

**AGRICULTURAL LEASE**  
**(Wise Farm)**

THIS AGRICULTURAL LEASE (the "Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516 (the "Town"), and Rob Lindow, an individual with an address of 11995 Kenosha Road, Erie, Colorado 80516 ("Lessee") (each a "Party" and collectively the "Parties").

WHEREAS, the Town purchased the Wise Farm property in 2019 for open space, and desires that the Wise Farm property be used for agricultural purposes.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Property. The Town owns the real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"). Subject to the provisions of this Lease, the Town hereby leases the Property to Lessee. Lessee has inspected the physical condition of the Property and receives the Property in "as is" condition. The Town makes no representations or warranties with respect to the condition of the Property or its fitness for any particular use, and the Town shall not be liable to Lessee for any latent or patent defect on the Property.

2. Term. The term of this Lease shall be 5 years, commencing on the Effective Date.

3. Water. When the Town purchased the Property, the Town also purchased 81 shares of Leynor Cottonwood irrigation water (the "Shares"). During the term of this Lease, Lessee may use the Water Shares for irrigation of the Property associated with Lessee's agricultural use of the Property. Lessee's use of the Water Shares shall be subject to all rules and regulations imposed by the ditch company. Notwithstanding anything to the contrary herein, the Town makes no guarantee about the availability of water on the Property.

4. Rent.

a. Lessee shall pay to the Town rent for the Property (the "Lessee Rent") pursuant to the following schedule (the "Rent Schedule"):

2020: Water: \$0

Land: \$50 per acre x 61 farmable acres = \$3,050

2021: Water: \$0

Land: \$50 per acre x 61 farmable acres = \$3050

2022: Water: \$35 per Share, if usable, up to 81 Shares

Land: \$50 per acre x 97 farmable acres = \$4,850 total land for 2022

2023: Water: \$35 per Share, if usable, up to 81 Shares,

Land: \$50 per acre x 97 farmable acres = \$4,850

2024: Water: \$35 per Share, if usable, up to 81 Shares  
Land: \$50 per acre x 108 farmable acres = \$5,400

b. Full payment of the Lessee Rent for the following year shall be made on or before March 1 of each year. If Lessee fails to timely make any Lessee Rent payment, Lessee shall pay a late fee of \$50 per day until fully paid.

5. Security Deposit. There shall be no security deposit.

6. Use and Occupancy.

a. *Use Limitations.* Lessee shall use the Property for agricultural purposes only. Lessee shall not permit the Property to be used for any illegal purpose and will not perform any act that may be a nuisance, annoyance, or inconvenience to the Town or any other lessee of the Property.

b. *Alteration of Property.* Lessee shall not, without the prior written consent of the Town, make any alterations, improvements, or additions to the Property.

c. *Hazardous Materials and Substances.* Lessee shall at all times comply with all applicable laws, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to, without limitation, the following: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; the protection of human health, safety or the indoor or outdoor environment; all applicable environmental statutes of the State of Colorado; and all federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

d. *Maintenance.* Lessee shall keep and maintain the Property in a sanitary condition and comply with all fire, safety, health, environmental, building, zoning, anti-discrimination and all other laws regulating the use of the Property now or hereafter in force.

e. *Conduct.* Lessee shall not cause or permit any disorderly conduct, noise or nuisance upon or about the Property which may annoy or disturb other tenants located in the Property or persons on adjacent property;

f. *Damage.* If any part of the Property is damaged or destroyed through the intentional act, negligence, carelessness or abuse of or by Lessee, Lessee's agents, employees, contractors, or invitees, the cost of all necessary repairs and replacements shall be paid by Lessee to the Town on demand.

g. *Covenant of Quiet Enjoyment.* The Town covenants that Lessee shall enjoy quiet and undisturbed possession of the Property during the term period and any subsequent renewal term, subject to the terms and conditions of this lease.

h. *Entry and Inspection by the Town.* The Town and the Town's agents and employees shall have the right to enter the Property at all reasonable times for the purpose of examination or inspection, and to make such alterations, repairs, improvements or additions to the Property as the Town deems necessary or desirable.

i. *Abandonment of Personal Property.* If Lessee abandons, vacates or surrenders the Property or is dispossessed by process of law or otherwise, then any personal property belonging to Lessee and left on the Property shall be deemed abandoned.

j. *Signage.* At Lessee's own expense, Lessee shall post signage on the Property stating that there is no public access to the Property. All signage shall be approved by the Town. Upon termination of the lease, all signage shall be removed by Lessee.

k. *Utilities.* Lessee shall be responsible for the cost of any utilities serving the Property.

7. Subleases. Lessee has the right to sublease all or a portion of the Property, provided that any rent charged by Lessee to any sublessees shall not exceed the Lessee Rent. Lessee shall be responsible for managing any subleases, communicating with all subtenants and collecting all rental payments due and remitting such rental payments to the Town on a timely basis. All subleases shall be subject to the Town's prior review and approval.

8. Default.

a. *Event of Default.* The failure by Lessee to comply with any provision of this Lease shall constitute a default of this Lease.

b. *Remedies.* Upon a default, the Town may re-enter and take possession of the Property. In addition, the Town may take any action at law or in equity to enforce performance of any obligation of Lessee under this Lease. The Town's remedies shall be cumulative, and the exercise of one remedy shall not prevent the exercise of any other available remedy.

c. *Attorney Fees and Costs.* If the Town brings suit to enforce any provision of this Lease or for recovery of the Property, the Town shall be entitled to all costs incurred in connection with such action, including reasonable attorney fees.

9. Indemnification. Lessee agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Lease.

10. Insurance.

a. *Coverages.* Throughout the term of this Lease, Lessee shall maintain, at its sole cost and expense, the following insurance:

i. Comprehensive broad form general public liability insurance in common use for with extended coverage endorsement protecting the Town and Lessee and covering the Property and Lessee's use thereof against claims for personal injury, death and property damage occurring upon, in or about the Property, such insurance to afford protection to a limit of not less than \$2,000,000 combined single limit.

ii. Workers' compensation insurance as required by law.

b. *Form.* All policies shall be issued by solvent insurance companies licensed to do business in Colorado. The commercial policy shall be written as a primary policy, which does not contribute to and is not in excess of coverage carried by the Town. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days' prior written notice to the Town. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Lessee. Lessee shall be solely responsible for any deductible losses under any policy.

#### 11. Miscellaneous.

a. *Integration.* This Lease constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

b. *Severability.* If any provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected, and each provision of this Lease shall be valid and enforceable to the extent permitted by law.

c. *Governing Law and Venue.* This Lease shall be governed and construed in accordance with the laws of the State of Colorado, and any legal action arising out of this Lease shall be brought in Boulder County, Colorado.

d. *Notice.* Any notice under this Lease shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the other Party at the address set forth on the first page of this Lease.

e. *Successors.* This Lease shall inure to the benefit of and be binding upon the Town and Lessee and their respective heirs, successors, representatives, administrators, executors and devisees.

f. *Assignment.* Lessee shall not assign this Lease without the prior written consent of the Town, and any such assignment without the Town's consent shall be void.

g. *No Waiver.* A failure of a Party to enforce any term of this Lease shall not be deemed to be a waiver of any other term of this Lease.

h. *Subordination.* This Lease is and shall be subordinate to all existing and future liens and encumbrances against the Property.

i. *No Joint Venture.* Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Lease, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Lease.

j. *Governmental Immunity.* Nothing herein shall be construed as a waiver of any protections or immunities the Town may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

k. *No Third-Party Beneficiaries.* There are no intended third-party beneficiaries to this Lease.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

**TOWN OF ERIE, COLORADO**

\_\_\_\_\_  
Jennifer Carroll, Mayor

ATTEST:

\_\_\_\_\_  
Heidi Leatherwood, Town Clerk

**LESSEE**

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_            )

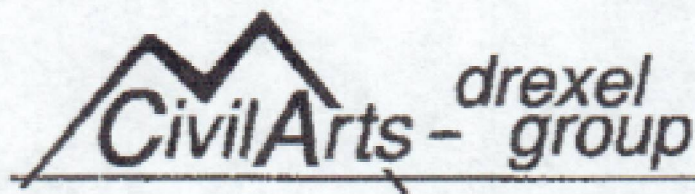
Subscribed, sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Rob Lindow.

My Commission expires:

(SEAL)

\_\_\_\_\_  
Notary Public





- ENGINEERING  
- PLANNING  
- SURVEYING

Civil Arts-Drexel Group, Inc. • 1860 Leffland Circle, Suite A • Longmont, CO 80501 • Tel: (303) 682-1131 • Fax: (303) 692-1146 • [www.civilarts-drexel.com](http://www.civilarts-drexel.com)

## **EXHIBIT "A"**

January 19, 2005

A description of the South Parcel of the Wise Homestead located in the Section 14, T1N, R69W of the 6th P.M., in Boulder County, Colorado. For: Sarah Wise.

### **LEGAL DESCRIPTION**

A tract of land located in Section 14, T1N, R69W of the 6th P.M., County of Boulder, State of Colorado, described as follows:

COMMENCING at the Northeast Corner of said Section 14, from which the E1/4 Corner of said Section 14 bears S00°03'19"E, 2668.58 feet (Basis of Bearing), thence S00°03'19"E, 334.29 feet along the East Line of the NE1/4 of said Section 14 to the Northeast Corner of the SE1/4 of the NE1/4 of said Section 14; Thence S88°17'46"W, 717.53 feet along the North Line of the SE1/4 of the NE1/4 of said Section 14 to the Northwest Corner of that tract of land conveyed to Edward Edelman as described in Warranty Deed recorded November 17, 1988, on Film 1555, as Reception No. 953348, of the records of Boulder County, Colorado, and the TRUE POINT OF BEGINNING;

Thence S00°09'33"E, 417.57 feet along the Westerly Line of that tract of land as described on said Film 1555, as Reception No. 953348 to the most Southerly Corner thereof;

Thence N50°51'51"E, 70.21 feet along the Southeasterly Line of that tract of land as described on said Film 1555, as Reception No. 953348 to the West Line of the East 7.5 Acres of the West 27.5 Acres of the SE1/4 of the NE1/4 of said Section 14;

Thence S00°09'33"E, 958.07 feet along the West Line of the East 7.5 Acres of the West 27.5 Acres of the SE1/4 of the NE1/4 of said Section 14 to the South Line of the NE1/4 of said Section 14;

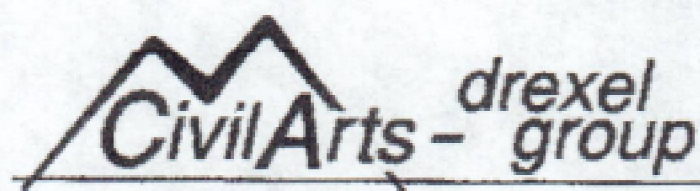
Thence N88°24'22"E, 660.48 feet along the South Line of the NE1/4 of said Section 14 to the E1/4 Corner of said Section 14;

Thence S00°04'13"E, 1316.88 feet along the East Line of the SE1/4 of said Section 14 to the Southeast Corner of the NE1/4 of the SE1/4 of said Section 14;

Thence S88°18'03"W, 1312.40 feet along the South Line of the NE1/4 of the SE1/4 of said Section 14 to the Southwest Corner of the NE1/4 of the SE1/4 of said Section 14;

Thence S88°18'03"W, 1312.40 feet along the South Line of the NW1/4 of the SE1/4 of said Section 14 to the Southwest Corner of the NW1/4 of the SE1/4 of said Section 14;





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### EXHIBIT "A"

Thence S88°16'09"W, 60.98 feet along the South Line of the NE1/4 of the SW1/4 of said Section 14 to the Southeast Corner of that tract of land conveyed to Ronald Scott Jasper, Ronald Lee Jasper, and Vee Ann Jasper as described in Warranty Deed recorded May 3, 1976, on Film 922 as Reception No. 175271, of the records of Boulder County, Colorado;

Thence N00°19'12"W, 1381.79 feet along the East Line of that tract of land as described on said Film 922 as Reception No. 175271 to the Southerly Right-of-way Line of the Union Pacific Railroad, said Right-of-way Line being 50 feet Southerly of, as measured at right angles from and parallel with, the Centerline of the main line track;

Thence S89°42'11"W, 1246.76 feet along the Southerly Right-of-way Line of said Union Pacific Railroad to the West Line of the SE1/4 of the NW1/4 of said Section 14;

Thence N00°29'45"W, 1239.65 feet along the West Line of the SE1/4 of the NW1/4 of said Section 14 to the Northwest Corner of the SE1/4 of the NW1/4 of said Section 14;

Thence N88°21'40"E, 1314.47 feet along the North Line of the SE1/4 of the NW1/4 of said Section 14 to the Northeast Corner of the SE1/4 of the NW1/4 of said Section 14;

Thence N88°17'46"E, 1317.07 feet along the North Line of the SW1/4 of the NE1/4 of said Section 14 to the Northeast Corner of the SW1/4 of the NE1/4 of said Section 14;

Thence N88°17'46"E, 599.54 feet along the North Line of the SE1/4 of the NE1/4 of said Section 14 to the Northwest Corner of that tract of land as described on said Film 1555, as Reception No. 953348 and the TRUE POINT OF BEGINNING.

Area = 178.954 acres, more or less.

(Area of Railroad Right-of-way Within Boundary = 7.532 acres, more or less.)

**NOTICE:** According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Frank N. Drexel  
Colorado Registered Professional Land Surveyor No. 24305  
1860 Lefthand Cir #A, Longmont, CO 80501  
Date: \_\_\_\_\_

File: LGL-011205-R7.DOC

Project: 211-11