TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 28, SERIES 2018

A RESOLUTION APPROVING GRAZING LEASE WITH SHARON GREEN FOR THE
PROPERTY AT 6644 HIGHWAY 14

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, attached hereto as Exhibit A is the lease agreement for the property at 6644 Highway 14 for the value of $500; and

WHEREAS, the Town Council desires to have the property leased for grazing, and the Lessee will provide care for the property with no cost to the Town except as listed in the agreement; and

WHEREAS, the Town Council is familiar with the Lease and finds it to be in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval
The Lease is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.


TOWN OF TIMNATH, COLORADO

[Signature]
Jill Grossman-Belisle, Mayor

ATTEST:

[Signature]
Milissa Peters, CMC
Town Clerk
EXHIBIT A

AGREEMENT
PASTURE LEASE AGREEMENT

THIS PASTURE LEASE AGREEMENT (the "Agreement") is entered into and effective as of March 27th, 2018 between the Town of Timnath (the "Lessor"), a home rule municipality of the State of Colorado, and Sharon Green ("Lessee"), whose address is 6644 Highway 14, Fort Collins, Colorado 80524.

RECATALS:

WHEREAS, the Lessor possesses that certain real property known as the 6644 Highway 14 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 from April 1st, 2018 to November 30th, 2018, 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 for each succeeding year for an additional one (1) year term commencing on December 1 of the next succeeding year. Notwithstanding the foregoing, the Agreement shall terminate on November 30, 2021.

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 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

Commented [MJM1]: I modified this to make it clear the agreement can renew for up to 3 years and will terminate on November 30, 2021.
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 $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. A $250 allowance for materials for weed control will be reimbursed to the Lessee, provided that adequate documentation is provided to the Lessor to establish the costs.

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: April Getchius
As: Town
Manager

LESSEE:

Sharon Green

By: Sharon Green
EXHIBIT A

DESCRIPTION OF PROPERTY

See attached entitled "6644 Highway 14 Property"
Exhibit A
(Property Depiction of Pasture Area)