

ORDINANCE NO. 456

AN ORDINANCE AUTHORIZING THE ENTRANCE INTO A LEASE-HOLD AGREEMENT AND OPTION TO PURCHASE OF CERTAIN LANDS IN THE CITY OF GOLDEN, COLORADO:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COUNTY OF JEFFERSON AND STATE OF COLORADO:

Section 1. That the City of Golden enter into a leasehold agreement with option to purchase with the George W. Parfet Estate, Inc., Golden, Colorado, involving the following described property:

A parcel of land located in the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 28, Township 3 South, Range 70 West, more particularly described as follows: Beginning at the Northwesterly corner of Block 31, on the North Side of Clear Creek, Golden City, Col. Terr., thence Southwesterly along the Southerly line of 10th Street 432 feet to a point; thence Southeasterly perpendicular to the Southerly line of 10th Street 300 feet to a point; thence Northeasterly parallel to the southerly line of 10th street 432 feet to a point; thence Northwesterly 300 feet to the point of beginning.

Section 2. That the City of Golden, Colorado, a municipal corporation, shall hereinafter be referred to as "lessee," and the George W. Parfet Estate, Inc., shall hereinafter be referred to as "lessor."

Section 3. The lessor hereby leases to the lessee, for the purpose of governmental or proprietary uses the above described property. The term shall be for six years, commencing on the 1st day of February, 1960, and ending on the 31st day of January, 1966, at the total rent of \$22,235.00 lawful money of the United States of America, \$2,000.00 of which is hereby receipted for, which the lessee agrees to pay the lessor, in the form of a deposit to the account of the lessor at the First National Bank in Golden, Colorado, at times and in installments as follows:

February 1, 1961	... \$4,000.00
February 1, 1962	... 4,000.00
February 1, 1963	... 4,000.00
February 1, 1964	... 4,000.00
February 1, 1965	... 4,235.00

Section 4. The lessee shall keep the demised premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by the lessee.

Section 5. The lessee shall, at its sole cost and expense, adequately insure the demised premises, includ-

ing but not limited to reasonable fire and extended coverage and public liability insurance, against all types of loss reasonably insurable.

Section 6. The lessee shall, at its sole cost, keep and maintain said premises and any improvements placed thereon and every part thereof, in good and sanitary order, condition and repair, hereby waiving all right to make repairs at the expense of the lessor.

Section 7. The lessee shall, at its sole cost and expense, comply with all of the requirements of all municipal, state and federal authorities now in force; or which hereafter be enforced, pertaining to the said premises, and shall faithfully observe in the use of the premises, all municipal ordinances and state and federal statutes now in force or which may hereafter be in force.

Section 8. The lessee, as a material part of the consideration, to be rendered to the lessor, hereby waives all claims against the lessor from any damage or injury to any for injury or injuries to any person in or about said premises, from any cause arising at any time, and the lessee will hold the lessor harmless from any damage or injury to any person arising from the use of the premises or any improvements constructed thereon.

Section 9. The lessee shall pay for all water, gas, heat, light, power and telephone service and all other service and taxes supplied to the premises and any improvements constructed thereon.

Section 10. The lessee shall not assign this lease, or any interest therein, and shall not sublet the premises or any part thereof without the written consent of the lessor first had and obtained.

Section 11. The waiver of the lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by the lessor shall not be deemed to be a waiver of any preceding breach by the lessee of any term, covenant or condition of this lease.

Section 12. The covenants and conditions herein contained shall, subject to the provisions as to assignment and subletting, apply to and be binding upon the heirs, successors, executors, administrators and assigns of all of the parties hereto.

Section 13. It is mutually agreed that if the lessee shall have duly and punctually fulfilled all of the

provisions, agreements, covenants, and conditions of this lease, the lessor, upon the receipt of written notice from the lessee between January 1, 1965, and January 31, 1965, stating that the lessee elects to purchase the leased premises, will convey the leased premises to the lessee on and subject to the following conditions:

- A. The purchase price of the leased premises shall be \$22,236.00.
- B. All payments made under the term of this lease shall be credited towards said purchase price, the final payment due on February 1, 1965, being increased to \$4,236.00.
- C. The lessor shall cause to be deposited with the First National Bank in Golden, Colorado, a quit claim deed to the above described premises with proper escrow instructions to deliver said deed to the lessee upon the fulfillment of all the terms and conditions of this lease agreement and option to purchase.

Section 14. All notices to be given by either party shall be either given in writing personally, or by depositing the same in the United States Mails, postage prepaid, and addressed to either party at Golden, Colorado.

Section 15. Time is of the essence of this agreement.

IN WITNESS WHEREOF the parties hereto have executed this instrument this 12th day of February, 1960.

THE CITY OF GOLDEN
By Clark B. Carpenter
Mayor.

Attest:
Clarence E. Mabb
City Clerk.

Lessee.

(SEAL)
GEORGE W. PARFET
ESTATE, INC.
By Carrie J. Parfet
President.

Attest:
William G. Parfet
Secretary.

Lessor.

Adopted and approved and ordered published this 10th day of March, 1960.

Clark B. Carpenter
Mayor.

Attest:
Clarence E. Mabb
City Clerk.
Approved as to form:
Leo N. Bradley
Dep. City Attorney.

I, Clarence E. Mabb, City Clerk of the City of Golden, Colorado, do

hereby certify that the foregoing ordinance was introduced and read at a regular meeting of the City Council of said City held on the 11th day of February, 1960, and by order of said City Council was published as a proposed ordinance as the law directs and for more than ten days prior to its final passage in the Colorado Transcript, a legal newspaper; and that on the 10th day of March, 1960, the said proposed ordinance was read and passed by the City Council, aforesaid; the said meeting being a regular meeting of said City Council.

Witness my hand and official seal of the City of Golden, Colorado, this 11th day of March, 1960.

Attest:

CLARENCE E. MABB
City Clerk of the City of
Golden, Colorado.

Published March 17, 1960
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