

TOWN OF MARBLE

BOOK 588 PAGE 758

ORDINANCE NO. 6

Series 1980


AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE TOWN OF MARBLE, COLORADO TO EXECUTE AND DELIVER IN THE TOWN'S BEHALF A FORM OF LEASE OF CERTAIN PUBLIC PROPERTY WITHIN THE TOWN OF MARBLE.

BE IT ORDAINED BY THE BOARD OF TRUSTEES IN AND FOR THE TOWN OF MARBLE, COLORADO, THAT:

1. Short title. This ordinance shall be known and may be cited as the 1980 Pumphouse Ordinance.

2. Authority and direction. The Mayor of the Town of Marble hereby is authorized and directed to execute in the Town's behalf, that certain form of Lease Agreement which is attached and incorporated hereto by this reference, and to deliver same to the Marble Water Company.

ADOPTED on the 22 day of AUGUST, 1980:


Mayor

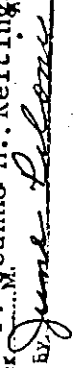
Attested by



Town Clerk.

(SEAL)



4th January 83 1:00 P. Joanne M. Reiting
371732
RECORDS DEPT
By 

TOWN OF MARBLE

BOOK 588 PAGE 759

LEASE AGREEMENT

THIS AGREEMENT, executed in duplicate and entered into by and between the Town of Marble, Colorado, a municipal corporation (hereinafter referred to as the "Town"), Lessor, party of the first part, and The Marble Water Company, a Colorado corporation (hereinafter referred to as the "Company"), Lessee, party of the second part.

WITNESSETH that, for and in consideration of the Company's causing to be constructed certain apparatus for a water distribution system serving residents of the Town with domestic water supply, the Town hereby leases to the Company certain property in connection therewith, all as follows:

1. The Town hereby demises and lets unto the Company, certain real property which more particularly is described on Exhibit A attached and incorporated hereto by this reference. The demised premises shall be used by the Company only for purposes of constructing thereon, using, maintaining, repairing and inspecting a slow sand filtration facility and a pump house, all as shown on the diagram designated Exhibit B and attached and incorporated hereto by this reference.

2. The Company's tenancy created by this Lease Agreement is for a period of ten (10) years, or until such time as the Company shall have transferred the aforementioned improvements to the Town, whichever occurs sooner.

3. There shall be no monetary rental due and payable, in consideration of the within lease. As noted in the preface hereto, the consideration furnished by the Company is the construction and furnishing of water distribution

facilities servicing citizens of the Town, which currently the Town cannot afford financially to provide.

4. The Company hereby covenants that it does and will, throughout the term of the within tenancy, hold the Town harmless from any and all losses and other liability arising from the Company's construction and use of improvements upon the premises, and that it shall carry liability insurance for that purpose.

5. The Company shall not violate any applicable statutes, regulations or ordinances, in or about said premises.

6. Subletting and assignment. The Company shall not sublet the demised premises, nor assign their interest therein, or any part thereof, without first having obtained prior written consent of the Town; and such permission may, at the Town's option, be withheld for any good reason, or without any reason .

7. Failure by the Company to comply with any term or condition hereof, shall, at the option of the Town, forthwith terminate this tenancy.

8. The Company shall keep and maintain the premises in a clean, safe and sanitary condition at all times, and on the termination of the tenancy shall surrender the premises to the Town in as good a condition as when received, ordinary wear and tear excepted.

IN WITNESS whereof, the parties hereunto affix their signatures on the dates appearing opposite thereto:

TOWN OF MARBLE, COLORADO,
a Municipal corporation,
By [Signature]
its Mayor.
Attested by Laird McCallum,
its Clerk.

(Date) 22 AUGUST 1980

(Date) 22 AUGUST 1980

THE MARBLE WATER COMPANY,
a Colorado corporation,
By [Signature]
its President.
Attested by [Signature],
its Secretary.
assistant

(Date) Aug 22, 1980

(Date) Aug 23

TOWN OF MARBLE

BOOK 588 PAGE 761

LEASE AGREEMENT

Exhibit A

Description of Leased Area

Commencing at a point, which point is the center of the intersection of West First Street and West Marble Street; thence northerly along the centerline of West First Street to the town limits; Thence easterly along the town limits to a point, which point is on an extension of the eastern boundary of West First Street; thence southerly along the eastern boundary of West First Street to the northern boundary of West Marble Street; thence easterly along the northern boundary of West Marble Street, to a point, which point is a distance of fifty (50) feet east of the northeast corner of the intersection of West First Street and West Marble Street; thence southerly to a point, which point is on the centerline of West Marble Street; thence westerly along the centerline of West Marble Street to the point of beginning, which point is the center of the intersection of West First Street and West Marble Street.

TOWN OF MARBLE

BOOK 588 PAGE 762

LEASE AGREEMENT Exhibit B

33'

Town Limits

34'

West Hill St.

Block
6

167'

100'

Block 7



50'

33'

83'

West Marble St.

Block
9

West First St.

Block 8