

RESOLUTION NO. 19-93

AUTHORIZING A FIVE YEAR LEASE OF LOT 7 OF FORESIGHT  
VILLAGE, A REPLAT OF DEWEY SUBDIVISION,  
FOR RECREATIONAL PURPOSES

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
GRAND JUNCTION, COLORADO:

1. That the city Manager is hereby authorized and directed to  
execute a Lease Agreement dated April 1, 1993, for the lease of the  
above described property from Richard F. Dewey and Jacquelyn G. Dewey.

2. As provided in said Lease Agreement, the essential terms are  
as follows:

- (a) The term of the lease shall be for a period of five  
years, beginning on April 1, 1993 and terminating on  
April 1, 1998;
- (b) It is the express intent of the parties that the  
Property, so long as it is used by the City, be exempt  
from ad valorem taxation pursuant to C.R.S. 31-15-802;
- (c) The City shall maintain the Property in accordance  
with the terms of said Lease Agreement and shall  
indemnify the Lessors and hold them harmless as more  
fully set forth in the said Lease Agreement;
- (d) Either party may terminate the lease by giving 90 days  
advance written notice.

PASSED and ADOPTED this 17th day of March, 1993.

/s/ Reford C. Theobald  
President of the Council

Attest:

/s/ Sandra Glaze  
Acting City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of the 1st day of April, 1993, by and between RICHARD F. DEWEY and JACQUELYN G. DEWEY, hereinafter referred to as the "Deweys", whose mailing address is 2236 Tiffany Court, Grand Junction, Colorado 81503, and THE CITY OF GRAND JUNCTION, a Colorado home rule municipality, hereinafter referred to as the "City", whose address is 250 North 5th Street, Grand Junction, Colorado 81501.

W I T N E S S E T H :

WHEREAS, the Deweys are the owners of Lot 7 of Foresight Village, A Replat of Dewey Subdivision Filing No. One Except Lot 8 of Block One as recorded in Plat Book 12 at Page 405 in the office of the Mesa County Clerk and Recorder, hereinafter referred to as the "Property"; and

WHEREAS, the Property has been previously used and is presently used by the City for recreational purposes; and

WHEREAS, the parties hereto desire to enter into this Lease Agreement with respect to the Property.

NOW, THEREFORE, in consideration of the premises, the Deweys hereby lease to the City said Lot 7 of Foresight Village Subdivision, A Replat of Dewey Subdivision Filing No. One Except Lot 8 of Block One, for a five year term beginning on April 1, 1993 and ending on April 1, 1998.

1. As consideration for this Lease, the City agrees to maintain the Property so that the Property does not become unsightly and is otherwise unsuitable for recreational purposes, including, but not limited to, the improvements presently located on the Property, including the parking area associated with the existing recreational area. Such maintenance shall include, but not be limited to, proper irrigation and mowing of the grassed area, control of weeds and litter. The City shall also be responsible for any and all utilities used to service the Property.

2. The City further agrees to indemnify and hold the Deweys harmless from any and all loss, damages or claims of liability arising from or in connection with the use of the Property, including attorney's fees and court costs relating thereto.

3. Notwithstanding anything contained herein to the contrary, either party may terminate this Lease at any time upon 90 days advance written notice furnished to the other party.

4. The Property, so long as it is leased by the City, shall be exempt from ad valorem taxation pursuant to C.R.S. 31-15-802.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the date first above written.

\_\_\_\_\_  
Richard F. Dewey

\_\_\_\_\_  
Jacquelyn G. Dewey

Attest:

City of Grand Junction, Colorado

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mark K. Achen, City Manager