

caption # 74685. Filed for record this 10<sup>th</sup> day of Aug. 1983 at 2:55 P.M.  
by L. Brown. Recorded by Oleta Sebaut. Deputy

Book 120  
Page 584

ORDINANCE NO. 9  
(Series 1983)

AN ORDINANCE OF THE TOWN OF LAKE CITY, COLORADO, AUTHORIZING THE LEASE OF A PORTION OF BLUFF STREET ADJACENT TO LOTS 8, 9 AND 10, WEST LAKE ADDITION, TO CHARLES A. MENDENHALL.

WHEREAS, Charles A. Mendenhall is the owner of the property described as Lots 8, 9 and 10, WEST LAKE ADDITION, to the Town of Lake City, Hinsdale County, Colorado, and

WHEREAS, trailer spaces and associated improvements on said lots, encroach upon Bluff Street, and

WHEREAS, the Board of Trustees desires to grant a lease for the encroachment so that such property can be used and is marketable until such time as the encroachment is removed,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF LAKE CITY, COLORADO, that the Mayor and Clerk are hereby authorized to execute a 99 year lease to Charles A. Mendenhall for that portion of Bluff Street upon which existing trailer spaces and associated improvements primarily located upon Lots 8, 9, and 10, WEST LAKE ADDITION, encroach, described as follows:

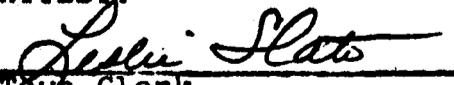
A 20 foot wide strip of land in Bluff Street more particularly described as beginning at the SE corner of Lot 8, WEST LAKE ADDITION; thence N 21°54' E along the westerly R.O.W. line of Bluff Street 430.0 feet to the NE corner of Lot 10, WEST LAKE ADDITION; thence S 68°06' E, 20 ft.; thence S 21°54' W, 430.0 feet; thence Northwesterly 20 feet, more or less, to the Point of Beginning; all according to the Official Plat of the WEST LAKE ADDITION to the Town of Lake City, Colorado, Hinsdale County, Colorado.

INTRODUCED, READ and ADOPTED by the Board of Trustees of the Town of Lake City, Colorado, this 3rd day of August 1983.

TOWN OF LAKE CITY, COLORADO

  
Mayor

ATTEST:

  
Town Clerk



LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between the TOWN OF LAKE CITY, COLORADO, a Municipal Corporation, hereinafter called "Lessor", and CHARLES A MENDENHALL, Lake City, Colorado, hereinafter called "Lessee".

WITNESSETH:

WHEREAS, Lessee is the owner of Lot 8, 9 and 10, WEST LAKE ADDITION, being a part of the Town of Lake City, Colorado, and

WHEREAS, Lessee owns a trailer park upon the above property which encroaches into Bluff Street, and

WHEREAS, in order to facilitate the marketability and use of the trailer park and said Lots 8, 9 and 10, it is necessary to lease a portion of Bluff Street on which the existing trailer spaces and associated improvements encroach, to the Lessee, and

WHEREAS, the Lessor is willing to execute the within Lease in consideration of the covenants contained herein,

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Lessor hereby leases to Lessee, his heirs, successors and assigns, real property situate in the Town of Lake City, County of Hinsdale, and State of Colorado, described as follows:

A 20 foot wide strip of land in Bluff Street more particularly described as beginning at the SE corner of Lot 8, WEST LAKE ADDITION; thence N 21°54' E along the westerly R.O.W. line of Bluff Street 430.0 feet to the NE corner of Lot 10, WEST LAKE ADDITION; thence S 68°06' E, 20 ft.; thence S 21°54' W, 430.0 feet; thence Northwesterly 20 feet, more or less, to the Point of Beginning; all according to the Official Plat of the WEST LAKE ADDITION to the Town of Lake City, Colorado, Hinsdale County, Colorado.

2. The term of this Lease shall be 99 years from August 1, 1983 until August 1, 2082, unless the existing trailer spaces are destroyed or otherwise removed from the demised premises, or unless the demised premises are not used for parking trailers for a period of 12 months, in which events this Lease shall terminate automatically and immediately upon such destruction or removal or failure to use Lessee shall be permitted to make repairs to said trailer spaces and related improvements including that portion of said spaces and improvements situated on the demised premises. Lessee shall not construct any additional improvements upon the demised premises, nor replace the trailer spaces upon the demised premises if destroyed or removed for any reason from the demised premises. This Lease may be terminated by the mutual consent of the parties.

Book 120  
Page 586

3. The within Agreement shall be deemed to run with the land and shall be automatically assigned to subsequent owners of said Lots 8, 9, and 10, WEST LAKE ADDITION. Lessee and his heirs, successors and assigns agree, however, not to assign the within Lease Agreement to any person or entity other than the owner of said Lot 8, 9 and 10, WEST LAKE ADDITION.
4. Lessee agrees to hold harmless and make no claim against Lessor, its agents or employees for any damages which may be caused by negligent or non-negligent acts of Lessor, its agents or employees, to Lessee's property or improvements located upon the demised premises. This provision shall not apply with respect to damages caused by the malicious, wanton or reckless acts of Lessor, its agents or employees. Lessee agrees to hold harmless, defend and indemnify Lessor, its officers and employees on account of any damages claimed or adjudged arising out of this Lease or the use and maintenance of the demised premises by Lessee.
5. Lessee shall pay to the Lessor all costs incurred in preparing and approving this Lease and authorizing Ordinance.
6. In consideration for this Lease, Lessee shall pay Lessor the amount of \$ 100.00 each year, due in advance on August 3rd for the first ten (10) years of the Lease. Every ten (10) years the Lessor shall review the amount of the annual rental for the following ten (10) years and may adjust the amount of said rental as Lessor deems appropriate in its sole discretion.
7. This Lease is subject to Lessor's reservation of the right to utilize or allow the utilization of the demised premises for the installation and maintenance of District, City or Public utility facilities.

TOWN OF LAKE CITY, COLORADO  
*Robert E. Hall*  
Mayor

ATTEST:  
*Lisette Slato*  
Town Clerk

LESSEE  
*Charles A. Mendenhall*  
Charles A. Mendenhall



