

RESOLUTION NO. 28-92

AUTHORIZING A ONE YEAR DRY GRAZING LEASE
OF CITY PROPERTY TO SALLY SMITH

WHEREAS, the City of Grand Junction is owner of the following described real property situated in Township 2 South, Range 1 East of the Ute Meridian, Mesa County, Colorado, to wit:

Section 23: The SE1/4 of the NE1/4, AND Commencing at a point 90 feet South of the Northwest corner of the NE 1/4 of the SE1/4, thence North to the Northwest corner of the NE1/4 of the SE1/4, thence East 1320 feet to the Northeast corner of said NE1/4 SE1/4, thence South 630 feet to a point on the East line of said NE1/4 SE1/4, thence Northwesterly in a straight line to the Point of Beginning.

Section 24: The SE1/4 of the NW1/4, the NE1/4 of the SW1/4, and the NW1/4 of the SE1/4; and;

WHEREAS, Sally Smith, whose address is 1000 Desert Road, Whitewater, is desirous of securing from the City a dry grazing lease for the above described real property for a term of one year and for a total rental fee in the amount of \$276.00.

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

That the City Manager be authorized, on behalf of the City and as the act of the City, to execute the attached Ground Lease agreement with Sally Smith for the lease of said real property for a term of one year, commencing on the 1st day May, 1992, and terminating on the 30th day of April, 1993, and for a total rental fee of \$276.00; subject to the several terms and conditions of the attached Ground Lease.

PASSED and ADOPTED this 18th day of March, 1992.

Attest:

Neva B. Lockhart, CMC
City Clerk

C. W. S. L. D.
President of City Council

GROUND LEASE

THIS GROUND LEASE is entered into as of the 1st day of May, 1992, between The City of Grand Junction, a municipal corporation, hereinafter referred to as "City", and Sally Smith, hereinafter referred to as "Lessee", whose address for the purpose of this Lease is 1000 Desert Road, Whitewater, Colorado 81527.

A. City is the owner of the following described real property situated in Township 2 South, Range 1 East of the Ute Meridian, Mesa County, Colorado, to wit:

Section 23: The SE1/4 of the NE1/4, AND Commencing at a point 90 feet South of the Northwest corner of the NE 1/4 of the SE1/4, thence North to the Northwest corner of the NE1/4 of the SE1/4, thence East 1320 feet to the Northeast corner of said NE1/4 SE1/4, thence South 630 feet to a point on the East line of said NE1/4 SE1/4, thence Northwesterly in a straight line to the Point of Beginning;

Section 24: The SE1/4 of the NW1/4, the NE1/4 of the SW1/4, and the NW1/4 of the SE1/4,

in all containing approximately 191 acres and hereinafter referred to as the "Property".

B. Lessee desires to lease the Property for dry grazing purposes.

C. The City has agreed to lease the Property to Lessee under the terms and conditions of this Lease.

NOW, THEREFORE, In consideration of the payment of rent and the performance of the promises set forth below, City does hereby lease to Lessee the above described Property.

1. The term of this Lease shall commence at on the 1st day of May, 1992, and terminate on the 30th day of April, 1993.

2. Lessee agrees to pay City as rental for the Property the total amount of \$276.00, due and payable on or before May 1, 1992. In the event payment of the rent is not received on or before said due date, this Lease shall automatically terminate and the City may immediately retake possession of the Property.

3. The City specifically reserves and retains from this Lease any and all water and water rights owned by the City which may have been previously used on or connected with the Property.

4. Lessee agrees to timely pay any and all taxes levied against the Property and attributable to the occupancy by Lessee of the Property during the term of this Lease. If Lessee fails to timely pay any and all amounts required pursuant to this Lease, the City may pay such amounts and, in such event, the amount(s) paid by the City plus interest thereon at a rate of 18% per annum shall be payable to the City by Lessee.

5. Lessee agrees to:

a. Maintain the Property, including but not limited to all fences, gates and all other improvements on the Property, in the same or better condition as they were at the commencement of this Lease, all at Lessee's expense, and at the expiration of this Lease, surrender the Property and improvements thereon to City, in as good a condition as when Lessee entered the Property, reasonable use and wear excepted.

b. Keep the Property free from all litter, junk, debris and obstructions.

c. Waive and forego any claim, cause of action or demand Lessee may have against the City, its officers, agents and employees for injury to or destruction of any property of Lessee that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, of Lessee or any third person; and to indemnify the City, its officers, agents and employees and to hold the City, its officers, agents and employees harmless from any and all claims, damages, actions, costs and expenses of every kind in any manner arising out of, or resulting from Lessee's use of the Property.

d. Use the Property for dry grazing purposes only and in a manner that will not over-graze, cause deterioration of or destruction to the Property; and limit the amount of livestock grazed on the Property to 12 animal units per month, not to exceed one animal unit per month for every 15 acres.

6. Lessee has inspected the Property and accepts the same in its present condition. Lessee agrees that the condition of the Property is sufficient for the purposes of the Lessee. The City makes no warranties nor promises that the Property is sufficient for the purposes of the Lessee.

7. During the term of this Lease, Lessee shall have the exclusive right-of-way for ingress and egress to and from the Property, provided that the City, its officers, agents and employees retain the right to be on the Property during emergencies and may inspect the Property at anytime.

8. In the event the leased premises shall be taken by right of eminent domain, then this Lease, at the option of either party, shall forthwith cease and terminate. Lessee agrees to waive Lessee's claim to any compensation received by the City as a result of eminent domain proceedings.

9. Upon termination of this Lease, Lessee agrees to surrender and deliver up the premises and all keys peaceably to the City immediately upon termination.

10. If Lessee is in default in the performance of any term or condition of this Lease, the City may, at its option, terminate this Lease upon 30 days written notice. If Lessee fails within any such 30 day period to remedy any default specified in the City's notice, this Lease shall terminate. All notices sent pursuant to this agreement shall be delivered by United States certified mail, return receipt requested, and shall be considered served upon Lessee of the date of mailing indicated on the postal receipt. All notices shall be sent to Lessee at 1000 Desert Road, Whitewater, Colorado 81527. All notices to the City shall be sent to the City Property Agent, 250 North 5th Street, Grand Junction, Colorado 81501.

11. Lessee shall not sublet, assign or transfer any of Lessee's interests in this Lease, or enter into any contract or agreement affecting Lessee's interest in this Lease, without obtaining prior written approval of the City. Further, Lessee shall install no structural improvements without the prior written consent of the City, which consent shall not be unreasonably withheld.

12. This Lease shall automatically terminate in the event Lessee becomes insolvent, is subject to a bankruptcy filing whether or not voluntary or involuntary, is subject to an assignment for the benefit of creditors, or if a receiver is appointed. In such event, the City may immediately retake possession.

13. Should Lessee fail, for whatever reason, to vacate the premises at the end or when this lease is terminated, Lessee agrees to pay to the City \$15.00 per day for each and every day thereafter. The parties agree that it would be difficult to establish the actual damages to the City in such event and that said \$15.00 is an appropriate liquidated damages amount.

14. In the event City engages an attorney to enforce the City's rights hereunder, Lessee agrees to pay for the value or cost of such attorney fees, plus costs including the costs of any experts.

15. The provisions of this Lease are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

THE CITY OF GRAND JUNCTION,
COLORADO

ATTEST:

BY: 
City Manager


City Clerk

LESSEE:


Sally Smith