

**RANCH BARN AND PASTURE
LEASE AGREEMENT
2012**

THIS LEASE AGREEMENT, is entered into this _____ day of _____, 2012, between The City of Westminster (the "City"), and _____ (the "Lessee").

RECITALS

- A. Whereas, the City owns Open Space property located at 120th Avenue and Pecos Street, Westminster, Colorado 80031, consisting of pasture land and an historic barn structure, and
- B. Whereas the City desires certain duties to be performed at The Ranch Barn and Open Space property, and the City will permit limited horse boarding and the use of pasture land as described herein in exchange for those duties, and
- C. Whereas Lessee desires to perform those duties in addition to paying the City a monthly rental payment in order to utilize said boarding opportunities,

TERMS AND CONDITIONS OF LEASE

Now, therefore, in consideration of the keeping and performance of the covenants and agreements by the Lessee hereinafter set forth, the City and Lessee agree as follows:

1. The City hereby leases unto the Lessee the following described premises (the "Premises"), situated in the City of Westminster, County of Adams, State of Colorado, to wit:

16.8 acres of pasture land and an historic barn, located at 120th Avenue and Pecos Street within the boundaries of the City of Westminster, Adams County and is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

1.1. The Barn: The barn may be used by Lessee for up to a maximum of four (4) horses. Specific portions of the barn including the loft area and three (3) indoor rooms are used for City storage and are not part of this lease. The following areas are included in the lease for use by the Lessee:

- 1 – 15' x 15' indoor stall
- 1 -- 13' x 13' indoor stall
- 2 – 11' x 13' indoor stalls
- 1 – 8' x 13' tack storage room

1.2. Pasture: The pasture consists of 16.8 acres of grassland that can be used for grazing purposes by the Lessee's horses. It is the responsibility of the Lessee to monitor the condition of the pasture during the grazing season and to restrict the number of horses to a number that does not cause overgrazing, even if that number is less than four (4). The health and vitality of the pasture is of extreme importance and the lease can be terminated if the City deems that overgrazing or pasture health is in jeopardy. Periodic on-site meetings between the Lessee and the City of Westminster Open Space Supervisor are mandatory to monitor this issue.

2. Duties: Lessee shall be responsible for caretaking duties for the Ranch Barn and Open Space pasture land. These duties include, but are not limited to:

- Clean up and disposal of all animal waste in and around the barn. On a semi-annual (twice per year) all animal waste shall be physically removed from inside the barn and inside the surrounding outdoor corral area. The waste may be spread by the use of a manure spreader in the outlying pasture as an alternative to complete removal from the site.
- Minor repairs and maintenance of hardware and structures to insure ease of operation and security such as; doors, windows, fences and gates.
- Maintain security for all structures and access points.
- Respond to other emergency situations as required.
- Seeding and fertilization of the pasture on a schedule to be determined by the City of Westminster Open Space Supervisor. The City will provide the needed supplies but the Lessee is required to provide the labor and equipment.

3. Rent: In addition to fulfilling the duties required of Lessee in paragraph 2. above, Lessee shall pay monthly rent in the amount of \$_____ per month payable on the __ day of each month, commencing _____, 2012.

4. Machinery: The use of tractors and other farm/ranch equipment by Lessee is permitted on this site for maintenance purposes only. The storage of this equipment is limited to one (1) tractor and one (1) piece of equipment. Lessee shall store all equipment on the south side of the barn inside the fenced area. Lessee shall not store any gasoline or other flammable liquids inside the barn. The Lessee assumes all liability for any vandalism, theft, or damage that may occur to Lessee's machinery.

5. Use of Grounds: Lessee may use the amenities of the Ranch Barn and Open Space with the following expressed limitations:

- There will be no engaging in business of any kind for payment either in cash or in_ kind services.
- Boarding of horses for profit is not allowed.
- Holding events or training of animals beyond those owned by the Lessee is not allowed.
- Off-road vehicles including ATV's, motorcycles, cars and trucks are not allowed.

6. Insurance: The only insurance coverage that the City will maintain on the leased premises will be damage and casualty insurance on the structures and improvements (fences). Any other insurance will be the sole responsibility of the Lessee including insurance for their personal belongings, any vehicle or possessions stored on the City's premises, and medical or personal liability coverage for themselves, their families or guests.

7. Labor: From time to time, Lessee may be asked to perform additional services including but not limited to the following: field fence repair; cleanup of buildings and grounds, carpentry, and minor construction; field weed and rodent control, and this work will be part of the conditions of the exclusive lease being offered by the City.

8. Term of Agreement: This Lease will begin on _____ / _____ / 2012, and continue for a period of one (1) year with the possibility three (3) additional yearly extensions at the discretion of the City, based upon performance of the services described herein, provided, however, that either party may terminate this lease for its convenience or for any reason upon written notice to the other at least sixty (60) days prior to the proposed date of termination.

9. General Considerations: The Lessee agrees to keep the barn and area surrounding it in good condition. Lessee further agrees to maintain a spirit of peace and tranquility on the premises and keep a respectful attitude toward the public and natural surroundings, which have come about and are provided solely as a result of many years of constant work and attention.

10. Improvements: City reserves the right to improve the property, if funding and opportunity exists, during the term of this lease but shall not unreasonably disturb the Lessee's use of the Premises.

11. Use of Premises. The making of this Lease is expressly conditioned on Lessee's use of the Premises for horse boarding only, consistent with the land uses specified in the Westminster Municipal Code. If Lessee should ever use the Premises for any other use this Lease may be terminated forthwith by the City.

12. Premises are Leased "AS IS". Lessee accepts the Premises "as is" and acknowledges that City shall have no obligation for maintenance or repair of the Premises or for any injury that may result to Lessee's property, including livestock.

13. Lessee's Covenants. Lessee covenants and agrees to the following:

a. Lawful use. To use the Premises for no purpose prohibited by the laws of the United States or the State of Colorado, or the ordinances of the City of Westminster;

b. Entry by City. To allow the City at any reasonable hour of the day to enter into and go through the Premises;

c. Overloading. Not to permit the Premises, or the walls or floors thereof, to be endangered by overloading, or the Premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous.

d. Alterations, modifications. Not to make any alterations to, or modifications in or upon the Premises, including the installation or removal of attached fixtures, without first obtaining the City's written consent. No such alterations or modifications shall be made, except pursuant to plans submitted by Lessee to the City Manager or his designee. All such alterations or modifications shall be done in conformance with all applicable laws, codes, regulations, and rules of the City and the State of Colorado. All such alterations or modifications shall be done at the Lessee's expense. All such expenses shall be the sole financial responsibility of the Lessee. Further, unless the parties otherwise agree in writing, the Lessee shall be obligated to restore the Premises to the original condition as entered upon if requested to do so in writing by City;

e. Duty of care. To exercise reasonable care in the supervision of the Lessee's agents at all times when they are in or upon the Premises;

f. Damage by Lessee. To reimburse City for any expense incurred by it in repairing any damage to the Premises caused by Lessee, his employees or agents, or any person in their care;

g. Indemnity. To indemnify and hold harmless the City from and against any claim for personal injury or property damage resulting from any act or omission of Lessee or its agents;

h. Subletting. To sublet no part of the Premises, nor assign this lease or any interest therein without City's specific written consent;

i. Nuisance. Not to permit any disorderly conduct or nuisance whatever about the

Premises, the building in which they are located, or on the building grounds, having a tendency to annoy, disturb or interfere with other occupants in the surrounding area;

j. Surrender in good condition. At the expiration or termination of this lease to surrender and deliver up the Premises in as good order and condition as when the same were entered upon, loss by fire, inevitable accident and ordinary wear excepted;

14. City/Lessee Covenants: The City and the Lessee further covenant and agree that:

a. Emergency repairs. Notwithstanding any provision in this Lease Agreement to the contrary, Lessee agrees to perform all repairs of an emergency nature necessary to protect the Premises from undue and avoidable injury or damage.

b. City not responsible for Lessee's property. City shall have no responsibility or liability for any loss or damage to any personal property of the Lessee or any fixtures installed by the Lessee;

c. Flammable, hazardous materials. Lessee shall store no flammable, toxic, dangerous, hazardous or obnoxious materials anywhere in the Premises;

15. Untenantable conditions. If the Premises become so damaged by fire, flood, act of God or any other casualty not caused by the Lessee so as to render the Premises untenantable, the Lessee may terminate this Lease without further obligation, unless the damage is repaired by the City within 30 days, in which case the Lease will continue under the existing terms and conditions;

16. Insolvency of Lessee. If the Lessee becomes insolvent, or is declared bankrupt, the City may terminate this Lease forthwith, and all rights of the Lessee hereunder shall thereupon terminate;

17. Peaceable surrender. At the expiration of the term of this Lease, whether by passage of time or by act of the City as provided in this Lease Agreement, the Lessee shall surrender and deliver up the Premises peaceably to the City, and if the Lessee shall remain in possession after termination of this lease, the Lessee shall be deemed guilty of a forcible detainer of the Premises under the statute, and shall be subject to eviction and removal in accordance with state law;

18. Default. If default shall be made in any of the covenants or agreements contained in this Lease Agreement to be kept by Lessee, it shall be lawful, upon 30 days written notice, for the City to declare the term ended and to repossess the Premises in accordance with state law;

19. No waiver. No assent, express or implied, to any breach of any one or more of the covenants or agreements contained in this Lease Agreement shall be deemed or taken to be a waiver of any succeeding or other breach;

20. Designated representatives. The following persons are hereby designated by the parties as the persons responsible for the implementation of this lease:

For the City:
Richard Dahl, Park Services Manager
Rod Larsen, Open Space Supervisor
Don Tripp, Director of Parks, Recreation and Libraries.

For the Lessee:

21. Notices. Should Notices need to be sent or problems arise concerning this Lease the parties agree to contact:

For the Lessee:

For the City:

Richard Dahl, Park Services Manager [add contact information]

Rod Larsen, Open Space Supervisor

Don Tripp, Director of Parks, Recreation and Libraries

IN WITNESS WHEREOF the parties have executed this indenture the day and year first above written.

CITY

J. Brent McFall, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

LESSEE

Print name