

**ORDINANCE NO. 1333
SERIES 2025**

**AN ORDINANCE AUTHORIZING AND APPROVING AN ASSIGNMENT OF AN
AIRPORT LAND LEASE AND HANGAR DEVELOPMENT AGREEMENT
AT THE CORTEZ MUNICIPAL AIRPORT**

WHEREAS, Lars Bjorkqvist and John Patton III (collectively “Lessees”), each have an undivided 50% interest as tenants in an Airport Land Lease and Hangar Development Agreement dated February 24, 2016 (the “Lease Agreement”), by which Lessees lease from the City of Cortez (the “City”) a tract of land in the East half of Section 8, T.35 N., R. 16 W., of New Mexico Principal Meridian, Montezuma County, Colorado, and being more specifically described as follows:

North Hangar Lot #3
Measuring 76 feet wide by 68 feet deep
Totaling 5,168 square feet of land leased

(the “Leased Premises”); and

WHEREAS, Lars Bjorkqvist desires to assign his undivided 50% interest in the Lease Agreement, including all of his right, title, interest and obligations thereunder, to Paul Berry (“Assignee”); and

WHEREAS, the City desires to accept and approve the assignment by Lars Bjorkqvist of his undivided 50% interest in the Airport Land Lease and Hangar Development Agreement to the Assignee pursuant to the Assignment of Airport Land Lease and Hangar Agreement that is attached hereto and incorporated herein as Exhibit 1.

NOW THEREFORE, BE IT ORDAINED BY THE CORTEZ CITY COUNCIL THAT this Ordinance No. 1333, Series 2025, an ordinance authorizing and approving an Assignment of Airport Land Lease and Hangar Development Agreement that is attached Exhibit 1, is hereby presented and adopted on First Reading this 25th day of February, 2025, and that the public hearing for the Second and Final Reading of this Ordinance is set for the 11th day of March, 2025, at the hour of 7:30 p.m., in the City Council Chambers in City Hall, Cortez, Colorado, at which time and place all persons may appear and be heard concerning the same.

REPEALER. All orders, bylaws, ordinances, and resolutions of the City, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

SEVERABILITY. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

RECORDING AND AUTHENTICATION. Upon adoption hereof, this Ordinance shall be recorded in a book kept for that purpose and shall be authenticated by the signatures of the Mayor and the City Clerk.

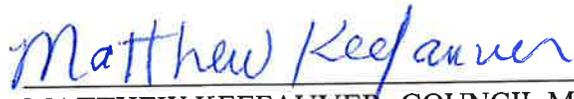
paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

RECORDING AND AUTHENTICATION. Upon adoption hereof, this Ordinance shall be recorded in a book kept for that purpose and shall be authenticated by the signatures of the Mayor and the City Clerk.

EFFECTIVE DATE. This ordinance shall be effective upon publication after final passage on Second Reading.

PASSED, ADOPTED AND APPROVED ON FIRST READING THIS 25th DAY OF FEBRUARY, 2025.

CITY OF CORTEZ

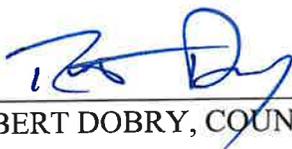

MATTHEW KEEFAUVER, COUNCIL MEMBER

ATTEST:


LINDA L. SMITH, CITY CLERK

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS 11th DAY OF MARCH, 2025.

CITY OF CORTEZ


ROBERT DOBRY, COUNCIL MEMBER

ATTEST:


LINDA L. SMITH, CITY CLERK

APPROVED AS TO FORM:


J. PATRICK COLEMAN, CITY ATTORNEY

EXHIBIT 1

ASSIGNMENT OF AIRPORT LAND LEASE AND HANGAR DEVELOPMENT AGREEMENT

THIS ASSIGNMENT OF AIRPORT LAND LEASE AND HANGAR DEVELOPMENT AGREEMENT (this "Assignment Agreement") is entered into effective the 1st day of March, 2025 (the "Effective Date"), by and between the **City of Cortez**, Colorado, a Colorado home rule municipality ("Lessor"), Lars Bjorkqvist and John Patton III (collectively "Lessees"), Lars Bjorkqvist individually ("Assignor"), and Paul Berry ("Assignee"). Lessor, Lessees, Assignor and Assignee may be collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Lessor is the owner and operator of the airport facility known as the Cortez Municipal Airport, located at 22874 County Road F, Cortez, Colorado 81321 (the "Airport"); and

WHEREAS, Lessees each have an undivided 50% interest as tenants in an Airport Land Lease and Hangar Development Agreement entered into by and between Lessor and Lessees on February 24, 2016 (the "Lease Agreement"), by which Lessees lease from Lessor at the Airport a tract of land in the East half of Section 8, T.35 N., R. 16 W., of New Mexico Principal Meridian, Montezuma County, Colorado, and being more specifically described as follows:

North Hangar Lot #3
Measuring 76 feet wide by 68 feet deep
Totaling 5,168 square feet of land leased

(the "Leased Premises"); and

WHEREAS, Article X. ASSIGNABILITY of the Lease Agreement prohibits the assignment of the Lease Agreement to a third party except with the express written consent of Lessor; and

WHEREAS, Assignor desires to assign his undivided 50% interest in the Lease Agreement, including all of his right, title, interest and obligations thereunder, to Assignee; and

WHEREAS, Lessor desires to provide its written consent to the assignment by Assignor of his undivided 50% interest in the Lease Agreement to Assignee pursuant to this Assignment Agreement; and

WHEREAS, Lessees, Assignor and Assignee desire to consent to and accept Assignor's assignment of his interest in the Lease Agreement as set forth in this Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration, including the performance of the covenants and agreements of this Assignment Agreement, the Parties agree as follows:

1. **RECITALS INCORPORATED INTO ASSIGNMENT AGREEMENT:** The Recitals stated herein above are incorporated into and made a part of this Assignment Agreement.

2. **ASSIGNMENT:** Assignor hereby assigns to Assignee all of Assignor's right, title, interest and obligations as a tenant under the Lease Agreement.
3. **ASSUMPTION:** Assignee hereby unconditionally assumes and accepts the assignment all of Assignor's right, title, interest and obligations as a tenant under the Lease Agreement. Assignee shall hereafter be liable for any and all obligations under the Lease Agreement, regardless of whether such obligations arose before or after the Effective Date of this Assignment Agreement. Assignee hereby covenants, for the benefit of Assignor and Lessor, that it will timely perform each and every obligation of "Tenant" under the Lease Agreement in accordance with the terms thereof, from and after the Effective Date of this Assignment Agreement.
4. **CONSENT AND ACCEPTANCE:** Lessees consent to Assignor's assignment of all of his right, title, interest and obligations as a tenant under the Lease Agreement to Assignee.
5. **LESSOR CONSENT:** Lessor consents to Assignor's assignment of all of his right, title, interest and obligations as a tenant under the Lease Agreement to Assignee, without thereby releasing any rights Lessor may have against Assignor for any of Assignor's obligations that arose under the Lease Agreement before the Effective Date of this Assignment Agreement.
6. **REPRESENTATIONS AND WARRANTIES:** Assignor hereby represents and warrants that the following are true, correct and complete as of the Effective Date of this Lease Agreement:
 - a) Assignor is the sole owner of his undivided 50% interest in the Lease Agreement as a tenant.
 - b) The Lease Agreement is valid and enforceable and has not been altered, modified or amended.
 - c) Assignor is unaware of any uncured defaults by Lessor or Lessees under the Lease Agreement.
 - d) The Lease Agreement constitutes the only lease or other agreement entitling Lessees to occupy any portion of the Leased Premises.
7. **NO BROKERAGE COMMISSIONS:** The Parties warrant to each other that no brokerage commissions or similar real estate fees are due to any person or entity as a result of or in connection with this Assignment Agreement.
8. **INDEMNIFICATION:** Lessees, Assignor and Assignee agree to indemnify and hold harmless Lessor and its elected officials and employees (collectively "Indemnitees"), from and against any losses, claims, demands, damages or other liability, that any of the Indemnitees incur in connection with this Assignment Agreement.
9. **ATTORNEY FEES:** In the event litigation or other legal action is instituted to interpret, enforce or terminate this Assignment Agreement, the substantially prevailing Party shall be entitled to receive from the non-substantially prevailing Parties, all costs, reasonable attorney's fees, and expenses, that shall be incurred by the substantially prevailing Party as a result such litigation or other legal action.
10. **GOVERNANCE:** Unless a controlling federal law or regulation applies, this Assignment Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado. The Parties agree that if part of this Assignment Agreement is found to be unenforceable or contrary to applicable law, the remainder of this Assignment Agreement shall, to the extent possible, remain in full force and effect notwithstanding the unenforceable or voided provision.

11. **PARAGRAPH HEADINGS:** The headings to paragraphs to this Lease are solely for convenience and may have no substantive effect on this Assignment Agreement, nor are they intended to aid in the interpretation of this Assignment Agreement.
12. **NOTICE:** Unless any applicable law or regulation requires an alternative form of notice, any notice required or permitted under this Lease or under any applicable law or regulation shall be deemed sufficiently given or served if sent by U.S. certified mail, return receipt requested, addressed as follows:

All notices to the **Lessor** will be sent to:

Airport Director
123 Roger Smith Avenue
Cortez, CO 81321

All notices to the **John Patton III** will be sent to:

PO Box 510
Mancos, CO 81328

All Notices to **Assignor** will be sent to:

Lars Bjorkqvist
PO Box 307
Dolores, CO

All Notices to **Assignee** will be sent to:

Paul Barry
366 2nd Ave
Mancos, CO 81328

IN WITNESS WHEREOF, the Parties have agreed to this Assignment Agreement and executed it effective on the Effective Date stated above.

Lessor – City of Cortez:

By: Drew C. Sanders, City Manager

ATTEST:

Linda L. Smith, City Clerk

{Additional Signatures on Following Page}

Assignor – Lars Bjorkqvist

Assignee - Paul Berry

John Patton III
