

Impact Statement

To whom it may concern:

The Casa di Italia is located at 1048 Independent Ave., Suite A101, Grand Junction, Co. 81501. The hours we are open are from 11:00 am until 9:30 pm every day excluding Sunday.

The Casa di Italia anticipates to serve approximately 100 customers daily. The seating capacity as rated by the local Fire Department is 86.

This is a restaurant serving Italian food.

The lighting is sufficient inside and outside the building and we do not feel that there is any need for additional security.

There are 40 parking spaces available during the daytime hours and during the evening serving times all of the other businesses in the plaza are closed leaving an excess of 75 spaces available for customers.

We would serve liquor effective immediately upon the approval of the license.

The trash is removed on a regular basis by the city.

The Casa di Italia is a restaurant orientated to family dining, serving the highest quality products. As we will be catering to a family atmosphere, liquor will be only served with the purchase of food, and not just as a bar or lounge would serve drinks.

Sincerely

George R. Harper, owner/operator
Casa di Italia
1048 Independent Ave.
Suite A101
Grand Junction, Co. 81501
241-4741

November 9, 1982

#75-82

Gus Halandras et al
c/o Pavlakis & Co.
516 29 Road
Grand Jct., CO 81501

Trevina C. Houston
930 Independent Ave.
Grand Jct., CO 81505

#75-82

Gerald M. Greenberg
c/o ECD Company
50 S Havana
Aurora, CO 80012

Carl South
830 Independent Avenue
Grand Jct., CO 81505

#75-82

Trinity Associates
PO Box 1965
Grand Jct., CO 81502

J & J Enterprises
PO Box 2966
Grand Jct., CO 81502

#75-82

George R. Harper
1048 Independence Ave
Grand Jct. CO 81501 #101

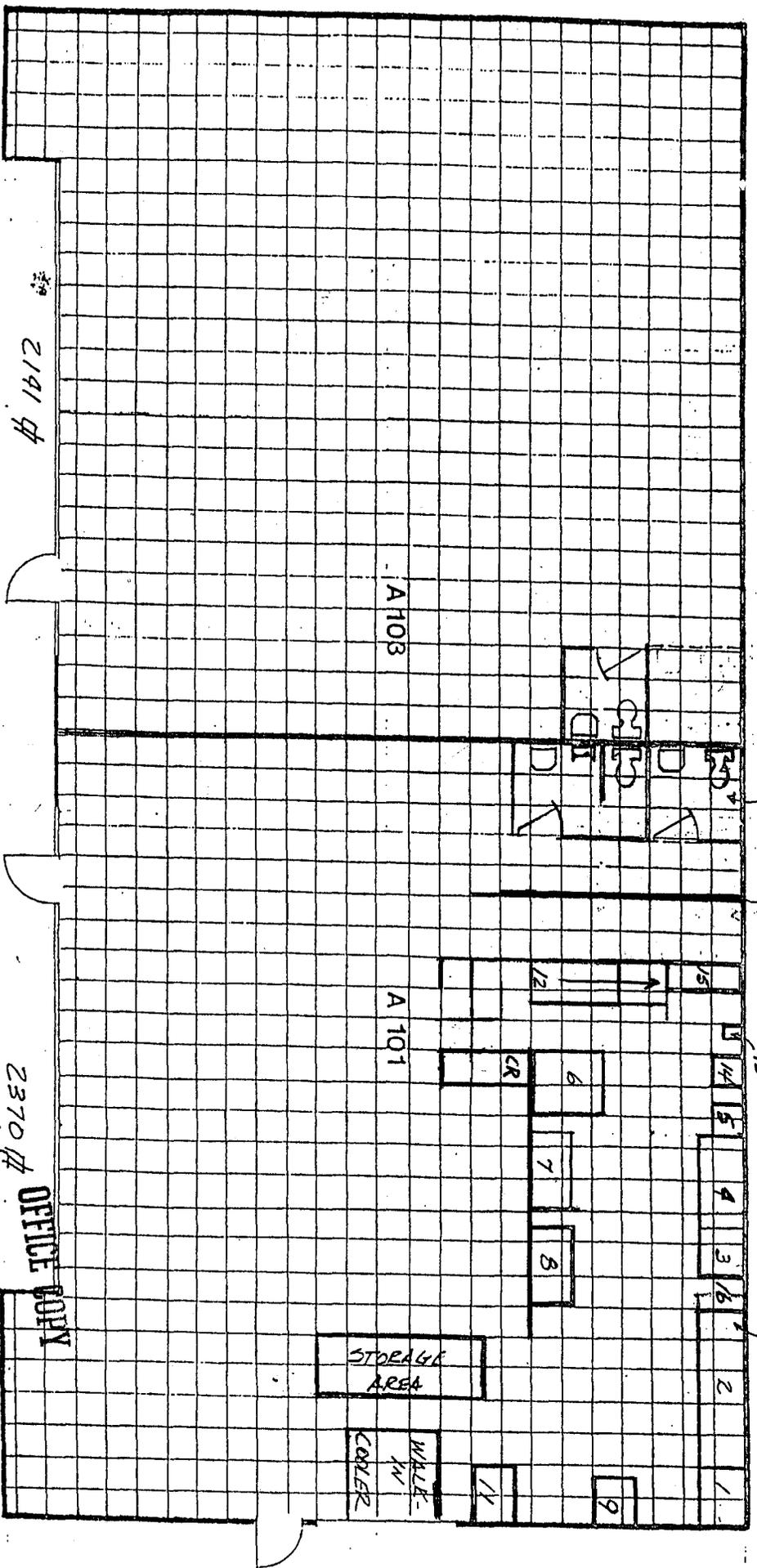
#75-82

Richard Scariano
1119 North 1st St.
Grand Jct. CO 81501

#75-82

#75-82

#75-82



- EXISTING COORDIN WALL
- 2 = DISHWASHER
 - 3 = B&B
 - 4 = TABLE
 - 5 = 24" X 24" X 1 1/2" SINK
 - 6 = PIZZA OVEN
 - 7 = RANGE
 - 8 = TRAY
 - 9 = FREEZER
 - 10 = REFRIG
 - 11 = MIXER
 - 12 = LAV SINK
 - 13 = 24" X 24" X 18" SINK
 - 14 = 24" X 24" X 18" SINK
 - 15 = ICE MAKING
 - 16 = WASTE R. HEATER
 - CR = CASH REGISTER

Grid 2' x 2'



2141 #

2370 # OFFICE BOHN

#7582

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INDEPENDENCE PLAZA, LTD.

LEASE AGREEMENT

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- Exhibit 1: Floor Plan;
Work Letter
- Exhibit 2: Tenant Rules and Regulations
- Exhibit 3: Interior Finish To Be Paid By Tenant

INDEPENDENCE PLAZA, LTD..

LEASE AGREEMENT

LEASE DATED September 22, 19 82, between
Independence Plaza, Ltd., #1, through its agent, _____
Omega Realty ("Landlord"),
and George Harper and Patricia Harper ("Tenant").

For and in consideration of the covenants and agreements herein contained, Landlord and Tenant agree as follows:

PREMISES AND BUILDING

Section 1.01. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord certain space (the "Premises") consisting of 2370 net rentable square feet more or less as outlined on the attached Exhibit 1, being suite(s) A101 of the A Building in ~~the~~ 1048 Independent Avenue, Grand Junction, CO 81501 (the Building).

Landlord reserves and excepts from the within demised premises the roof and exterior walls of the building or buildings comprising the demised premises, or of which the demised premises are a part, and further reserves the right to construct additional floors on the building of which the demised premises are a part and the right to place, install, maintain, carry through, repair and replace such utility lines, pipes, wires, appliances, tunneling, and the like, in, over and upon the demised premises as may be reasonably necessary or advisable for the servicing of the demised premises or of other portions of the facility commonly known as Independence Plaza.

Section 1.02. Landlord shall construct and complete the premises substantially in accordance with the plans and specifications for Independence Plaza, a copy of which the Tenant acknowledges he has reviewed and accepted. The Landlord may expand, alter or in any other manner deal with said plans and specifications without the consent of Tenant and without affecting this Lease except insofar as such plans and specifications directly pertain to the leased premises. See Exhibit 1 as stated in Section 1.01.

Section 1.03. Landlord agrees construction shall be completed on or before November 1, 1982, provided that in the event the construction of Independence Plaza is delayed or hindered by strike, casualty, fire, injunction, inability to secure materials, or restraint of law, unusual action of the elements, or any other cause beyond the control of Landlord, then the completion date shall be extended to the extent of such delays. If Landlord fails to complete construction within fifteen (15) days of the estimated completion date, including any extensions as provided, or which may be agreed to by the parties, then Tenant shall have the option of cancelling and terminating this Lease by giving notice in writing to Landlord, and Tenant shall no longer be liable to Landlord on account of any covenant or obligation herein contained.

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TERM

Section 2. The term of this lease shall commence at noon on November 1, 19 82, and ending on the last day of October, 19 85 (the "Term").

USE

Section 3. The premises shall only be used as a restaurant

Tenant shall not use or permit the Premises to be used for any purposes prohibited by the present or future laws of the United States, the State of Colorado, or the regulations, ordinances or orders of any other governmental entity having jurisdiction over the Premises. Tenant covenants and agrees, at its sole cost and expense, to properly comply with all such laws, regulations, ordinances and every order or regulation now or hereafter enacted by any government entity and further agrees that failure to so comply shall be deemed an event of default pursuant to Section 24 hereof. Tenant shall use reasonable diligence in the care of the Premises and shall surrender same at the expiration of the lease in substantially the same order and good condition as received, ordinary wear and tear excepted. Tenant shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without first obtaining Landlord's written approval and consent. Tenant agrees to maintain such sign or advertising matter as approved by Landlord in good condition and repair.

RENT

Section 4.

A. Base Rent. Tenant covenants and agrees to pay Landlord during each lease year, being the twelve calendar months subsequent to the commencement date hereof, a fixed annual rental of \$ 15,997.50, payable in equal monthly installments of \$ 1,333.13 payable in advance on the first day of each and every month commencing November 1, 1982 payable at 1048 Independent Avenue, Suite A105, Grand Junction, CO 81501. The annual rent set forth herein shall be subject to an annual increase of 7 % per year effective on the anniversary date of this agreement for the term hereof.

B. Late Payment of Rent. All rent payments are due and payable on or before the first day of each month and become delinquent on the seventh day and subject to an additional rent charge of 10% of that month's rent. After the fourteenth day, an additional 10% charge shall be due and payable. Penalty payment due and payable upon notice from Landlord or Landlord's agent will be at 1048 Independent Ave. Suite A105 Grand Junction, CO 81501, or at such other place as Landlord may designate from time to time.

C. Taxes. Tenant shall pay Tenant's proportionate share of all taxes, real estate and personal property, or special assessments levied by any governmental agency. In the event the tenancy is for less than the full year for which taxes are levied, Tenant's proportionate share shall be prorated for the months of the tenancy. Estimates of tax based upon the County Assessor's estimate of valuation after construction or the previous year's actual taxes, at the option of Landlord, shall be paid in monthly installments and shall be added to the monthly rental, and adjustments shall be made and credited or paid on the first rental payment made following receipt of the actual taxes billed for the preceding year. Taxes or special assessments shall

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be prorated based upon the total square footage occupied by Tenant expressed as a percentage of the leasable square footage in Independence Plaza, Filing No. One. In the event Landlord shall fail to pay taxes as due, Tenant shall have the right to pay same and reduce rental payments, called for herein accordingly. In the event Landlord's failure to make payments when due results in damages to Tenant, the value of said damages as established in a court of competent jurisdiction shall be applied against any obligations of Tenant arising hereunder.

D. Utilities. Tenant agrees to pay for Tenant's requirements of electric current, gas, sewer, heat, water and all other utilities and all taxes or charges on such utility services which are used on or attributable to its demised premises. In the event Landlord shall fail to pay utilities as due, Tenant shall have the right to pay same and reduce rental payments called for herein accordingly. In the event Landlord's failure to make payments when due results in damages to Tenant, the value of said damages as established in a court of competent jurisdiction shall be applied against any obligations of tenant arising hereunder. Gas and electric utility service is separately metered and Tenant shall individually contract for said service. All other services shall be billed by Landlord monthly in proportion to Tenant's share of net rentable space occupied.

In no event shall Landlord be liable for any interruption or failure in the supply of any utilities to the premises. In the event of any common meters for utilities, Tenant shall pay the normal minimum monthly charges or Tenant's proportionate share. Utility costs shall be prorated, if necessary, based upon the total square footage occupied by Tenant expressed as a percentage of the leasable square footage in Independence Plaza.

E. Fire Insurance. Tenant agrees to reimburse Landlord in amount equivalent to Tenant's proportionate share of net rentable space for the expense of keeping the premises insured for fire and extended coverage in an amount necessary, in Landlord's opinion, for the replacement of the improvements on the property, said premiums to be divided into monthly amounts to be added to the monthly rental payment. Landlord shall be named as the beneficiary under said policies and shall be entitled to all proceeds therefrom. Tenant agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form fire insurance policy. If the insurance rates for fire and extended coverage insurance covering the within premises shall be increased by reason of any use of the premises made by Tenant, Tenant shall pay to Landlord such increase as is occasioned by said use independent of Tenant's proportionate share.

F. Common Area Maintenance. Tenant shall pay Tenant's proportionate share of the cost of operating and maintaining and providing security for all common areas and facilities in Independence Plaza, Filing No. One, including without limitation, gardening and landscaping, repairs, line painting, lighting, sanitary control, removal of snow, trash, rubbish, garbage and other refuse, depreciation of machinery and equipment used in such maintenance and the cost of personnel and office space to implement such services, but charges hereunder shall not exceed \$.75 per square foot during the first year of this lease. Landlord shall furnish Tenant a statement showing all items of cost and the basis for computation of Tenant's proportionate share at the end of each quarter, and Tenant shall pay the same to Landlord within ten (10) days thereafter. Tenant's proportionate

shall be deferred until the Premises are ready for occupancy, the Lease shall remain in full force and effect and the Tenant shall have no right to rescind or cancel the same, except as stated in Section 1.03. Landlord's agreement to defer Tenant's obligation for rental and other amounts owing hereunder during such period shall be in full satisfaction of any and all claims or amounts which Tenant might otherwise be able to claim as a result of such delay in Landlord's delivery of possession of Premises.

QUIET ENJOYMENT

Section 7. Landlord shall warrant and defend Tenant in the quiet enjoyment and possession of the Premises during the Term so long as Tenant is not in default hereunder.

INTERRUPTION OR DISCONTINUANCE OF SERVICES

Section 8. Landlord shall not be liable for any failure to supply any services Landlord has agreed to supply in this Lease during any period when Landlord uses reasonable effort to supply such services. Landlord reserves the right to temporarily or permanently discontinue or curtail such services or any of them, at such times as may be necessary by reason of accident, unavailability of employees, repairs, or construction activity, or when because of strikes, lockouts, riots, acts of God, governmental rules or regulations, or other happening beyond control of Landlord, he is unable to furnish such services.

ACCEPTANCE OF PREMISES BY TENANT

Section 9. Tenant hereby accepts possession of the Premises in its present "as is" condition and taking possession of Premises by Tenant shall be conclusive evidence as against Tenant that the Premises were in satisfactory condition when possession was taken.

ACCESS TO PREMISES

Section 10. Landlord may enter the Premises at any time to examine and inspect the same, to show the Premises to persons wishing to lease them and to perform such cleaning, maintenance, repairs or alterations as Landlord may be required to perform under this lease or as Landlord may deem necessary, without the same constituting any eviction, nor entitling Tenant to any abatement of rent. Landlord may, at any time, enter the Premises to make such alterations or changes to the Premises as may be necessary to serve other portions of the Building. In making such alterations and changes, Landlord shall not interfere with Tenant's use and occupancy of the Premises more than is reasonably necessary under the circumstances, and shall repair all damage to the Premises caused thereby.

PREPARATION OF PREMISES

Section 11. Landlord will furnish to Tenant the leasehold improvements and other work described on Exhibit 1 attached hereto. Any additional improvements to the Premises shall be pursuant to contract between the Landlord and Tenant at the cost set forth.

ALTERATIONS BY TENANT

Section 12. Tenant shall not alter the Premises without first obtaining the prior written consent of Landlord. All alterations, additions or improvements made to the Premises by Tenant, including by way of illustration and not by limitation, all partitions, paneling, carpeting and light

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occurrence of such fire or other casualty, deem it advisable to reconstruct, rebuild or raze the Building, then, notwithstanding anything contained herein to the contrary, upon notice in writing to that effect given by Landlord to Tenant, this lease shall terminate as of the date of such fire or other casualty. Tenant thereupon shall surrender to Landlord the Premises and all interest therein under this lease, and Landlord may re-enter and take possession of the Premises and remove Tenant therefrom. Tenant shall pay rent, duly apportioned as of the date of such termination of this lease, and Landlord and Tenant shall be free and discharged from all obligations arising hereunder after the date of such termination.

D. Landlord and Tenant hereby waive any and all right of recovery against the other, their respective officers, agents and employees occurring out of the use and occupation of the Premises for loss or damage to real or personal property of each such party. Each of the parties shall, upon obtaining the policies of insurance required by this Lease, notify the insurance carrier of the foregoing waiver contained in this Lease and shall require each such carrier to include an appropriate waiver of subrogation provision in its insurance.

CONDEMNATION

Section 16.

A. If more than 10% of the Premises shall be taken by virtue of eminent domain or other governmental action, or shall be conveyed in lieu thereof, (hereinafter referred to as "condemnation"), then the term of this lease shall terminate on the date of the vesting of title in such condemning authority.

B. If less than 10% of the Premises shall be so taken, this lease shall, upon the vesting of title in the condemning authority, terminate as to the part so taken, but shall continue in full force and effect as to the part of the demised premises not taken.

C. In the event of condemnation, Landlord shall receive the entire award or consideration for the Building and the Premises.

D. No taking of all or any portion of the parking which Tenant has a right to use pursuant to the terms of this Lease shall be construed as a taking which would entitle Tenant to exercise any of its rights set forth in this Section 16.

INJURY TO PERSON OR PROPERTY

Section 17.

A. Tenant waives all claims which Tenant or Tenant's successors, assigns or insurance carrier may have against Landlord for damages to Tenant's property in, upon or about the Premises and for injuries to persons in or about the Premises, from any cause arising at any time, including any right to subrogation by Tenant's insurance carriers. Tenant shall also maintain casualty insurance, on a standard "all risk" form on all of Tenant's property located in the Premises and any and all tenant finish work in the Premises in excess of that which Landlord provides at no additional cost to Tenant. Tenant will indemnify Landlord and hold Landlord harmless from any injury or damage to any person, or to the

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occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed an acceptance of the assignee, subtenant or occupant as the Tenant hereof, or a release of Tenant from further performance by Tenant of covenants on the part of Tenant herein contained. Consent by Landlord to any one assignment or subletting shall not in any way be construed as relieving Tenant from obtaining the Landlord's express written consent to any further assignment or subletting. Notwithstanding the consent of Landlord to any subletting of assignment, Tenant shall not be relieved from its obligations hereunder to Landlord. Landlord's consent to any requested subletting or assignment shall not waive Landlord's right to refuse to consent to any other such request, or to terminate this Lease if such request is made, all as provided above. Tenant shall pay to Landlord within thirty (30) days of receipt of an invoice therefor all reasonable costs incurred by Landlord in reviewing and preparing documents with respect to any proposed subletting or assignment of the Premises.

C. Notwithstanding anything contained hereinabove in this Paragraph 19 to the contrary, in the event Tenant requests Landlord's consent to sublet twenty-five percent (25%) or more of the Premises or to assign twenty-five percent (25%) or more of its interest in this Lease, whether in a single transaction or in a transaction which would result in Tenant having sublet or assigned an aggregate of such twenty-five percent (25%) interest, Landlord shall have the right to (i) consent to such subletting or assignment in its sole discretion; (ii) refuse to grant such consent in its sole discretion; or (iii) refuse to grant such consent in its sole discretion and terminate this Lease as to the portion of the Premises with respect to which such consent was requested; provided, however, if Landlord refuses to grant such consent and elects to terminate the Lease as to such portion of the Premises, Tenant shall have the right to withdraw its request for such consent within five (5) days after receipt of Landlord's notice to such effect, and remain in possession of the Premises under the terms and conditions hereof. In the event the Lease is terminated, as set forth herein, such termination shall be effective as of the date set forth in a written notice from Landlord to Tenant, which date shall in no event be more than thirty (30) days following such notice.

D. Notwithstanding anything to the contrary contained in this Lease, if a trustee in bankruptcy is entitled to assume control over Tenant's rights under this Lease and assigns such rights to any third party, the Base Rent to be paid hereunder by such party shall be increased to the current Base Rent which Landlord would charge for comparable space in Independence Plaza as of the date of such third party's occupancy of the Premises, if the same is greater than that being paid by Tenant immediately prior to such assignment.

E. If Landlord shall exercise its right to terminate this Lease in accordance with any of the foregoing clauses, such termination may be in the form of Landlord taking back an assignment of the Lease, or subletting the Premises from Tenant, as Landlord in its sole judgment shall select, so long as Tenant shall be relieved of its obligations regarding the portion of the Premises so sublet or the interest in the Lease so assigned.

F. In the event Tenant receives any rent from any assignee or sublessee of all or any part of the Premises in excess of the Base Rent and other amounts Tenant is obligated

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to pay hereunder attributable to the space so sublet or assigned, then Tenant shall pay to Landlord as and when Tenant receives the same the entire amount of all such excess rent.

SURRENDER

Section 20. Upon the expiration or other termination of this Lease, Tenant shall promptly quit and surrender the Premises in good order and condition, ordinary wear and tear and loss by fire and other perils recoverable from Landlord's insurance coverage excepted, and Tenant shall remove all of its furniture and other effects and such alterations, additions and improvements as Landlord shall require Tenant to remove pursuant to Section 12. All property of Tenant not so removed shall be deemed to have been abandoned and may be retained or disposed of by Landlord without notice to Tenant or any other person and without obligations or account therefor. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

HOLDING OVER: MONTH TO MONTH TENANCY

Section 21. If after the expiration of the Term Tenant shall remain in possession of the Premises and continue to pay rent without any express agreement as to its possession, then such possession shall be deemed a tenancy from month to month and shall be subject to all terms and conditions of this Lease on the part of Tenant to be observed and performed and at a rent equivalent to one hundred fifty percent (150%) of the then current monthly installment of rent and additional rent due hereunder at the then current rental rate being charged by Landlord for space in the Building as of such date, whichever is greater, payable in advance on the first day of each calendar month.

SUBORDINATION

Section 22. This lease shall be subject to and subordinate to the lien of any deed of trust or mortgage now or hereafter placed upon the Premises and related property, to all amounts secured thereby, and all renewals, replacements, modifications, consolidations and extensions thereof. Such subordination shall occur automatically without necessity of any action on the part of Tenant if the instruments creating any such lien shall contain a provision requiring such subordination. Tenant, nevertheless, covenants to execute and deliver within ten (10) days following on demand of Landlord and without cost to Landlord, such instrument or instruments of further assurance subordinating or evidencing the subordination of this lease on the term herein described to the lien of any such deeds of trust, mortgages or other lien as aforesaid, as may be requested by Landlord, its successors and assigns, or by any such mortgagee, beneficiary, or secured party or proposed mortgagee, beneficiary or secured party.

RULES AND REGULATIONS

Section 23. Landlord may from time to time make reasonable rules and regulations for the use, safety, cleanliness and care of the Premises, and the comfort, and convenience of occupants of the Premises. Such rules and regulations as from time to time amended shall be effective upon notice to Tenant from Landlord. A copy of presently effective rules and regulations are attached hereto as Exhibit 2. Tenant will cause its employees and agents, or any others permitted

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by Tenant to occupy or enter the Premises, to abide by such rules and regulations. In the event of any breach by Tenant of any rules or regulations, Landlord shall have all remedies in this lease provided for in the event of default by Tenant. Landlord shall not be responsible to Tenant for the non-observance by any other tenant or person of any such rules and regulations.

EVENTS OF DEFAULT

Section 24. The following shall constitute Events of Default:

A. Tenant shall fail to pay any installment of rent or additional rent prior to the 10th day of the month in which it is due; or

B. Tenant shall fail to perform or observe any other covenants herein contained on Tenant's part to be performed or observed and Tenant shall fail to remedy the same within ten (10) days (or within such period, if any, as may be reasonably required to cure such failure if it is of such nature that it cannot be cured within such ten day period, provided that Tenant commences to remedy such default within such ten day period and proceeds with reasonable diligence thereafter to cure such default): or

C. This lease or the Premises or any part thereon shall be attached or levied against at the instance of any creditor of Tenant, and such attachment or levy shall not be discharged or disposed of within seven days after the levy thereof; or

D. Tenant shall:

- (i) admit in writing its inability to pay its debts as they become due, or if Tenant is generally unable to pay its debts as they become due;
- (ii) make an assignment for the benefit of its creditors.
- (iii) seek or consent to or acquiesce in the appointment of a receiver or trustee for all or a substantial part of its property or of the Premises or of its interest in this lease;
- (iv) file a voluntary petition in bankruptcy or under any insolvency law;
- (v) be the subject of the involuntary filing in bankruptcy of a petition which petition shall not be set aside within thirty days after the filing thereof;
- (vi) Tenant vacates or abandons the Premises;
- (vii) Tenant sublets or assigns any interest in the Premises or this Lease contrary to the provisions of Section 19.

RIGHTS AND REMEDIES UPON DEFAULT

Section 25. If an Event of Default occurs, Landlord shall have the following rights and remedies, in addition to all other remedies at law or equity, and none of the following,

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whether or not exercised by Landlord, shall preclude the exercise of any other right or remedy whether herein set forth or existing at law or equity:

A. Landlord shall have the right to terminate this Lease by giving Tenant notice in writing, and upon the giving of such notice this Lease and Term hereof as well as all the right, title and interest of Tenant under this Lease shall wholly cease and expire in the same manner and with the same force and effect on the date specified in such notice as if such date were the expiration date of the term of this lease, without the necessity of re-entry or any other act on Landlord's part. Upon such termination, Tenant shall quit and surrender to Landlord the Premises as provided in Section 20.

B. Landlord may, without demand or notice, re-enter and take possession of the Premises or any part thereof, and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant, and remove the effects of any and all such persons (forcibly, if necessary) without being deemed guilty of trespass and without prejudice to any remedies for arrears of rent or breach of covenants hereunder. Landlord at its discretion may remove and store for the account of and at the expense and risk of Tenant all property of Tenant remaining on the Premises. Tenant hereby waives all claims for damages which may be caused by the re-entry of Landlord or removing or storing the furniture and property as herein provided, and will save Landlord harmless from any loss, cost or damages occasioned Landlord thereby. Should Landlord elect to re-enter as provided in this Section 25(B), or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may, from time to time, without terminating this lease, relet the Premises or any part thereof for such term or terms and at such rental or rentals, and upon such other conditions as Landlord may deem advisable, with the right to make alterations and repairs to the Premises. Landlord shall have no obligation or liability for any failure to relet the Premises. No such re-entry or repossession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this lease unless a written notice of termination is given to Tenant by Landlord. No such re-entry or repossession of the Premises shall relieve Tenant of its liability and obligation under this lease, all of which shall survive such re-entry or repossession. Landlord shall be entitled to liquidated damages in the amount of the monthly rent, and any other sums, which would be payable hereunder if re-entry or repossession had not occurred, less the net proceeds, if any, or any reletting of the Premises after deducting all Landlord's expenses in connection with such reletting, including, but without limitation, all repossession costs, brokerage commissions, legal expenses, attorney's fees, expenses of employees, alteration costs and expenses of preparation for such reletting. Tenant shall pay such liquidated damages to Landlord on the days on which the rent or any other sums due hereunder would have been payable hereunder if possession had not been retaken. In no event shall Tenant be entitled to receive the excess, if any, of net rent collected by Landlord as a result of such reletting over the sums payable by Tenant to Landlord hereunder.

C. Tenant hereby grants to Landlord a security interest in and to all of the personal property of Tenant situated on the Premises, as security for the payment of all rent and other sums due or to become due under this lease. Tenant

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shall execute such documents as Landlord may reasonably require to evidence Landlord's security interest in such personal property. It is intended by the parties hereto that this instrument shall have the effect of a security agreement covering such personal property, and Landlord, upon the occurrence of an Event of Default, may exercise any rights of a secured party under the Uniform Commercial Code of the State of Colorado including the right to take possession of such personal property and to sell the same for the best price that can be obtained at public or private sale, and out of the money derived therefrom, pay the amount due Landlord, and all costs arising out of the execution of the provisions of this Section, paying the surplus, if any, to Tenant. If such personal property, or any portion thereof, shall be offered at a public sale, Landlord may become the purchaser thereof.

D. No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or agreement, term, covenant, or condition hereof to be performed or complied with by Tenant, and no breach thereof, shall be waived, altered or modified except by written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. Notwithstanding any termination of this Lease, the same shall continue in force and effect as to any provisions which require observance or performance by Landlord or Tenant subsequent to such termination.

E. Suit or suits for the recovery of the rent and other amounts and damages set forth hereinabove may be brought by Landlord, from time to time, at Landlord's election, and nothing herein shall be deemed to require Landlord to await the date whereon this Lease or the term hereof would have expired by limitation had there been no such default by Tenant, or no such termination, as the case may be. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise including but not limited to suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Landlord of any one or more of the rights and remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or for in this or now or hereafter existing at law or in equity or by statute or otherwise. All costs incurred by Landlord in connection with collecting any rent and other amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord, shall also be recoverable by Landlord from Tenant.

LESSEE *[Signature]*

LESSOR *[Signature]*

PAYMENTS AFTER TERMINATION

Section 26. No payments of money by Tenant to Landlord after the termination of this Lease, in any manner, or after the giving of any notice (other than a demand for payment of money) by Landlord to Tenant, shall reinstate, continue or extend the term of this lease or make ineffective any notice given to Tenant prior to the payment of such money. After the service of notice or the commencement of a suit or after final judgment granting Landlord possession of the Premises, Landlord may receive and collect any sums of rent due or any other sums due under the terms of this lease, and the payment of such sums of money, whether as rent or otherwise, shall not make ineffective any notice or in any manner affect any pending suit or any judgment theretofore obtained. Tenant shall vacate the Premises on the expiration date of the term hereof or on such earlier date as the Lease may terminate without notice or demand and in the event Tenant fails to so vacate the Premises, it shall be liable for any and all damages and other amounts which Landlord incurs as a result of Tenant's failure to vacate the Premises.

NOTICE TO SURRENDER AND VACATE

Section 27. Tenant hereby agrees, at least 90 days prior to the expiration of the term hereof, to give written notice to Landlord of his intention to surrender possession and vacate the Premises during the final thirty-day period of this lease; and failing to do so, Tenant shall be liable for and agrees to pay, upon request, an amount equal to the monthly rental as liquidated damages, and Tenant agrees that said sum is reasonable and shall not be considered as a penalty.

STATEMENT OF PERFORMANCE

Section 28. Tenant agrees at any time and from time to time, upon not less than ten days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), and the date to which the rental, additional rental and other charges have been paid in advance, if any, and any other matter. Any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of all or any portion of Landlord's interest herein, or by a mortgagee or beneficiary or any deed of trust affecting all or any portion of the Building, or by any assignee of any such persons.

CLAIMS AGAINST LANDLORD

Section 29. Notwithstanding anything to the contrary contained herein, Landlord's liability under this Lease shall be limited to its interest in the Premises at the time when any such claims may arise.

LANDLORD DEFINED, ATTORNMENT

Section 30.

A. The term "Landlord" as used in this lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners of the Premises at the time in question. In the event of any transfer or transfers of the title to the Premises, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically

LESSEE

LESSOR

freed and relieved from and after the date of such transfer or conveyance of all personal liability for the performance of any covenants or obligations on the part of Landlord contained in this lease thereafter to be performed. Any funds in which Tenant has an interest in the hands of Landlord or the then grantor at the time of any such transfer shall be turned over to the grantee, and any amount then due and payable to Tenant by Landlord or the then grantor under any provisions of this lease shall be paid to Tenant.

B. Lessee hereby attorns to all successor owners of the Building.

NOTICE

Section 31. Any notice by Landlord to Tenant shall be deemed to be duly given, if in writing and either delivered to Tenant in person; to anyone at the Premises, or sent by registered or certified mail in a prepaid envelope addressed to Tenant at the Address of the Premises. Any notice by Tenant to Landlord shall be in writing and deemed to be duly given if mailed by registered or certified mail in a prepaid envelope addressed to Landlord or delivered in person to managing agent of Landlord at its office.

AMENDMENT OR MODIFICATION

Section 32. The within Lease constitutes the entire agreement of the parties hereto. No representations, premises, terms, conditions, obligations or warranties whatsoever referring to the subject matters hereof, other than those expressly set forth herein, shall be of any binding legal force or effect whatsoever. No modification, change, or alteration of this Lease shall be of any legal force or effect whatsoever unless in writing and signed by all parties hereto.

SEVERABILITY, GOVERNING LAW

Section 33. If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws effective during the term of this lease, then and in that event, it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby. It is also the intention of the parties to this lease that in lieu of each clause or provision of this lease that is illegal, invalid or unenforceable, there be added as a part of this lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable. This lease shall be governed under the law of Colorado.

CAPTIONS

Section 34. The caption of each Section is for convenience only and shall not be considered in the construction of this lease.

SUCCESSORS AND ASSIGNS

Section 35. All terms, conditions and covenants to be observed and performed by the parties hereto shall be applicable to and binding upon their respective heirs, administrators, executors, successors and assigns, subject to the provisions of Section 19.

NO RECORDING

Section 36. Tenant shall not record this lease. Any violation of this provision shall constitute a default under the terms of this lease.

LESSEE

LESSOR

PARKING

Section 37. Tenant and its officers, agents, employees, customers and invitees shall have the right to use only those parking facilities designated to them. Landlord shall have the right to relocate any Tenant parking provided for at Landlord's sole discretion, and Landlord may increase any parking rate at Landlord's option. Upon request by Landlord, Tenant shall provide license numbers of all autos using assigned or authorized parking as provided in this lease.

ESTOPPEL CERTIFICATES

Section 38. Lessee shall at any time and from time to time, upon not less than ten (10) days prior written notice from Lessor, execute, acknowledge and deliver to Lessor or to any other party specified by Lessor, a statement in writing that this lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this lease as so modified is in full force and effect), the existence and amount of any security deposits, and the dates to which rent and other charges are paid in advance, if any, and acknowledging that there are not to Lessee's knowledge, any uncured defaults on the part of the Lessor hereunder, or specifying such defaults, if any, are claimed.

Section 39. Time is of the essence hereof.

Section 40. This Lease is expressly conditioned upon execution and delivery hereof by Tenant to Landlord not later than September 25, 1982.

Authority of the named Agent to execute the foregoing Consent to Lease on behalf of the owner is hereby acknowledged and said Consent to Lease approved.

EXECUTED as of the date first set forth above.

LANDLORD:

[Signature]

INDEPENDENCE PLAZA, LTD.

By [Signature]

By _____

TENANT:

George R. Haysen

Patricia A. Haysen

By _____

PERSONAL GUARANTEE

The undersigned hereby personally guarantees the obligations of the Tenant as hereinabove set forth.

LESSEE

[Signature]

LESSOR

[Signature]

EXHIBIT 1

FLOOR PLAN/WORK LETTER FOR LEASE AGREEMENT
DATED SEPTEMBER 22, 1982, BETWEEN INDEPENDENCE PLAZA, LTD., #1,
(LANDLORD), AND GEORGE HARPER AND PATRICIA HARPER, (TENANT).

The following interior finish shall be provided by the landlord
at no additional expense:

1. Provide handicap access bathroom, wall hung sink, water closet, toilet paper holder and mirror. Provide existing restroom consisting of one wall hung sink, water closet, toilet paper holder, and mirror. Toilet seats shall be open front.
2. Install vinyl in kitchen area, carpet eating area.
3. Provide existing florescent inset lighting.
4. Install demising wall, separating Suite A101 and A103.
5. Providing existing heat and air conditioning units with duct work.

GH
PH

6. The use of oil, gas or flammable liquids for heating, lighting, or any other purpose is expressly prohibited. Explosives or other articles deemed hazardous shall not be brought into the building.

7. The Lessee shall not mark upon, paint signs upon, cut, drill into, drive nails or screws into, or in any way deface the walls, ceiling partitions, or floors of the demised premises or of the building without the landlord's prior approval. Defacement, damage or injury caused by the Lessee, its agents or employees, shall be paid for by the Lessee.

8. Lessee agrees to use chair pads to be furnished by Lessee, under all rolling and ordinary desk chairs in the carpeted areas throughout the term of this Lease.

9. Electric floor space heaters shall not be used.

10. Canvassing, soliciting and peddling in or about the building are prohibited.

11. Lessee shall carry out Lessee's repair, maintenance, alterations and improvements in the demised premises only during times agreed to in advance by Lessor and in a manner which will not interfere with the right of other tenants in the building.

12. The demised premises shall not be used or permitted to be used for residential, lodging or sleeping purposes or for the storage of personal effects or property not required for business purposes.

13. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by any Lessee on any part of the premises without the prior written consent of Lessor. Lessor shall provide Lessee with written guidelines regarding use of signs on the premises.

14. Parking adjacent to the buildings shall be left available for public use and Lessees shall endeavor to insure that such parking is not utilized by themselves and their employees.

Lessee's Initials

15. In these Rules and Regulations, "lessee" shall include the employer, agents, invitees and licensees of Lessee and other permitted by Lessee upon the demised premises of the building.

16. The Lessor reserves the right to make such other and further reasonable rules and regulations as in its judgement may from time to time be needful and desirable for the safety, security, care and cleanliness of the building and preservation of good order therein.

17. There shall be no overnight parking of recreational vehicles.

18. Construction or other noxious activities outside of leased premises shall not be allowed.

19. Outside storage shall not be allowed except in those areas designated by the landlord.

20. The washing of vehicles shall not be permitted outside the leased premises unless specifically authorized by landlord.

LESSEE'S INITIALS

YMA

(Signature)

EXHIBIT III

INTERIOR FINISH TO BE PAID BY TENANT FOR LEASE AGREEMENT
DATED SEPTEMBER 22, 1982, BETWEEN INDEPENDENCE PLAZA, LTD., #1,
(LANDLORD), AND GEORGE HARPER AND PATRICIA HARPER, (TENANT).

The following improvements will be made by the landlord and shall be paid for by the tenant. Payment shall be as follows: Tenant to pay one-half of the total costs of the improvements prior to occupancy, balance to be paid by the tenant over a period of two years, on a monthly basis. First monthly payment shall be due December 1, 1982. Subsequent payments will be due the first day of the month. The unpaid balance shall draw interest at 16% per annum. The balance may be prepaid at any-time prior to the due date, with no penalty.

Cost of providing the below described improvements will be billed to the tenant at actual cost with no markup by the landlord. Copies of invoices will be provided to the tenant with presentation of the billing.

1. Run 2" gas main to Suite A101.
2. Install gas lines to range and ovens. Range and ovens to be provided by the tenant.
3. Provide 75 gallon, gas fired hot water heater. Install and vent.
4. Provide and install hand washing sink.
5. Provide urinal in mens restroom.
6. Install and connect plumbing waste lines to dishwasher, sinks and urinal.
7. Provide and install vegetable sink.
8. Provide separate faucet with antisiphon valve, for mop bucket.
9. Provide waterlines for sinks and urinal.
10. Provide electrical service to and wire walk-in cooler (110VAC). Walk-in cooler to be provided and installed by tenant.
11. Provide 220 plug for dough mixer. Dough mixer to be provided by tenant.
12. Provide electrical service to and wire dishwasher (110VAC). Dishwasher to be provided by the tenant.
13. Furnish and install range hood with approved extinguisher system. Provide electrical service to and wire range hood fan.
14. Change out ceiling grids in kitchen area. Tenant to pay difference between standard acoustic panel and vinyl coated panels.
15. Provide and install vent flue above pizza ovens.
16. Attach gas lines to fixtures.

Cont.

17. Provide and install 3/4" water meter on water service line. Water to be read monthly and charged back at prevailing Ute Water rates.
18. All cabinets, counters and other fixtures to be provided by tenant.
19. Any modifications to tenant ^{furnished} ~~finished~~ equipment as required by City of Grand Junction or Mesa County, Colorado, building codes.
20. Required cutting of concrete floor and patching of concrete.



REVIEW SHEET SUMMARY

FILE NO. 75-82 TITLE HEADING Conditional Use DUE DATE 12/13/82

ACTIVITY - PETITIONER - LOCATION - PHASE - ACRES Petitioner: Gerald M. Greenberg. Location: 1048 Independence Avenue. A request for a conditional use for a hotel-restaurant liquor license on approximately .054 acre in a heavy commercial zone. Consideration of conditional use.

PETITIONER ADDRESS 1048 Independent Ave., Suite A101

ENGINEER _____

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
12/13/82	Planning Staff Comments	1) This request is in an existing portion of Independence Plaza. 2) Parking requirements for 86 would be 29 plus employee which they have provided. 3) Since this is only intended as a service bar (per impact statement) and no additional lounge or seating is requested, this department has no problem with the Conditional Use. 4) The petitioner needs to resolve any other issues with the review agencies and City re: the liquor license.
12/6/82	City Fire	The Grand Junction Fire Department has no objections to this conditional use, Hotel-Restaurant Liquor License.
12/15/82	<i>Trans. Eng.</i>	

1/17/83 GJPC MINUTES OF 1/4/83

MOTION: (COMMISSIONER DICK LITTLE) "MR. CHAIRMAN, ON ITEM #75-82, CONDITIONAL USE, HOTEL-RESTAURANT LIQUOR LICENSE FOR CASA DI ITALIA, I MOVE WE FORWARD THIS TO CITY COUNCIL WITH THE RECOMMENDATION OF APPROVAL."

COMMISSIONER SUSAN RINKER SECONDED THE MOTION.

CHAIRMAN TRANSMIEIER REPEATED THE MOTION, CALLED FOR A VOTE, AND THE MOTION CARRIED 5-1. (COMMISSIONER O'DWYER VOTING AGAINST).



Grand Junction Community Development Department
Planning • Zoning • Code Enforcement
250 North Fifth Street
Grand Junction, Colorado 81501-2668
(303) 244-1430 FAX (303) 244-1599

February 27, 1992

Don L. Balerio
2248 South Broadway
Grand Junction, Colorado 81503

Dear Mr. Balerio:

A Conditional Use permit for a Hotel-Restaurant liquor license was approved by Grand Junction City Council on January 5, 1983 for 1048 Independent Avenue, Suite A-101. The liquor license for this location expired last month, January 16, 1992 (It was issued to Casa di Italia). A Conditional Use permit allowing a liquor license is valid up to a year following the discontinuance of the use. Therefore the existing Conditional Use permit allows you to apply for your own liquor license at this location until January 16, 1993. After January 16, 1993 a new Conditional Use permit would be required. The current zoning for this property is Heavy Commercial (C-2). Establishments serving alcohol are appropriate in this zone with a Conditional Use permit under the existing Zoning and Development Code. If you have any questions please contact our office at 244-1430.

Respectfully,

Dave Thornton
Planner

cc: Neva Lockhart, City Clerk

File # 75-82

The City Council of the City of Grand Junction, Colorado, has appointed a Liquor and Beer Hearing Officer as its Local Licensing Authority for all liquor and beer applications. The Local Licensing Authority meets the first and third Wednesday of each month at 8:00 a.m. in the City/County Auditorium, 520 Rood Avenue.

The City Clerk assists the Local Licensing Authority by receiving all applications, requesting investigations by the various agencies, and scheduling public hearings.

✓ In the preparation of the application for a liquor or beer license, the applicant shall:

✓ Make application for City Sales Tax License, City Hall, 250 North 5th Street.

✓ Make application for State Sales Tax License, State Office Building, 6th and Ute.

✓ Make application for Federal Special (Occupational) Tax. (See forms attached.)

✓ 1. Prior to the filing of an application for hotel-restaurant, tavern, beer and wine, or 3.2% fermented malt beverage on-premise license, the applicant shall file an application with the City Planning Commission for Conditional Use.

✓ Filing Fee: \$420.00

The license (Hotel-Restaurant) at Suite A-101, 1048 Independent Avenue expired: January 16, 1999. (was formerly Casa di Italia)

Ask for Bennett Boeschstein, Community Development Director, in the Planning Office, City Hall Building, for the application. In the event that the Community Development Director waives the requirement for the Conditional Use Hearing and assures that the zoning is appropriate for this use, the applicant shall obtain in writing from the Community Development Director a letter stating this fact and the applicant shall file the letter with the application for the license with the City Clerk.

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