

Posted on January 7, 2025 at 1400



**TOWN OF WIGGINS
BOARD of TRUSTEES
WORK SESSION**

JANUARY 8, 2025 at 7:00 P.M.

**304 CENTRAL AVENUE
WIGGINS, CO 80654**

***THE PUBLIC IS INVITED & ENCOURAGED TO ATTEND THE MEETING VIA ZOOM
OR WATCH ON YOUTUBE IF THEY ARE UNABLE TO ATTEND MEETING IN PERSON***

GO TO THE FOLLOWING SITE <https://us06web.zoom.us/j/85304053718> FOR THE MEETING LINK

WORK SESSION AGENDA

AGENDA TOPIC	ESTIMATED TIME
1. Discussion of Vehicle Lease Options	15 Minutes
2. Discussion on Dryland Farm Lease with the Miller's	10 minutes
3. Updates and Other Items	5 minutes

**PASTURE LAND LEASE AGREEMENT WITH HUNTING PRIVILEGES
(Knieval Property)**

THIS DRYLAND FARM LEASE AGREEMENT (“Lease”) is made and entered into this ____ day of _____, 2025, by and between TOWN OF WIGGINS, COLORADO, a Colorado municipal corporation (“Landlord”), and MICHAEL K. MILLER AND CAREY R. MILLER (collectively, the “Tenant”).

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. Leased Property. Landlord hereby leases to Tenant the following real property, as legally described on **Exhibit A** attached hereto, (hereinafter the “Leased Property”) located in the W 1/2 , Section 22, Township 4N, Range 60W of the 6th Principal Meridian. The Leased Property is approximately 270 acres as depicted in **Exhibit B**.

2. Term; Rent. The term of this Lease shall commence on the date first written above and ending on December 31, 2030, unless sooner terminated by the mutual written consent of the Landlord and Tenant or as provided in as provided in this Lease. As consideration for this Lease, Tenant shall pay Landlord rent in the amount of \$3,510.00 (\$13 acre x 270 acres), which such amount shall be due on or before January 31 of each year of this Lease.

3. Condition of Leased Property; Risk of Loss. Prior to signing this Lease, Tenant has inspected the Leased Property and leases it in an “as is” condition. No additional representation, statement or warranty, express or implied, has been made by or on behalf of the Landlord as to the condition of the Leased Property. In no event shall the Landlord be liable for any defect in the Leased Property or for any limitation on its use for farmland. Tenant assumes the risk of loss or damage to any crops or Tenant property, whether from windstorm, fire, earthquake, snow, flood, water run-off, soil conditions, or any other causes whatsoever. Tenant expressly recognizes that Landlord and other entities intend to store, recharge and use water adjacent to the Leased Property and hereby agrees it will not hold the Town or such other entities liable for any damages caused to the Tenant’s crops or other property by the storage, recharge and use of water adjacent to the Leased Property, including, but not limited to, any damage caused by a rise in the water table, flooding, or other damages or inconveniences which are a reasonably foreseeable consequence of Landlord’s and the other entities’ intended uses of the property adjacent to the Leased Property.

4. Permitted and Required Uses. Tenant may occupy and use the Leased Property for the following uses and practices:

a. Agricultural uses, including the open growing of crops and keeping of livestock, the types of which shall be approved by the Landlord in advance, but which approval by Landlord shall not be unreasonably withheld, delayed or conditioned, and at levels consistent with applicable zoning ordinances and regulations for the Leased Property, and with any soil and conservation plans applicable to the Leased Property. **This Lease is a dry land lease. Tenant shall not be entitled to use any water on the Leased Property for irrigation during the term of the Lease.**

b. Use of agrichemicals, including but not limited to, fertilizers and biocides, but only in those amounts and with that frequency of application necessary to accomplish Tenant’s permitted agricultural uses.

c. Control by legally authorized techniques of predatory animals and problem species which have caused or are likely to cause damage to crops or other property of Tenant.

d. Tenant shall be permitted, in Tenant's reasonable discretion to harvest the crops on the Leased Property and to use the buildings, corrals, storage bins and units, and business equipment necessary to complete the harvest and sale of the crops that are on the Leased Property as of the date of this Lease and that may be grown any time after the date of this Lease.

e. For hunting purposes during the season established and in accordance with the laws, rules and regulations of the State of Colorado and County of Morgan.

f. There shall be no principal use of the Leased Property other than for the uses described herein.

5. Limitation on Hunting Privileges.

a. Tenant and their guests shall have and possess valid Colorado hunting licenses that cover the species the Tenant intends to hunt on the Lease Property.

b. Tenant and their shall comply with all Colorado, federal and local hunting laws and regulations. Should Tenant or any guest violate applicable laws and regulations, Landlord may immediately terminate this Lease.

c. While on the Leased Property, Tenant and their guests shall: (1) maintain safe gun handling practices; (2) never shoot in the direction of any people, buildings or livestock; (3) leave all gates as Tenant finds them; (4) use proper care in crossing fences; (5) operate vehicles only on established roadways or lanes; (6) not use alcohol or unlawful drugs; and (7) build no fires.

d. Tenant agrees that the Leased Property shall be kept free of litter at all times and that litter or trash will be removed by Tenant.

e. Tenant may allow guests to use the Leased Property when accompanied by Tenant, but Tenant is prohibited from charging a fee or requiring remuneration in exchange for granting permission to anyone to hunt on the Leased Premises. Further, no commercial hunting, fishing or guide activities may occur on the property by the Tenant or his guests.

f. Tenant recognizes the inherent dangers associated with hunting, both natural and human- created. Tenant recognizes that accidents involving firearms, ammunition, falling trees, hidden ground openings, poisonous plants and animals and various other dangers may forcibly occur on the Leased Property. Tenant acknowledges his recognition of these dangers and the possible existence of dangerous physical conditions upon the premises such as, but not limited to, those described on the enclosed map. With the aforementioned recognitions in mind, Tenant agrees to indemnify and hold harmless Landlord, its officials, officers, employees and agents from all claims, suits, losses, personal injuries, deaths, property liability and all other liability resulting directly or indirectly from or on account of hunting activities engaged in by Tenant or Tenant's guests on the Leased Property, said obligation to indemnify extending to the reimbursement of Landlord for all expenses and suits including but not limited to, judgments, attorney fees and court costs

6. Maintenance. Landlord shall have no obligation to repair, replace, improve or maintain any portion of the Leased Property. Tenant shall at all times during the term of this Lease and at Tenant's sole expense maintain the Leased Property in a reasonably good and safe condition. Tenant shall use reasonable care to prevent waste, damage or injury to the Leased Property, and shall conduct agricultural operations in accordance with prevailing standards of husbandry. Tenant, and Tenant's agents and employees, may not cut or damage trees, roads, water facilities, ponds or dwellings, fences, buildings or other property on the Leased Property without the prior written consent of Landlord, which consent shall not be unreasonably conditioned, delayed or withheld by Landlord. Tenant, and Tenant's agents and employees, agree to repair any material damage Tenant, or Tenant's agents and employees, may cause on the Leased Property and to return the Leased Property to Landlord in the condition a reasonable person would expect the Leased Property to be in after the completion by Tenant, and Tenant's agents and employees, of the Permitted and Required Uses in Section 4 of this Lease excepting ordinary wear and tear and damage by acts of God. Tenant, and Tenant's agents and employees, shall comply with all applicable ordinances, resolutions, rules and regulations in its use and occupancy of the Leased Property. If Tenant fails to comply with its obligations under this Section, Landlord may at its option terminate this Lease as provided herein or take such measures as it determines necessary to bring the Leased Property into compliance with the terms of this Lease, and the cost of such measures shall be paid by Tenant. Upon termination of this Lease, Tenant shall return the Leased Property to Landlord in the condition a reasonable person would expect the Leased Property to be in after the completion by Tenant, and Tenant's agents and employees, of the Permitted and Required Uses in Section 4 of this Lease excepting ordinary wear and tear and damage by acts of God.

7. Utilities, Supplies & Equipment. During the term of the Lease, Tenant shall be solely responsible for payment of all utility services for the Leased Property (if any). Tenant shall promptly pay all utility charges as they become due. Tenant shall be solely responsible for the costs of all labor, machinery, fertilizer, chemicals, seed and other items needed for farming, and shall promptly pay for all labor and materials furnished at the instance of Tenant.

8. Alterations and Improvements. Tenant shall not place, build, expand, alter or add to any structures or other improvements on the Leased Property without the Landlord's prior written consent, which consent may not be unreasonably conditioned, delayed or withheld by Landlord.

9. Non-liability of Landlord. Landlord shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property placed or located on, at, or in the Leased Property, it being acknowledged and understood by Tenant that the safety and security of any such property is the sole responsibility and risk of Tenant.

10. Right of Entry; Reserved Uses. Upon prior notice to Tenant, Landlord shall at all times have the right to enter the Leased Property to inspect, improve, maintain, alter or utilize the Leased Property at reasonable times and in any reasonable manner authorized to Landlord and which does not unreasonably interfere with Tenant's use and enjoyment of the Leased Property. In the exercise of its rights pursuant to this Lease, Tenant, and Tenant's agents and employees, shall use reasonable efforts to avoid any material damage or material interference with any Landlord installations, structures, utilities, or improvements on, under, or adjacent to the Leased Property.

11. Tenant Liability. Tenant shall be solely responsible for any reasonable and documented material damages suffered by Landlord as a result of Tenant's use and occupancy of the Leased Property. Tenant agrees to indemnify and hold Landlord, its officers, agents, and employees harmless from and against all reasonable and documented liability, claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of, resulting from, or in any way connected with (a) Tenant's use and occupancy of the Leased Property; (b) any mechanics liens claimed or recorded against the Leased Property as a result of Tenant's use or occupancy thereof; or (c) the rights and obligations of Tenant under this Lease.

Tenant agrees to hold harmless and make no claim against Landlord, its officers, agents, and employees for any damages which may be caused by the acts of Landlord, its officers, agents, and employees, to Tenant's crops, property or improvements located upon the Leased Property; however, this shall not apply with respect to the grossly negligent, wanton and willful acts of Landlord, and Landlord's agents and employees.

12. Insurance. Tenant shall purchase and maintain for the full term of this Lease farm liability and general liability insurance, with minimum coverage of not less than \$350,000 for any injury to one person in any single occurrence, and \$1,000,000 for any injury to two or more persons in any single occurrence. The general liability insurance policy shall include coverage for bodily injury, property damage, and personal injury. Tenant shall also maintain workers compensation and employers liability insurance if and as required by the provisions of the Workers Compensation Act, as amended, of the State of Colorado. Before commencement of activities under this Lease, Tenant must present evidence of the required coverages to the Landlord. The required coverages shall be maintained for the term of this Lease, and Tenant shall notify the Landlord of any material reduction or exhaustion of aggregate policy limits. If Tenant fails to purchase or maintain the insurance coverage stated required herein, the Landlord shall have the right to procure such insurance coverage at Tenant's expense.

13. Non-Waiver of CGIA. The parties understand and agree that Landlord is relying on and does not waive or intend to waive by any provision of this Lease the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. ("CGIA") as from time to time amended, or otherwise available to Landlord its officers, or its employees.

14. Breach; Remedies; Termination. At Landlord's option, it shall be deemed a breach of this Lease if Tenant defaults in the performance of any term of this Lease. In the event Landlord elects to declare a breach, Landlord shall give Tenant twenty (20) days written notice requiring compliance with the specified terms and conditions of this Lease, or delivery of the possession of the Leased Property. In the event any default remains uncorrected after twenty-one (21) days written notice, Landlord, at Landlord's option, may declare the Lease term ended, repossess the Leased Property and expel Tenant without being deemed guilty of a trespass or of a forcible entry and detainer and without prejudice to any other remedies to which Landlord may be entitled. In addition to the foregoing, Landlord may immediately terminate this Lease if Landlord determines in its reasonable discretion that Tenant's use of the Leased Property poses a material human health, safety or welfare hazard or violates applicable laws, regulations, ordinances or water court decree, which such hazard or violation cannot be remedied. Further, the Landlord may terminate this Lease upon sixty (60) days' written notice to Tenant in the event Landlord determines to develop or use all or a portion of the Leased Property in a manner Landlord determines will be incompatible with the continuation of this Lease, or if Landlord determines that all or a portion of the Leased Property is needed for the exclusive use of Landlord.

15. Notice. Any notices or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient party and its address set forth in the first paragraph of this Lease. Notices shall be effective upon mailing.

16. Non-Waiver. Waiver by Landlord of any breach of any term of this Lease shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.

17. No Sublease. The Lease granted herein is personal to the parties hereto, and Tenant may not sublease or assign any of its interest in the Lease without the Landlord's prior written consent. The foregoing shall not preclude a lender's interest in crops.

18. Status of Tenant. Tenant acting under this Lease is not an employee, agent or joint venture of the Landlord. Tenant's operations will not be supervised by any employee or official of the Landlord, nor will Tenant exercise supervision over any employee or official of the Landlord. Tenant shall not represent that Tenant is an employee, agent or joint venture of the Landlord. Tenant shall supply all personnel, equipment and materials at Tenant's sole expense. **Tenant is not entitled to Workers' Compensation benefits from the Landlord, and is obligated to pay federal and state income tax on money earned pursuant to this Lease.**

IN WITNESS WHEREOF, the parties have entered into this Dryland Farm Lease Agreement on the date first above written.

LANDLORD: TOWN OF WIGGINS

By: _____
Chris Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk

TENANT:

By: _____
Michael K. Miller

By: _____
Carey R. Miller

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PROPERTY

That property north of the Bijou canal and consisting of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of Section 15, Township 4 North, Range 60 West of the 6th and the NE $\frac{1}{4}$ of the W $\frac{1}{2}$ of Section 22, Township 4 North, Range 60 West of the 6th as further depicted on the attached drawing.

EXHIBIT B
DEPICTION OF LEASED PROPERTY