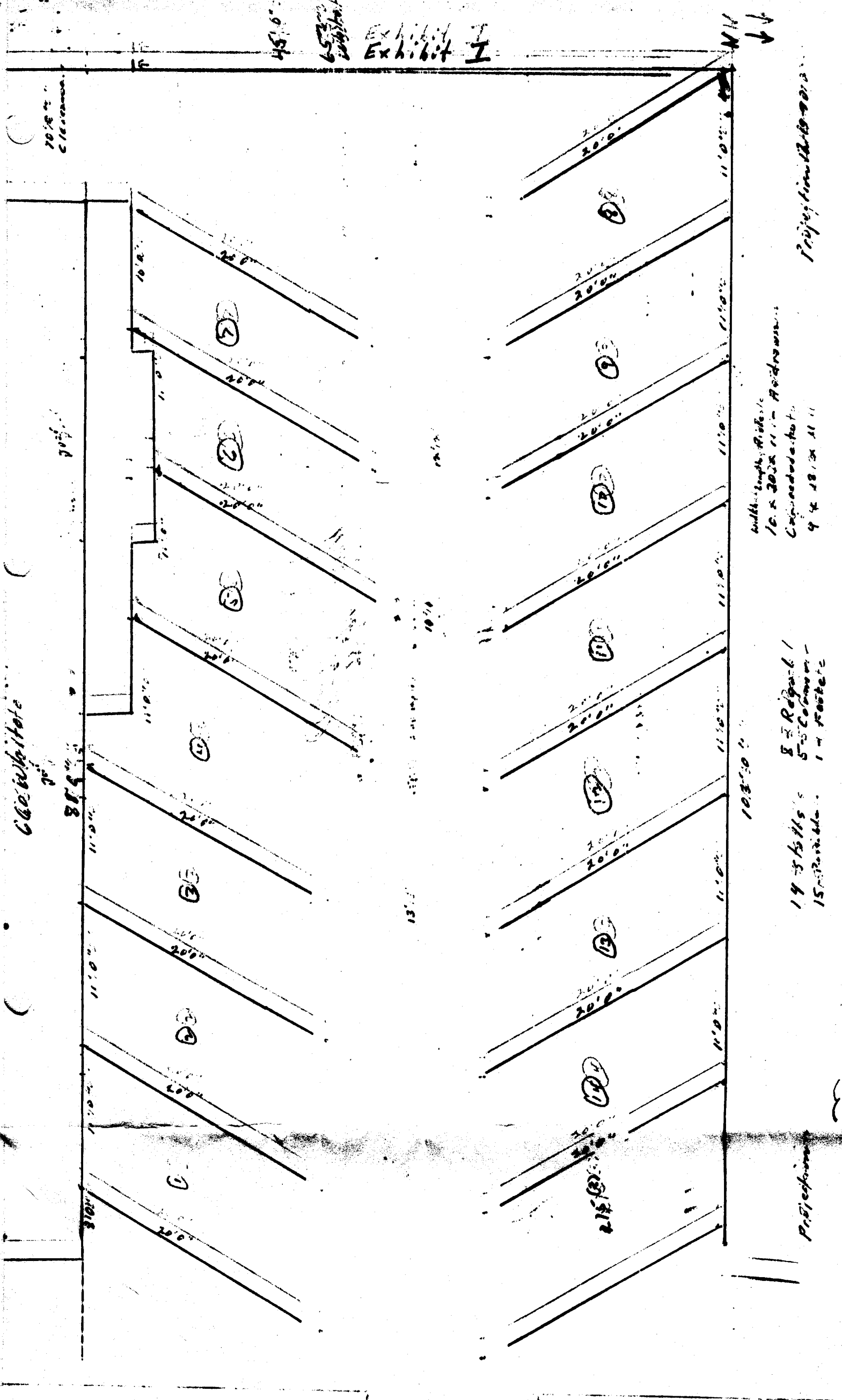
a. Lessor shall attempt to locate and supply equivalent types of off street parking spaces to those no longer available for Lessee's uses under Exhibit "1". Such space or spaces shall be in sufficient proximity to 652 White Avenue to satisfy the minimum requirements of the Planning Department of the City of Grand Junction. Lessor's failure to acquire and make available substituted off street parking within thirty (30) days from notice of termination by Regal Building, Inc. will be grounds to terminate the Lease Agreement on 652 White Avenue.

b. If termination of the lease agreement occurs by reason of the provisions in sub-paragraph "a" above and Lessee's operation no longer can comply with Section 5-5-1 of the City of Grand Junction's Ordinance, then the following will become applicable:

(1). If termination of the Lease Agreement occurs within its first five (5) year primary term, then upon Lessee's vacating the premises at 652 White Avenue, the Lessor will compensate Lessee the sum of \$3,000.00 for each non-completed full lease year (pro-rated on a monthly basis if a fraction of a full year be involved) that Lessee could not enjoy occupancy by reason of the defined loss and non-replacement of off street parking requirements. The purpose of the latter will be to repay Lessee for capital improvements made to the leased building under Section II of this Exhibit "A", amortized over five (5) years, and upon termination of the lease Agreement, regardless of reason, will be left on the leased premises. The parties agree that the foregoing provisions of compensation to Lessee represent liquidated damages payable by Lessor only if the Lease Agreement be necessarily terminated for lack of at least four (4) off street parking spaces for Lessee's use during the primary term. In all other cases of termination no damages will be payable by Lessor to Lessee.



EXHIBIT I  
Exhibit I



C.C. White

70' 0" Clearance

88 1/2"

N ↓

with length of 10' x 30' in. Redwood  
Cupped ends to top  
9 x 18' x 11'

14 5x11s  
15 3x11s  
8 3x11s  
5 5x11s  
1 4x11s

Prof. Johnson

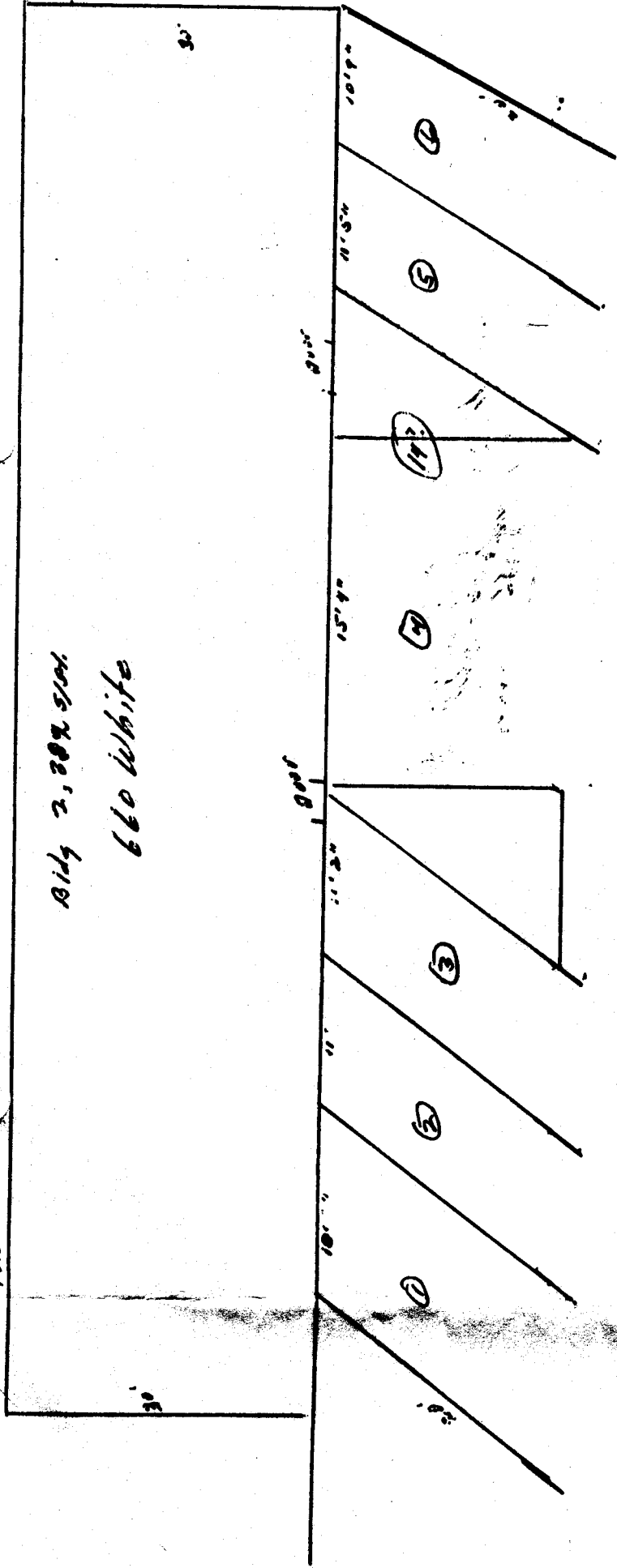
Prof. Johnson

Exhibit - 2 -



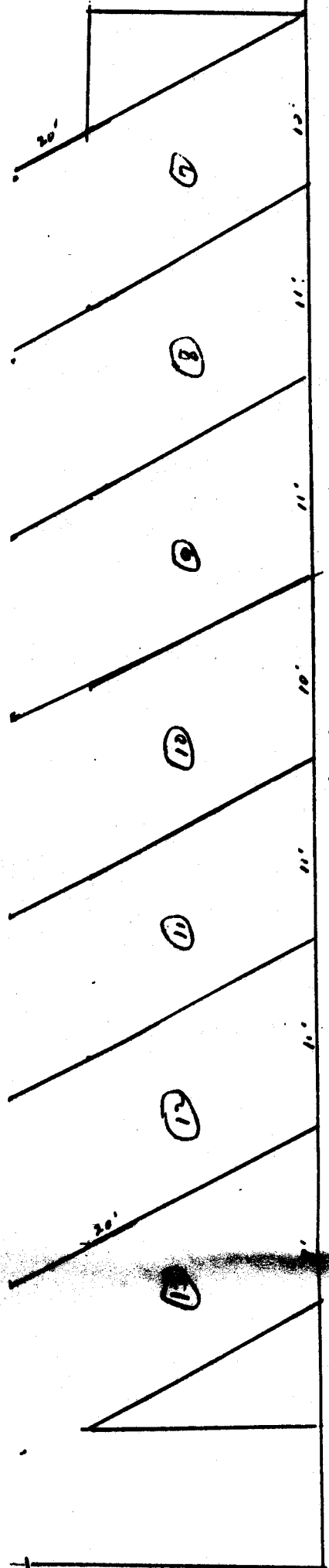
65' White

Side 2, 30' x 50'  
660 White



↑ aisle width  
10'-4"  
↓

Lot 4, 30' x 50'



Parking - 25 of 12-17-90

103'