

ORDINANCE NO. 559

AN ORDINANCE AUTHORIZING THE ENTRANCE INTO A LEASEHOLD AGREEMENT CONTAINING AN OPTION TO PURCHASE INVOLVING CERTAIN LANDS IN THE CITY OF GOLDEN, COLORADO, PURSUANT TO 139-61-1, et seq., COLORADO REVISED STATUTES, 1963:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

Section 1. That the City of Golden enter into a leasehold agreement containing an option to purchase with the George W. Parfet Estate, Inc., a Colorado corporation, Golden, Colorado, said agreement to be executed by the Mayor and attested by the City Clerk on the effective date of this Ordinance, said agreement to be as follows:

THIS AGREEMENT, entered into this _____ day of _____, 19____, by and between the George W. Parfet Estate, Inc., a Colorado corporation, hereinafter referred to as the "Lessor" and the City of Golden, Colorado, a Municipal corporation, hereinafter referred to as "Lessee", is made upon the following terms and conditions:

1. The Lessor hereby leases to the Lessee, for governmental or proprietary uses, the property described in Exhibit "A" attached hereto.

2. The term shall be for seven years commencing on January 1, 1966, and ending on December 31, 1972, for a total rental of \$52,520.00 lawful money of the United States of America \$4,000.00 of which is hereby receipted for, the remainder of 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:

January 1, 1967	\$9,720
January 1, 1968	9,400
January 1, 1969	9,080
January 1, 1970	8,760
January 1, 1971	8,440
January 1, 1972	3,120

3. 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.

4. The Lessee shall, at its sole cost and expense, adequately insure the demised premises, including but not limited to reasonable fire and extended coverage and public liability insurance, against all types of loss reasonably insurable.

5. 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.

6. 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.

7. 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 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 December 1, 1971, and December 31, 1971, stating that the Lessee elects to purchase the leased premises, shall convey the leased premises to the Lessee on and subject to the following conditions:

A. Purchase price of the leased premises shall be \$52,521.00.

B. All payments made under the terms of this lease shall be credited towards said purchase price, the final payments due January 1, 1972, being increased to \$3,121.00.

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.

13. 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.

14. Time is of the essence of this agreement.

IN WITNESS WHEREOF the parties hereto have executed this instrument this _____ day of _____, 19____.

THE CITY OF GOLDEN

By: _____

Mayor

Attest: _____

City Clerk LESSEE.

GEORGE W. PARFET
ESTATE, INC.

By: _____

President.

Attest: _____

Secretary. LESSOR.

Adopted and approved and ordered published this 9th day of December, 1965.

DAVID C. CRAWFORD.

Mayor

Attest: _____

Clarence E. Mabb, City Clerk

Approved as to form:

Leo N. Bradley, City Attorney

(continued on next page)

I, Clarence E. Mabb, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing ordinance was introduced at a regular meeting of the City Council of said City held on the 14th day of October, 1965, 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 Golden Outlook, a legal newspaper; and that on the 9th day of December, 1965, 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 10th day of December, 1965.

SEAL)

Attest: Clarence E. Mabb, City Clerk of the City of Golden, Colorado

EXHIBIT "A"

That part of the S $\frac{1}{2}$ of Section 28, Township 3 South, Range 70 West and of the N $\frac{1}{2}$ of Section 33, Township 3 South, Range 70 West, described as follows: Beginning at a point on the West line of the SE $\frac{1}{4}$ of said Section 28, from which point the Southwest corner of said SE $\frac{1}{4}$ bears South 0° 23' 30" East 101.9 feet which point is also on the Southerly right of way line of State Highway No. 58; thence South 0° 23' 36" East 169.95 feet along the West line of the SE $\frac{1}{4}$ of said Section 28; thence South 27° 03' 30" East 269.04 feet; thence North 56° 09' East 236.48 feet; thence North 55° 14' 30" East 211.64 feet; thence North 70° 51' East 204.11 feet, more or less, to a point on the Southwesterly line of Block "K", Barbers' 2nd Addition to the Town of Golden Col. Terr. according to the recorded plat thereof which point is S. 35° 14' E. 11.02 feet from the centerline of 9th Street; thence South 35° 14' East, along the Southwesterly line of said Block "K" 282.4 feet, more or less, to the Southwesterly line of 10th Street; thence North 54° 38.8' East, along the Southeasterly line of 10th Street, 978.2 feet, more or less, to the Northwest corner of Block 31, on the North side of Clear Creek, Golden City Col. Terr., according to the recorded plat thereof; thence Southeasterly 300 feet along the Southwesterly line of said Block 31; thence Northeasterly parallel with the South easterly line of 10th Street, 376.92 feet; more or less, to the centerline of Clear Creek; thence along said centerline of Clear Creek the following courses and distances: South 50° 43' West 246.9 feet, South 54° 13' West 316 feet, South 33° 54' West 227 feet, South 56° 48' West

294 feet, South 62° 03' West 170.5 feet, South 87° 08' West 712 feet, South 67° 48' West 110 feet, South 54° 13' W. 83 feet, South 36° 28', West 266 feet, S. 57° 58', West 139 feet, South 34° 23' West 294 feet, North 77° 47', West 223' North 88° 47', West 360 feet, South 79° 28' West 244 feet, South 56° 38' West 2.2 feet, more or less, to the Northeasterly right of way line of U. S. Highway No. 6; thence leaving the centerline of Clear Creek and along the Northeasterly right of way line of U. S. Highway No. 6 North 38° 58' West 162.5 feet; thence along the Easterly and Southerly right of way line of State Highway No. 58 the following courses and distances: North 3° 12' West 111.9 feet, North 19° 05' East 102 feet, on a curve to the right an arc distance of 201.3 feet with a radius of 480 feet and whose chord bears North 31° 06' East 199.8 feet, North 41° 24' East 7.1 feet, on a curve to the left an arc distance of 138.3 feet, more or less, to the South line of said Section 28 from whence the Southwest corner of the SE $\frac{1}{4}$ of said section bears North 83° 40' 30" East 963.1 feet said curve having a radius of 5830' and whose chord bears North 71° 54' East 138.3 feet, North 88° 40' 30" East 203.8 feet along the South line of said Section 28, on a curve to the left an arc distance of 91.9 feet with a radius of 439.1 feet and whose chord bears North 63° 18' East 90.9 feet, North 21° 49' East 26.8 feet, on a curve to the left an arc distance of 41 feet, more or less, with a radius of 424.1 feet and whose chord bears North 51° 39' East 41 feet, North 48° 53' East 100.8 feet, on a curve to the left an arc distance of 338.76 feet with a radius of 5830 feet and whose chord bears North 67° 14' East 338.2 feet, North 63° 38' East 91.4 feet, North 62° 44' East 186.7 feet, more or less to the point of beginning Except the right of way for the Church Ditch 30 feet in width, 15 on either side of the following described centerline: Beginning at a point on the West line of the SE $\frac{1}{4}$ of said Section 28, from whence the Southwest corner of said SE $\frac{1}{4}$ bears South 0° 23' 30" East 513.98 feet; thence South 63° 57.5' West 588.95 feet; thence South 26° 30' East 76 feet; thence South 14° 59' West 22.1 feet, more or less, to the Southerly right off way line of State Highway No. 58 and the true point of beginning; thence South 14° 59' West 32.6 feet; thence South 46° 13' West 302 feet; thence South 60° 19' West 186 feet; thence South 83° 57' West 100 ft.; thence North 70° 08' West 89.1 feet; thence South 89° 43' West 81 feet more or less, to the Easterly right of way line of State Highway No. 58, situate in the County of Jefferson, State of Colorado.

Published in The Golden Outlook, December 24, 1965.