

## **ORDINANCE NO. 262**

### **THE BOARD OF TRUSTEES OF THE TOWN OF HUGO, LINCOLN COUNTY, COLORADO, DOES HEREBY RESOLVE AND ORDAIN TO LEASE CERTAIN MUNICIPAL REAL PROPERTY UNDER CERTAIN TERMS AND CONDITIONS**

**Whereas**, the Town of Hugo, hereinafter referred to as the "Town", in the County of Lincoln, and the State of Colorado, is the body corporate operating as a statutory town pursuant to the general statutes of the State of Colorado; and

**Whereas**, Colorado Revised Statutes 31-15-713(1)(c) allows a municipality to lease municipal real property to others provided that the governing body of the municipality deems the lease to be in the best interest of the citizens of the municipality; and

**Whereas**, Colorado Revised Statute 31-15-713(1)(c) further provides that such lease must be approved by Ordinance of the Board of Trustees of the Town of Hugo, hereinafter referred to as the "Board", if the lease is for a period in excess of one year; and

**Whereas**, the Board has determined that the lease of certain municipal real property, presently vacant and usable as agricultural land, would be in the best interests of the Town, and provided that such lease is subject to the terms set forth in the Lease Agreement to be entered into by the Town and the Lessee; and

**Whereas**, the Board has determined that approximately Two Hundred (200) acres of grassland should be leased for a fair sum and under conditions that the Board finds to be in the best interests of the Town;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF HUGO, COLORADO:**

#### **SECTION I. - LEASE AGREEMENT**

1. The Mayor and Town Clerk are authorized to enter into and execute, with Dale Toft and Brenda Toft, hereinafter referred to as "Lessees", a lease agreement for the lease of a parcel of Town real property, the legal description which is attached hereto as Exhibit A, and which is described in the lease agreement. The lease shall be a five year lease, subject to the terms and conditions of such lease agreement as is approved by the Town Board. The lease term shall commence when the present lease agreement expires.

2. Such lease agreement shall include among other provisions a provision or provisions providing that the lease shall be terminated in the default of any of the provisions of the lease or in the event that the Town should ever determine that such real property should be opened for public use or other valid public reason. Consideration for the lease shall also include the Lessees agreement to allow an easement to the Town on other of Lessees' property for a wastewater lift station.

3. The Mayor and Town Clerk are authorized to sign, on behalf of the Board, any lease agreement approved by the Board.

**SECTION II. - SEPARABILITY**

If any one or more sections or parts of this Ordinance shall be adjudged unenforceable or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, it being the intention that the various provisions hereof are severable.

**SECTION III. - REPEALER**

All acts, orders, resolutions, ordinances, or parts thereof, of the Town that are inconsistent or in conflict with this Ordinance are hereby repealed to the extent only of such inconsistency or conflict.

**SECTION IV. - RECORDING AND AUTHENTICATION**

This Ordinance shall take effect thirty days after publication.

Adopted and Approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

Signed \_\_\_\_\_  
Mayor

( S E A L )

Attest:

Signed \_\_\_\_\_  
Town Clerk