

ORDINANCE NO. 1
Series 1999

**AN ORDINANCE OF THE TOWN OF LAKE CITY,
COLORADO, AUTHORIZING A THIRTY-FIVE YEAR
LEASE OF PART OF THE ALLEYWAY FOR BLOCK
54 OF THE TOWN OF LAKE CITY.**

WHEREAS, William R. Aiken presently owns title to Lots 27-31, Block 54, Town of Lake City, Colorado, which lots adjoin the alleyway in said Block 54; and

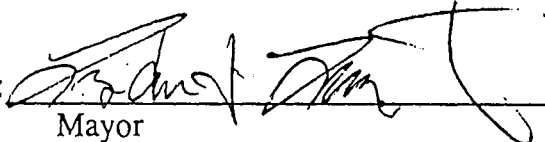
WHEREAS, a 20.2' x 22.6' frame garage and attached covered carport owned by Mr. Aiken are partially located upon the aforementioned Lots 30 and 31, and partially encroach upon approximately 2.5 feet of said alleyway; and

WHEREAS, the Lake City Board of Trustees has determined that the area encroached upon is not presently used by Town residents and is unlikely to be needed for public use in the foreseeable future;

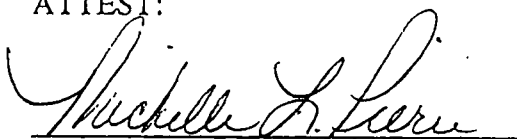
NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Town of Lake City, Colorado that the Mayor and Town Clerk are hereby authorized to execute in favor of William R. Aiken a lease of the segment of said alleyway on which the encroachment exists and which is more particularly depicted on the attached copy of the improvement location certificate of professional land surveyor Roy A. Olson, dated December 18, 1998. Said lease shall be for a period not to exceed thirty-five (35) years and shall be substantially in the form attached hereto.

INTRODUCED, READ AND ADOPTED by the Board of Trustees of the Town of Lake City, Colorado, this 20th day of January, 1999.

TOWN OF LAKE CITY, COLORADO

By: 
Mayor

ATTEST:


Town Clerk

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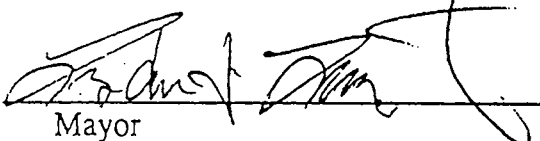
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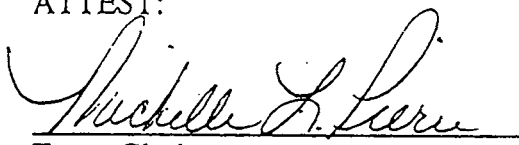
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TOWN OF LAKE CITY, COLORADO

By: 
Mayor

ATTEST:


Town Clerk

LEASE AGREEMENT

This Lease Agreement made and entered into this ____ day of _____, 1999, by and between the Town of Lake City, Colorado of P.O. Box 544, Lake City, Colorado 81235, (hereinafter referred to as "Lessor") and William R. Aiken, of P.O. Box 596, Lake City, Colorado 81235 (hereinafter referred to as "Lessee") is to witness:

WHEREAS, Lessee is the owner of Lots 27 through 31, Block 54, Town of Lake City, Hinsdale County, Colorado (also known as 328 Gunnison Avenue, Lake City, Colorado) on which certain improvements are located, including a framed garage, covered carport and fence; and

WHEREAS, the aforementioned garage, carport and fence encroach upon the dedicated alleyway running through said Block 54 and thereby technically violate building limitations allowed by the Town of Lake City's zoning code; and

WHEREAS, the parties have agreed to a lease arrangement by which the subject frame garage and carport can effectively remain in place for a specified period of time;

NOW THEREFORE it is mutually agreed as follows:

1. Lessor hereby leases to Lessee, his successors and assigns, that portion of the alleyway in Block 54 of the Town of Lake City, Colorado upon which the aforementioned frame garage and carport currently encroach (as such encroachment is generally depicted by the attached improvement location certificate dated December 18, 1998 prepared by professional land surveyor Roy A. Olson, Registration No. 30113) subject, however, to all easements, rights of way, and reservations that have been previously recorded or that currently exist for operation, repair and maintenance of public utility lines.
2. The term of the foregoing lease shall be 35 years, commencing on January 1, 1999 and ending at midnight on December 31, 2034; provided, however, that the leased premises and encroaching improvements be continuously used and occupied by Lessee, his successors and assigns, for residential purposes only. In the event that such residential use and/or occupancy of the leased premises is discontinued for a period of twelve successive months or more, Lessor, at its sole option, may terminate this lease, in which event, Lessee or his successors shall be liable, at their own expense, for the immediate removal of the subject encroachments and for compliance with then existing setback requirements of the Town of Lake City's zoning ordinances. Likewise, at the conclusion of the full lease term, Lessor shall thereafter have the continuing right to require Lessee, or his successors, to remove, at their own expense, all encroachments and to comply with then existing setback requirements of the Town's zoning code regarding the frame garage and covered carport.
3. All rights, privileges, terms and conditions of this agreement shall be deemed to run with title to Lessee's above described five lots and shall be deemed to have been automatically assigned to and assumed by all subsequent owners of such land. Lessee and his successors and assigns agree, however, not to assign within Lease Agreement to any person or entity other than the owner of the aforementioned five lots.
4. Lessee agrees to hold harmless and to make no claim against Lessor, its agents or employees, for any loss or damage which may be caused by acts or omissions of Lessor, its agents or employees, to Lessee's property or improvements located upon the leased real property, unless such actions or omissions are the result of willful, malicious, wanton or reckless misconduct.
5. Lessee agrees to hold harmless and to defend and indemnify Lessor against any claim made or adjudged against Lessor arising from or out of this lease and/or the use of the leased premises by Lessee.
6. For and in consideration of this lease, Lessee agrees to pay the total consideration of Ten (\$10.00) Dollars, receipt and sufficiency of which is hereby acknowledged by Lessor.


7. Nothing in this lease shall be construed to relieve Lessee from subsequent strict compliance with building codes or other laws or ordinances of the Town of Lake City, Colorado presently in effect or hereafter adopted. Lessee may maintain and repair the encroaching improvements but shall do nothing that will increase the scope or degree of the existing encroachments on the alleyway through said Block 54.

8. Lessor concurrently grants to Lessee a separate permit to maintain the existing fence that encroaches upon the alleyway in Block 54 as shown on the attached improvement location certificate; provided, however that such permit shall be revocable at any time upon reasonable prior written notice by Lessor. Upon such revocation by Lessor, Lessee, or his successors, shall remove the encroaching fence at their own expense.

9. This agreement shall be binding upon the parties hereto and the successors and lawful assigns of each of them.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

TOWN OF LAKE CITY, COLORADO,
Lessor

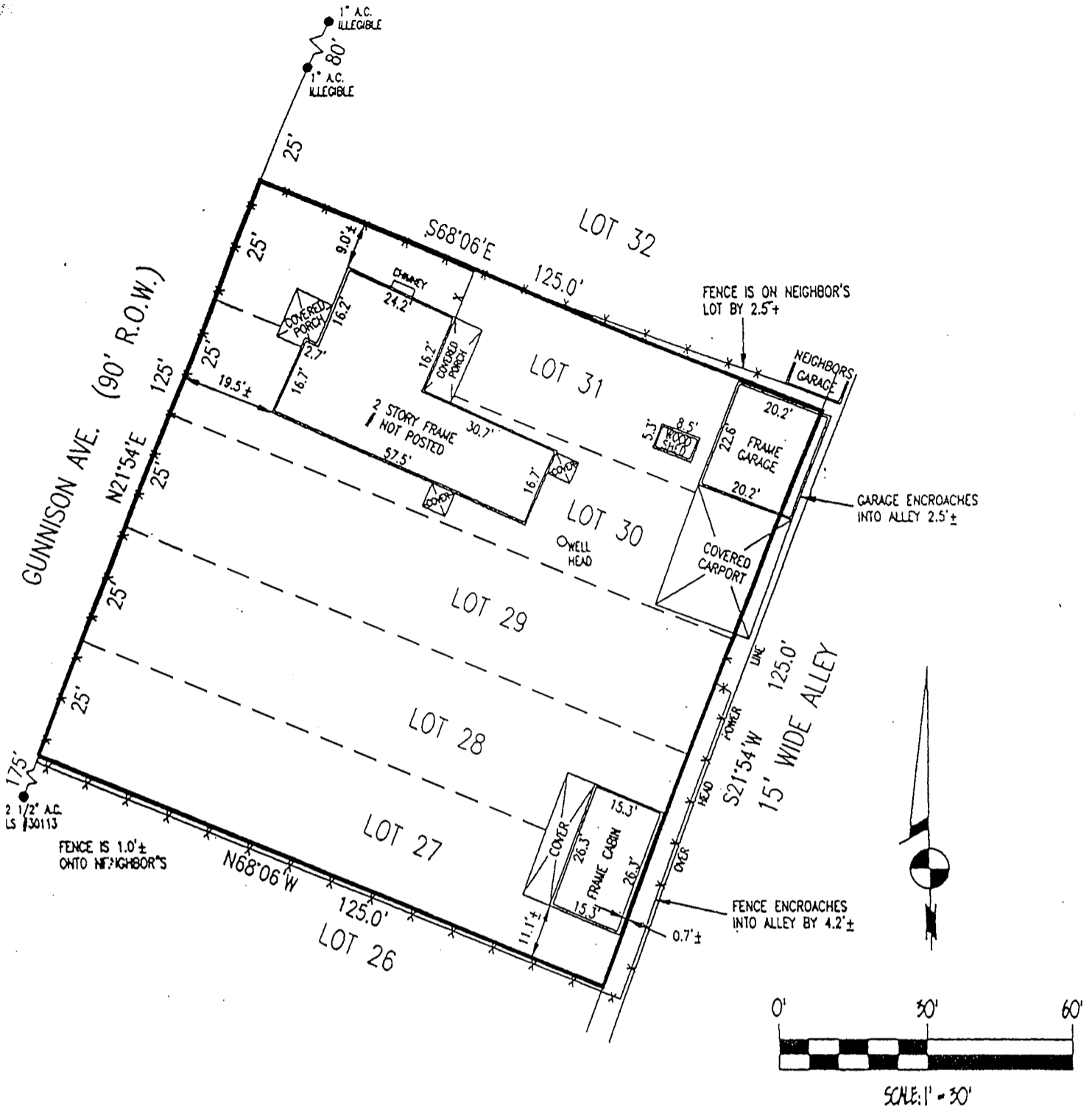
By 
Mayor

William R. Aiken, Lessee

ATTEST:


Town Clerk

IMPROVEMENT LOCATION CERTIFICATE



PROPERTY ADDRESS: 330 GUNNISON AVE.; LAKE CITY, COLORADO
 BORROWERS NAME: SKINNER, GLENDA
 LEGAL DESCRIPTION: LOTS 27 - 31, BLOCK 54, TOWN OF LAKE CITY
HINSDALE COUNTY, COLORADO

IMPROVEMENT LOCATION CERTIFICATE CERTIFICATION HINSDALE COUNTY TITLE CO.

I hereby certify that this improvement location certificate was prepared for & HALL REALTY that it is not a land survey plat and that it is not to be relied upon for the establishment of fence, building, or other future improvement lines. I further certify that the improvements on the above described parcel on this date 12/17/98, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.

FLOOD LOCATION CERTIFICATION

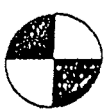
It is hereby certified that the above described property is not located within a flood hazard boundary according to:

- Department of Housing & Urban Development, Federal Insurance Administration's Flood Hazard Boundary Map;
- Federal Emergency Management Agency's Flood Insurance Rate Map (National Flood Insurance Program).
 Panel Number _____ of _____ Community—Panel Number _____ Dated: _____
- Not Requested

By: Alan Olson
 Date: 12/18/98

NOTE: ALL PROPERTY DIMENSIONS AND DIMENSIONS WERE OBTAINED FROM THE OFFICIAL RECORDED PLAT "TOWN OF LAKE CITY" AS RECORDED AT THE HINSDALE COUNTY CLERK AND RECORDER'S OFFICE.



PREPARED FOR: HALL REALTY P.O. BOX 280 LAKE CITY, COLORADO 81235		REVISIONS
 POWERS ELEVATION CO., INC. SURVEYING - OIL FIELD CIVIL ENGINEERING P.O. BOX 440889 AURORA, COLORADO 80044		
DRAWN BY: DAN	DATE: 12/18/98	