

ORDINANCE NO. 4
(Series 1984)

AN ORDINANCE OF THE TOWN OF LAKE CITY, COLORADO, AUTHORIZING THE LEASE OF A PORTION OF WATER STREET ADJACENT TO LOTS 1-5 INCLUSIVE, BLOCK 36, TOWN OF LAKE CITY, TO EARLE AND DEBBIE O'HAGAN.

WHEREAS, Earle and Debbie O'Hagan are the owners of the property described as Lots 1-5 Inclusive, Block 36, Town of Lake City, being a part of the Town of Lake City, Hinsdale County, Colorado, and

WHEREAS, house and associated improvements on said lots, encroach upon Water Street, and

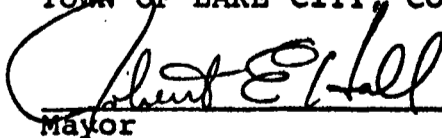
WHEREAS, the Board of Trustees desires to grant a lease for the encroachment so that such property can be used and is marketable until such time as the encroachment is removed,

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 and directed to execute a lease with Earle and Debbie O'Hagan for 99 years or until the encroachment is removed, for that portion of Water Street upon which existing house and associated improvements, primarily located upon Lots 1-5 Inclusive, Block 36, Town of Lake City, encroach, described as follows:

That part of the westerly 8 feet of Water Street abutting Lot 4 and the southerly 5 feet of Lot 3, Block 36, Town of Lake City, Colorado.

INTRODUCED, READ and ADOPTED by the Board of Trustees of the Town of Lake City, Colorado, this 7th day of November, 1984.

TOWN OF LAKE CITY, COLORADO



Mayor

ATTEST:



Town Clerk

*caption # 77077- Filed for record this 7th day of Feb. 1985 at 3:15 P.M.
Sara L. Brown, Hinsdale Co. Recorded by Delta Bebout, Deputy*

*Book 123
Page 805*

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 FARLE AND DEBBIE O'HAGAN, Lake City, Colorado, hereinafter, called "Lessee".

WITNESSETH:

WHEREAS, Lessee is the owner of Lots 1-5 Inclusive, Block 36, Town of Lake City, being a part of the Town of Lake City, Colorado and,

WHEREAS, Lessee owns a house upon the above property which encroaches into Water Street, and

WHEREAS, in order to utilize the existing facilities it is necessary to lease a portion of Water Street on which the existing house encroaches, 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:

That part of the westerly 8 feet of Water Street abutting Lot 4 and the southerly 5 feet of Lot 3, Block 36 Town of Lake City, Colorado.

2. The term of the Lease shall be 99 years from September 1, 1984 until September 1, 2083, unless the existing house is destroyed or otherwise removed from the demised premises, or unless the demised premises is not used for a residence for a period of 1 (one) year 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 house and related improvements situated on the demised premises. Lessee shall not construct any additional improvements upon the demised premises, nor replace the house 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.
3. The within Agreement shall be deemed to run with the land and shall be automatically assigned to subsequent owners of said Lots 1-5 Inclusive, Block 36, Town of Lake City. 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 Lots 1-5 Inclusive, Block 36.

STATE OF COLORADO)
) ss.
COUNTY OF HINSDALE)

Acknowledged before me this 7th day of November,
1984, by Paul E. Hall and Tina P. Rehfeld, as
Mayor and Town Clerk, respectively, of the Town of Lake City,
Colorado,
Witness my hand and official seal.

My Commission expires: by Commission Expires 12/31/87

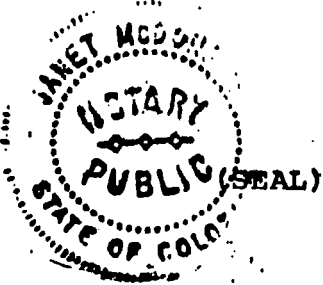


Janet McDonald
Notary Public
3rd & Silver, Lake City, CO
Address

STATE OF COLORADO)
) ss.
COUNTY OF HINSDALE)

Acknowledged before me this 6th day of February,
1985, by Earle and Debbie O'Hagan.
Witness my hand and official seal.

My Commission expires: by Commission Expires 12/31/87

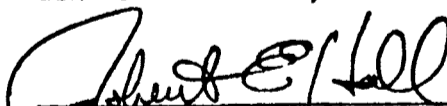


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Town of Lake City.

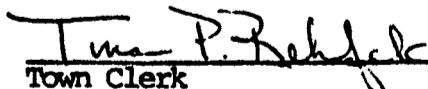
4. Lessee agrees to hold harmless and make no claim against lessor, its agents or employees for any damages which may be caused by negligent or non-negligent act of Lessor, its agents or employees, to Lessee's property or improvements located upon the demised premises. This provision shall not apply 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 on account of any damages claimed or adjudged against Lessee 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 \$10.00 (ten and 00/100 dollars) each year, due in advance on November 1st 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.

IN WITNESS WHEREOF, the parties herto have executed this Lease Agreement this 7th day of November, 1984
TOWN OF LAKE CITY, COLORADO.



Mayor

ATTEST:



Town Clerk

LESSEE:



Earle and Debbie O'Hagan

