

RESOLUTION NO. 18-01

**AMENDING THE LEASE OF CITY PROPERTY
TO THE WESTERN COLORADO BOTANICAL SOCIETY**

WHEREAS, by that certain Agreement dated the 24th day of June, 1994, the City of Grand Junction has leased certain real property to The Western Colorado Botanical Society for the purposes more specifically set forth in the above stated Agreement; and

WHEREAS, in accordance with Recital D of the above stated Agreement, the City and the Botanical Society may, from time to time, amend the legal description of the real property leased by the City to the Botanical Society; and

WHEREAS, the following described real property owned by the City is not presently leased to the Botanical Society:

Commencing at the Northeast Corner of Lot 2 of Section 23, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said point also known as the Northeast Corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 23; thence S 00°00'33" E along the East line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 364.11 feet to the True Point of Beginning; thence leaving the East line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$, N 89°43'02" W a distance of 257.06 feet; thence S 00°23'00" W a distance of 2.60 feet; thence N 89°37'00" W a distance of 165.30 feet; thence N 03°37'00" W a distance of 45.00 feet; thence N 89°37'00" W a distance of 243.70 feet; thence S 03°44'12" E a distance of 160.69 feet; thence N 77°09'02" E a distance of 102.58 feet; thence S 00°00'00" E a distance of 57.0 feet; thence S 89°37'00" E a distance of 558.99 feet; thence N 00°12'33" W a distance of 151.96 feet to the Point of Beginning, containing 2.43 acres, more or less; and

WHEREAS, the said Botanical Society is desirous of leasing the above described property for the same purposes and under the same terms, covenants, conditions, restrictions, duties and obligations as set forth in the above stated Agreement dated the 24th day of June, 1994.

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

That the City Manager, on behalf of the City and as the act of the City, is hereby authorized to execute the attached Amendment to Agreement with The Western Colorado Botanical Society, adding the above described real property to "the Property" as that term is used in said Agreement, subject to each and every term, covenant, condition, restriction, duty and obligation as set forth in said Agreement, and also subject to the additional terms, covenants, conditions, restrictions and requirements set forth in the attached Amendment to Agreement.

PASSED and ADOPTED this 21st day of February, 2001.

Attest:

/s/ Stephanie Nye
City Clerk

/s/ Gene Kinsey
President of the City Council

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made as of the 21st day of February, 2001, by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and The Western Colorado Botanical Society, a Colorado nonprofit corporation, hereinafter referred to as "the Society".

Recitals

A. By that certain Agreement dated the 24th day of June, 1994, between the City and the Society (the "Original Agreement"), the City leases to the Society, and the Society leases from the City, certain real property in the City of Grand Junction, County of Mesa State of Colorado, for the purposes more specifically set forth in the Original Agreement.

B. In accordance with Recital D of the Original Agreement, the City and the Society may, from time to time, amend the legal description of the real property leased by the City to the Society.

C. The Society is desirous of leasing that certain additional real property owned by the City as described in **Exhibit "A"** attached hereto and incorporated herein by reference, hereinafter referred to as "the Additional Property", for the same purposes and under the same terms, covenants, conditions, restrictions, duties and obligations as set forth in the Original Agreement and as additionally set forth in this Amendment to Agreement.

NOW, THEREFORE, in consideration of the recitals above and the terms, covenants, conditions, restrictions contained herein, the parties agree as follows:

1. Grant of Lease. The City hereby leases the Additional Property to the Society, and the Society hereby accepts and leases the Additional Property from the City, for the same purposes and under the same terms, covenants, conditions, restrictions, duties and obligations as set forth in the Original Agreement, and under the additional terms, covenants, conditions, restrictions and requirements as hereinafter set forth.
2. Term. The term of the lease of the Additional Property shall commence on February 21, 2001, and continue pursuant to the Term set forth in Section 1 of the Original Agreement.
3. Rental. For the purpose of computing rent, the Additional Property shall consolidate with the Property described in the Original Agreement and merge into Section 2 (Rental) of the Original Agreement.
4. Additional Duties, Obligations and Responsibilities. In addition to the duties, obligations and responsibilities of the Society as set forth in the Original Agreement, the Society agrees that Society shall be obligated to and responsible for, at the Society's sole cost and expense, pursuing and completing either the restoration or demolition and removal of two (2) unoccupied residential structures located upon the Additional Property. Society agrees that the restoration and/or demolition and removal of said structures shall be completed on or before December 21, 2001. The Society further agrees that, pending complete restoration and/or demolition and removal of said structures, it shall be solely responsible for securing said structures and at all times maintaining said structures in a manner that will prevent access and/or trespass into the structures by unauthorized persons, and in a manner that will at all times protect the health, safety and welfare of the general public.

5. Agreements Merge. This Amendment to Agreement shall be merged into and become a part of that certain Agreement between the parties hereto dated the 24th day of June, 1994. All other terms and conditions of the Original Agreement shall remain unmodified and in full force and effect.

6. Inurement/Binding Upon Parties. Each and every covenant, agreement, provision and condition of this Agreement shall inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

Dated the day and year first above written.

Attest:

For the City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

Attest:

For the Western Colorado Botanical Society,
a Colorado nonprofit corporation

Secretary

President

Exhibit "A"
Description of the Additional Property

Commencing at the Northeast Corner of Lot 2 of Section 23, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said point also known as the Northeast Corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 23; thence S 00 $\square\square$ '33" E along the East line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 364.11 feet to the True Point of Beginning; thence leaving the East line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$, N 89 $^{\circ}$ 43'02" W a distance of 257.06 feet; thence S 00 $^{\circ}$ 23'00" W a distance of 2.60 feet; thence N 89 $^{\circ}$ 37'00" W a distance of 165.30 feet; thence N 03 $^{\circ}$ 37'00" W a distance of 45.00 feet; thence N 89 $^{\circ}$ 37'00" W a distance of 243.70 feet; thence S 03 $^{\circ}$ 44'12" E a distance of 160.69 feet; thence N 77 $^{\circ}$ 09'02" E a distance of 102.58 feet; thence S 00 $^{\circ}$ 00'00" E a distance of 57.0 feet; thence S 89 $^{\circ}$ 37'00" E a distance of 558.99 feet; thence N 00 $^{\circ}$ 12'33" W a distance of 151.96 feet to the Point of Beginning, containing 2.43 acres, more or less.

**APPROXIMATE BOUNDARIES OF
CITY PROPERTY LEASED TO
THE BOTANICAL SOCIETY**

Approximate boundary of leased premises based on legal description contained in Agreement dated June 24, 1994, and authorized by City Resolution No. 53-94, passed and adopted by the City Council on July 15, 1994.

Approximate boundary of Amendment to Agreement dated February 21, 2001, and authorized by City Resolution No. 18-01, passed and adopted by the City Council on February 21, 2001.