

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 15, SERIES 2013**

**A RESOLUTION APPROVING THE THOMPSON
PROPERTY LEASE AGREEMENT BETWEEN
THE TOWN OF TIMNATH AND CHIP MERRITT**

WHEREAS, the Town Council of the Town of Timnath ("Town") pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, pursuant to that power, the Town Council wishes to approve the lease of the Thompson Property to Chip Merritt (lessee) in the amount of \$2,500.00 for one (1) year; and

WHEREAS, the Town Council will allow the property to be used for grazing purposes and the Lessee will provide proper care for the property with no cost to the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:

The Town Council hereby approves the Thompson Property Lease between the Town of Timnath and Chip Merritt.

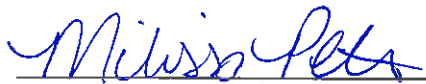
INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, JUNE 11, 2013,

TOWN OF TIMNATH, COLORADO

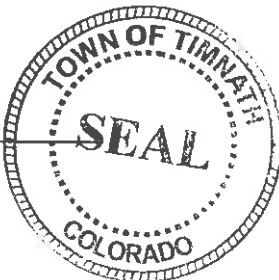


Jill Grossman-Belisle, Mayor

ATTEST:



Milissa Peters, Town Clerk



PASTURE LEASE AGREEMENT

THIS PASTURE LEASE AGREEMENT (the "Agreement") is entered into and effective as of **June 11, 2013** between the Town of Timnath (the "Lessor"), a home rule municipality of the State of Colorado, and Chip Merritt ("Lessee"), whose address is 5330 East CR 32 E, Fort Collins, Colorado 80528.

RECITALS:

WHEREAS, the Lessor possesses that certain real property known as the Les Thompson Pasture (the "Property"), as more particularly described in **Exhibit A**, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, Lessee desires to lease the Property.

AGREEMENT:

NOW THEREFORE, for and in consideration of rent to be paid from the Lessee to the Lessor, and the other covenants and agreements herein contained, Lessor and Lessee hereby agree as follows:

1. PROPERTY TO BE LEASED. The Lessor agrees to lease the Property to the Lessee. The Lessor reserves the right to lease any and all other property owned by Lessor to third parties on such terms and conditions as Lessor, in its sole discretion, may deem appropriate.

2. TERM OF AGREEMENT. The term of this Agreement shall be one year, unless terminated as provided below. In the event that neither party provides notice of its intent to terminate this Agreement at least 60 days before the end of the term, then said term shall automatically renew on a year-to-year basis.

3. USE OF PROPERTY BY LESSEE.

a. Lessee shall use the Property in accordance with all applicable federal, state, and local laws for the purpose of grazing horses and similar livestock.

b. Lessee represents and warrants that it will be responsible for all maintenance associated with the property during the term of the Agreement, including but not limited to fencing repairs, pasture management, and mowing/baling of grass and weeds, as necessary.

4. DISCLAIMER OF WARRANTIES. The Property is leased in an "as is" condition. The Lessor is not aware of any damage to the Property; however, under no circumstances whatsoever shall the Lessor be held liable for the repair or replacement of

any damage discovered by Lessee during its preparation of, or use of, the Property. If Lessee in any way damages the Property, Lessee shall be responsible for causing any such damage to be repaired at Lessee's cost and at no cost to Lessor.

5. **CONSIDERATION FOR PROPERTY.** Lessee shall pay Lessor \$2,500.00 per year, due and payable within 30 days of the effective date of this agreement. Lessor reserves the right to charge interest at a rate of 8% on all delinquent invoices.

6. **INDEMNIFICATION.** Lessee shall defend, indemnify and save harmless Lessor, and its respective officers, directors, contractors and employees, from and against any suits, claims, losses, damages and/or liabilities, including without limitation any attorney fees and court costs, arising out of Lessee's use of the Property, including, without limitation, actions for damages to real or tangible personal property or for bodily injury or death negligently caused by Lessee.

7. **GOVERNMENTAL IMMUNITY.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Lessor, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Lessor and, in particular, governmental immunity afforded or available to the Lessor pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

8. **SEVERABILITY.** If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.

9. **GOVERNING LAW.** This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

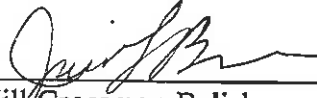
10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the Parties, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Parties.

11. **COUNTERPART EXECUTION.** This Agreement may be executed in multiple counterparts, each of which may be deemed an original, but both of which together shall constitute one and the same instrument. Executed copies hereof may be

delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the Parties.

LESSOR:

TOWN OF TIMNATH



By: Jill Grossman-Belisle
As: Mayor

LESSEE:

CHIP MERRITT

By: Chip Merritt

EXHIBIT A

DESCRIPTION OF PROPERTY

See attached entitled "Thompson Annexion No. 3"

THOMPSON ANNEXATION NO. 3

TO THE TOWN OF TIMNATH, COLORADO
 A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 27 AND IN
 THE NORTH HALF OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 68 WEST OF
 THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

ENGINEERS & SURVEYORS
 708 SOUTH ALPINE AVENUE, SUITE 200
 DENVER, COLORADO 80202-1219
 303.733.1111

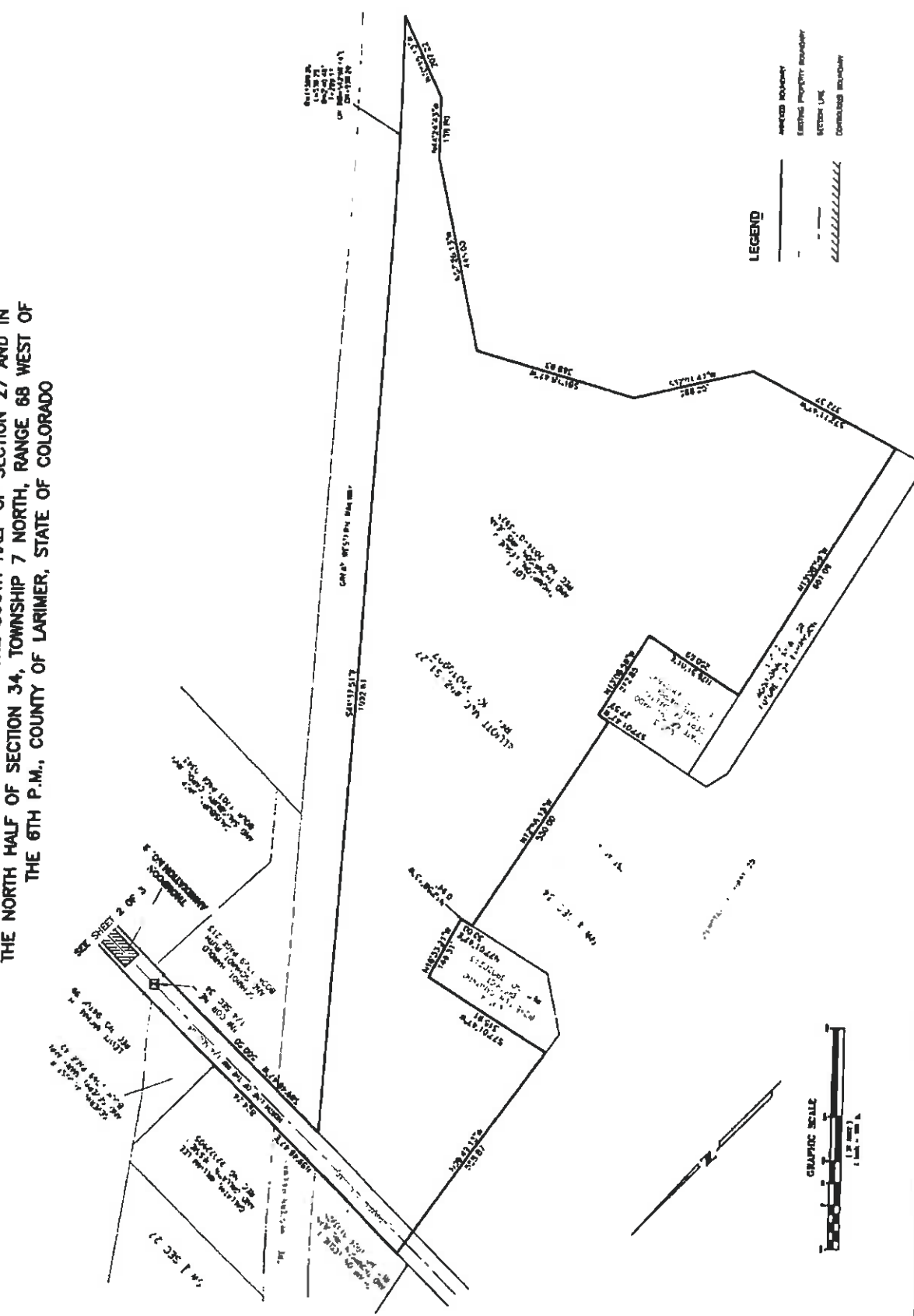


REVERSE OF DOCUMENT
 CMT-1-000-000-1000

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10

THOMPSON ANNEXATION NO. 3
 A PORTION OF SECTIONS 27 AND
 34, TOWNSHIP 7 NORTH, RANGE 68
 WEST OF THE 6TH P.M., COUNTY
 OF LARIMER, STATE OF COLORADO

DATE: 11/11/2010
 TIME: 10:00 AM
 SHEET NO. 3 OF 3



LEGEND

- NEIGHBORHOOD BOUNDARY
- EXISTING PROPERTY BOUNDARY
- SECTION LINE
- CONTOUR BOUNDARY

