

AGRICULTURAL LEASE
***PECK* Agricultural Open Space**

RFP # 5234-09



REQUEST FOR PROPOSAL

SUBMITTAL DUE DATE:

Friday, January 8, 2010
2:00 p.m.

BOULDER COUNTY PURCHASING
JENNY OLBERDING
PURCHASING AGENT

2020 13th STREET
BOULDER, CO 80302
(303) 441-3525

P O BOX 471
BOULDER CO 80306
(303) 441-4524

REQUEST FOR PROPOSAL

The Boulder County Parks and Open Space, Agricultural Resource Management Division, is seeking proposals from qualified bidders for the **PECK** Agricultural Open Space property.

A property description and map are attached.

Proposals are due in the Purchasing Office for time and date stamping by **2:00 p.m., Friday, January 8, 2010**. **Two (2) unbound copies of the proposal must be submitted in a sealed envelope, clearly marked as RFP# 5234-09, and delivered to the Purchasing Office, 2020 13th Street, Boulder, CO 80302, or mailed to Boulder County Purchasing, P.O. Box 471, Boulder, CO 80306. All Overnight, Express and Priority Mail should be directed to the above street address. All RFP's must be received and time and date stamped in the Purchasing Office by the above due date and time. Any RFP's received after due date and time will be returned, unopened to the bidder. No faxed or emailed proposals will be accepted.**

PLEASE, DO NOT deliver completed RFP's to the Parks and Open Space Administrative Building in Longmont.

A RECOMMENDED PRE-PROPOSAL MEETING will be held on Tuesday, December 15, 2009, 10:00 a.m., at the Boulder County Fairgrounds, Clover Building, 9595 Nelson Rd, Longmont, Colorado 80501. Questions, please call 303/678-6200 for directions. An optional property tour will follow the pre-proposal meeting.

To be best informed, interested parties are strongly encouraged to attend both the pre-proposal meeting and tour.

The property tour will be held immediate following the pre-proposal meeting.

The Board of County Commissioners reserves the right to reject any and all proposals, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

If you need special services provided for under the Americans with Disabilities Act, contact Julia Yager, ADA Coordinator, or the Human Resources office at 441-3508 at least 48 hours before the scheduled event.

By: Jenny Olberding, Purchasing Agent

TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

1. Proposer's are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposal shall furnish and include the information required; the unit price for each item bid must be shown; a total for each item bid must be entered, and in any case of error in extension, unit price prevails. (Proposal may be awarded on an "each basis" or "complete lot proposal".)
3. The Contract/Purchase Order will be awarded to that responsible bidder whose proposal conforming to the Request for Proposal, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder (Office of Purchasing) reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of a proposal or all items bid if deemed in the best interest of the County of Boulder to do so.
5. No proposal shall be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
6. Late or unsigned proposals will not be accepted or considered. It is the responsibility of bidder to insure that the proposal arrives in the office of the County Purchasing Agent prior to the time indicated in "Request for Proposal."
7. The proposed price shall be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
8. Any interpretation, correction or change of the RFP Documents will be made by Addendum. Interpretations, corrections and changes of the RFP Documents made in any other manner will not be binding, and Bidder shall not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
9. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Bidders are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Bidders are encouraged to offer products and equipment with post consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.
10. Confidential/Proprietary Information: Proposals submitted in response to this RFP and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the proposal itself. **Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the bid. Co-mingling of confidential/proprietary and other information is NOT acceptable.** Neither a proposal in its entirety, nor proposed price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential

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PECK Agricultural Open Space INFORMATION

Location:

Located on the west side of 95th St. between 95th and the Diagonal, along Left Hand Creek

Property Description:

Approximately 20 acres, ideal for small acreage farm or growers association.

Irrigation Water:

Fully irrigated farm with up to 3 acre-feet/acre of Left Hand Ditch Company water shares.

Fencing:

Boundary fence on all but east side

Facilities:

No facilities

Management Considerations:

Electric service will be added for an irrigation system. Peck farm is offered for cash lease of \$100/acre per year.

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EVALUATION CRITERIA

The following criteria will be used to evaluate proposals and award lease:

1. Ability of prospective tenant to provide the best stewardship of the property.
 - Proposed operation. Incorporation of farming and/or grazing management practices that conserve soil, water, rangeland and other resources.
 - Flexibility of proposed operation
 - Agricultural experience and past performance in agricultural endeavors.
 - Ability to meet equipment requirements for the proposed operation.
 - Ability to meet the financial demands of proposed operation.

Proposals will be evaluated by an evaluation team consisting of staff from the Parks and Open Space Department and the CSU Cooperative Extension Service. The evaluation team's recommendation will then be presented to the Board of County Commissioners and/or the Parks and Open Space Director for approval.

SUBMITTAL PAGE
Agricultural Lease
PECK Agricultural Open Space
RFP # 5234-09

Failure to sign and return this submittal page with your proposal may be cause for rejection. Please complete this page.

I certify that I am not currently an employee of Boulder County, and to the best of my knowledge, none of my employees or agents are currently employees of Boulder County. I also certify that I am not related to any Boulder County employee or Elected Official.

SIGNATURE: _____ **Note: If you cannot certify the above statements, please explain in the space provided below:**

Company Name

Print or Type Name

Signature of Proposer

***NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.**

Business Address

City

State

Zip Code

Phone #

Fax #

E-Mail Address

ATTEST: Secretary

Corporate Seal

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SUBMITTAL QUESTIONNAIRE – PECK Agricultural Open Space

Please answer the following questions. Attach additional pages as needed for each question. Pages 7 & 8 must be submitted with your answers and be sure to refer to the question # for each of your responses.

Name: _____

EMAIL ADDRESS: _____

Address: _____

City, State, Zip Code: _____

Phone No.: _____

Signature: _____

1. Describe the operation you propose for this property with as much detail as possible. Please include practices that conserve soil, water, and other resources. Use the following key points as applicable and add other key points if necessary.

A.) Crop Production: (Crops raised, tillage, irrigation)

B.) Grazing:

- 1.) Approximate number of Livestock and Class (Pairs, yearlings, bulls, etc.):
- 2.) Season of use (time(s) of the year you are most likely to use pasture; winter, spring, summer, fall.
- 3.) Describe grazing management practices you will implement.
- 4.) Describe other pasture management you will implement (other than grazing management).

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SUBMITTAL QUESTIONNAIRE – PECK Agricultural Open Space

C.) Other details of your management not included above:

- 1) If you are currently involved in other agricultural enterprises, briefly describe the operation(s). Include general locations.
- 2) How will the Boulder County agricultural land you are proposing to lease, fit in with the rest of your operation?
- 3) Please describe your agricultural background.
- 4) Please list the machinery and equipment needs for your planned operation on the property and how you will meet those needs. (Own, lease, borrow, hire custom, etc.)
- 5) Describe how you will meet the labor demands for the proposed operation. Are you involved in your agricultural enterprises on a full-time basis? If not, what percentage of your time is dedicated to agricultural pursuits?
- 6) Bidder may be required to provide financial references.
- 7) Please provide personal references that are familiar with your agricultural experience.

Name

Phone #

_____	_____
_____	_____
_____	_____

- 8) If you plan to manage an organic operation, please describe your experience in organic production.

As on page 4, this property will be leased at \$100/acre.

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SUBMITTAL QUESTIONNAIRE – PECK Agricultural Open Space

I authorize Boulder County, Parks and Open Space Department to contact the financial institution/person referenced below:

Name of Financial Institution

Contact Person

Phone Number

Email (if known)

Bidder's Signature/Authorization to Contact the Abovementioned

SAMPLE LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter referred to as "Lease" or "Agreement", is made to be effective as of the 1st day of ** January, 200__, between the County of Boulder, a body corporate and politic, hereinafter referred to as "Landlord" or "County", and _____, whose address is _____, hereinafter referred to as "Tenant".

In consideration of the mutual covenants contained herein and other valuable consideration, the parties hereto agree as follows.

1. LEASE OF PREMISES

The Landlord and Tenant hereby agree to enter into a lease for approximately _____ acres of land known as the _____ Open Space, Boulder County, Colorado, hereinafter referred to as the "Leased Premises", legally described in Exhibit A, and as shown on the map attached hereto as Exhibit B, which exhibits are made a part hereof by this reference.

****Included in the Leased Premises are the following structures, facilities and equipment as identified on Exhibit B;**

**** center pivot irrigation system, _____.**

2. TERM

The term of this Lease shall commence on _____ 20__, **** (OR) the execution hereof **** and shall end on December 31, 20__, unless terminated by Landlord at an earlier date, as provided in Paragraph 18 of this Agreement. **** THE INITIAL TERM FOR ALL LEASES SHALL BE ONE YEAR **** If Tenant is in compliance with all the terms of the Lease, including all rental payments due, Tenant, at Tenant's option, may renew the Lease upon the same conditions for up to two additional one-year terms. If Tenant chooses to exercise either of the two options to renew the Lease, Tenant must provide written or verbal notice to Landlord by **December 15** of the year prior to the applicable option year. Any work or preparation for farming after termination/expiration of the Lease term shall not constitute or be construed as a renewal of the terms of this Lease.

****USE THIS PARAGRAPH IF THERE IS A POSSIBILITY THAT THE PROPERTY MAY BE SOLD DURING THE TERM OF THIS LEASE****

Landlord may also terminate this Lease if it sells the Leased Premises to a third party. In the event Landlord sells the Leased Premises to a third party prior to the expiration of this Lease, Landlord shall provide written notice to Tenant of such sale no less than thirty (30) days prior to the date of sale. Tenant reserves the right to negotiate a new lease with the new owner. However, if Tenant is unable to negotiate a new lease with the new owner, Tenant may remain in possession of Leased Premises after the sale until: (a) the later of 60 days or the end of the current growing season (the growing season being from March 1 to October 31); or (b) the later of 60 days or the start of the next growing season if the sale occurs during the dormant season.

**** IF LANDLORD WANTS TENANT TO VACATE ONE OF THE PARCELS****

Landlord and Tenant agree that, notwithstanding anything in this Lease to the contrary, Landlord may terminate the Lease as to ****Name of Parcel**** at any time upon thirty (30) days written notice to Tenant.

****USE THIS PARAGRAPH IF THERE IS A POSSIBILITY THAT THE TENANT OWNS A HOMESTEAD ON THE PROPERTY AND SELLS TENANT'S PROPERTY DURING THE TERM OF THIS LEASE****

In the event Tenant owns property adjacent to the Leased Premises ("Tenant's Property"), Landlord may terminate this Lease if Tenant sells the Tenant's Property to a third party. In the event Tenant sells the Tenant's Property to a third party prior to the expiration of this Lease, Tenant shall provide written notice to Landlord of such sale no less than thirty (30) days prior to the date of sale. Landlord reserves the right to terminate the Lease and negotiate a new lease with the new owner or lease the property to a new tenant, at Landlord's sole discretion. Tenant may remain in possession of Leased Premises after the sale for up to 30 days, but must remove all personal property within that time period

3. RENT

****Cash Rent****

Tenant shall pay the Landlord rent of ** DOLLARS (\$ **.00) per annum, based on _____ acres at ** DOLLARS (\$ **.00) per acre and shall be paid as follows:

_____. FINAL PAYMENT MUST BE RECEIVED BY
DECEMBER 15 OF THE APPLICABLE YEAR.

Within thirty (30) days of planting perennial crop seed, Tenant shall submit to Landlord written evidence of the cost of such seed. Should Tenant cease to lease the Leased Premises within five (5) years after Tenant's planting perennial crop seed, unless the Lease is terminated pursuant to Paragraph 18, Landlord shall reimburse Tenant a pro rata share of the cost of such perennial crop seed. Such reimbursement shall be paid to Tenant within thirty (30) days after expiration or termination of this Lease. At the Landlord's sole discretion, the reimbursement for perennial crop seed may be credited against the final cash rent payment due from Tenant.

-OR-

****CROP SHARE RENT**

Rent is based on the following crop share arrangement as follows:

1. Alfalfa, grass and other forage crops harvested mechanically:

a. Crop Share:

Landlord receives One-half (1/2) of the crops / Tenant receives One-half (1/2) of the crops

b. Cost Share:

Seed – 100% furnished by Landlord

Cost and application of Herbicide, Insecticide, Fertilizer and Pesticide - One-half (1/2) Landlord / One-half (1/2) Tenant

Mowing, Raking - Tenant provides all

Baling, Stacking - One-half (1/2) Landlord / One-half (1/2) Tenant

-AND-

2. Beans, corn, small grains, and other crops:

- a. Crop Share:
Landlord receives One-half (1/2) of the crops / Tenant receives One-half (1/2) of the crops
- b. Cost Share:
Seed – 100% furnished by Landlord
Cost and application of Fertilizer, Herbicide, Insecticide and Pesticide - One-half (1/2) Landlord / One -half (1/2) Tenant
Harvest - One-half (1/2) Landlord / One -half (1/2) Tenant
- c. Freight expense:
a. within 5 miles of Leased Premises – 100% Tenant
b. over 5 miles from Leased Premises - One-half (1/2) Landlord / One-half (1/2) Tenant
c. Comparative freight expense deducted from price of feed crops purchased by producer.
- d. Crop Residue:
Crop Share:
Landlord receives One-half (1/2) of the crop residue / Tenant receives One-half (1/2) of the crop residue
Cost Share:
One-half (1/2) of expenses to Landlord / One-half (1/2) of expenses to Tenant

-OR-

2. Beans, corn, small grains, and other crops:

- a. Crop Share:
Landlord receives One-third (1/3) of the crops / Tenant receives two-thirds (2/3) of the crops
- b. Cost Share:
Seed – 100% furnished by Tenant
Cost and application of Fertilizer, Herbicide, Insecticide and Pesticide - One-third (1/3) Landlord / Two-thirds (2/3) Tenant
Harvest - 100% furnished by Tenant
- c. Freight expense:
1. within 5 miles of Leased Premises – 100% Tenant
2. over 5 miles from Leased Premises - One-third (1/3) Landlord / Two-thirds (2/3) Tenant
3. Comparative freight expense deducted from price of feed crops purchased by producer.
- d. Crop Residue:
Crop Share:
Landlord receives One-third (1/3) of the crop residue / Tenant receives two-thirds (2/3) of the crop residue
Cost Share:

One-third (1/3) of expenses to Landlord / two-thirds (2/3) of expenses to
Tenant

AND/OR

3. Sugar Beets:

a. Crop Share:

Landlord receives One-fourth (1/4) of the crops / Tenant receives Three-fourths (3/4) of the crops

b. Cost Share:

Seed – 100% furnished by Tenant

Cost and application of Fertilizer – One-half (1/2) Landlord, One-half (1/2) Tenant

Cost and application of Herbicide, Insecticide and Fumigant - One-fourth (1/4)

Landlord / Three-fourths (3/4) Tenant

Freight - One-fourth (1/4) Landlord / Three-fourths (3/4) Tenant

Harvest - 100% furnished by Tenant

For any reimbursable crop share expense, Tenant shall submit to the Landlord, within sixty (60) days after incurred, written evidence of the cost of such expense. Any expenses incurred by the Tenant, not presented to the Landlord in the time allowed, shall be reimbursed only at Landlord's sole discretion.

****DO NOT REMOVE THE FOLLOWING PARAGRAPHS FOR CROP SHARE RENT****

Tenant shall harvest the crop and deliver it to a mutually agreed upon market. Within 30 days after harvest, but in no event later than **November 15** of the applicable year of the Lease, Tenant must give Landlord production numbers and revenue totals. The only exception to this deadline shall be if, prior to November 15 of the applicable year, the Director of the Boulder County Parks and Open Space Department gives Tenant written approval to provide these figures after November 15. Upon completion of harvest, Tenant shall furnish Landlord with documentation confirming sale or storage of Landlord's share of the crop in Landlord's name. Remittance of sale proceeds or verification of stored crop is due within thirty (30) days of completion of harvest, but in no event later than **December 15** of the applicable year of the Lease or option, or the Director of the Boulder County Parks and Open Space Department may give written approval prior to December 15th of the applicable year as to the date the crop is marketed. Tenant reserves the right to purchase Landlord's share of the crops. If Tenant wishes to purchase the Landlord's share of crop, Tenant must inform Landlord of his/her/it's intentions to buy no later than 30 days after harvest. Total payment for this share of the crop must be paid in full by December 15th of each year to the Landlord.

Sale of Crop to Tenant:

Prices for the following crops shall be established as follows:

- a. Alfalfa price will be determined at each cutting depending upon quality and prevailing market price
- b. The price of corn silage will be determined at prevailing market price at time of sale, less a freight deduction of **** \$1.50 **** for each gross ton.
- c. Shelled corn (including high moisture corn and other small grains) will be purchased at prevailing market price at harvest, less a freight deduction of **** \$ 0.20 **** per bushel (corn- **** 56 lbs. ****).
- d. Payment for feed crops purchased by Tenant will be according to paragraph 3 of the Lease.

Rent payment shall be satisfied upon receipt of sale proceeds from, or verification of storage of, Landlord's share, in Landlord's name. Landlord reserves the right to sell Landlord's portion of the crop at Landlord's discretion at any time during the Lease term. Proceeds or notice shall be mailed to the Attn: Accounts Receivable Department, Boulder County Finance, P.O. Box 471, Boulder, CO 80306.

-OR-

****RENT FOR GRAZING**

In addition to the Cash Rent, for crop not harvested mechanically and for crop after-math that is grazed, the Tenant shall pay the Landlord rent equal to **** DOLLARS/CENTS (\$0.**)** per animal unit equivalent per day ("AUD"). The total rent owed for each year shall be established at the end of each grazing season by an accounting between the Landlord and the Tenant, hereinafter referred to as the "Final Accounting". Rent shall be paid as follows: The total rent payment shall be due 30 days after the Final Accounting for each grazing season, but in no event later than **December 15** of the applicable year of the initial term of the Lease. Thereafter the final rent payment during the term of any option shall be due 30 days after the Final Accounting for each grazing season throughout the term of any option but in no event later than **December 15** of the applicable year of the option. ****OR**** Thereafter, one-half of the estimated annual rent shall be due on January 1 of each year during the term of any option, and the final rent payment shall be due 30 days after the Final Accounting for each grazing season throughout the term of any option but in no event later than December 15th of the applicable year of the option.

RENT OF YARDAGE

If any grazing on aftermath occurs whereby animals are provided with feed not grown on the Leased Premises, Tenant shall pay the Landlord FIVE CENTS (\$0.05) per AUD
****KEEP THE FOLLOWING SENTENCE EVEN IF YOU DELETE GRAZING PARAGRAPH****

****IF ANY PORTION OF THE LEASED PREMISES ARE ACTIVELY UNDER ORGANIC CROP CERTIFICATION, USE THIS PARAGRAPH****

ORGANIC CERTIFICATION

For acreage in transition from conventional to organic production methods, with prior written agreement of Landlord, Tenant's rent will be reduced by 50% for each of the three years of the organic certification process. In the event Tenant receives organic certification after the three-year certification process, Landlord will pay any certification fees for the initial year following certification, if those fees are not otherwise paid for by other incentive programs. In the County's discretion, the Lease may be extended for an additional two years beyond the term described in paragraph 2 of this Lease, if certification is obtained within the term of the Lease.

Rent is due by 4:30 p.m. on the specified date by mail to the Boulder County Finance Department, Attn: Accounts Receivable, P.O. Box 471, Boulder, Colorado 80306.

4. LATE PAYMENTS

If any of the payments for ****cash rent, rent for grazing, crop share rent and/or water assessments**** or any other payments due under this Lease are more than thirty (30) days past due, the balance due and owing shall begin to accrue interest after 4:30 p.m. on the due date at a rate of 1.5 percent per month. Tenant may not exercise any option to renew the Lease if Tenant is not current with rental payments at the time Tenant gives notice of intent to exercise the option.

5. USE

Tenant shall use the Leased Premises for the purpose of agricultural production.

6. WATER RIGHTS

Tenant acknowledges that there are no water rights available for irrigation of the Leased Premises.

-OR-

Tenant acknowledges that the following irrigation water rights are owned by the Landlord and available to Tenant for agricultural use:

_____ shares of the _____ Ditch Company water.

The irrigation water is to be used for irrigation of the Leased Premises only. Landlord shall be responsible for payment of water assessments for this/these share/s. ** Tenant agrees to reimburse Landlord for payment of the water assessments as invoiced by Landlord. Payment shall be made within 30 days from the date of receipt of Landlord's invoice **. Tenant acknowledges that Landlord makes no guaranty or representation as to the amount or quality of water any shares or other interest in a water right(s) will provide. Tenant shall be responsible for acquisition of, and payment for additional rental water to be used on the Leased Premises, including ditch carrying charges resulting from such rental. ****USE THE FOLLOWING SENTENCE FOR CROP SHARE OR GRAZING LEASES ONLY**** On rare occasions, Landlord may participate in purchase of rental water, but only after prior written agreement is given by the Director of the Boulder County Parks and Open Space Department, based on a determination that the additional water will add considerable yield to the property. Additionally, if pumping is necessary for irrigation, the Tenant shall be responsible for any utility charges or fuel to pump water associated with any system. Tenant further agrees to provide County with an irrigation schedule that provides a record of quantities of irrigation water used, and of starting and ending dates of annual irrigation.

-OR-

If a center pivot system is included with the Lease, Tenant shall be responsible for all labor charges for general annual repairs and maintenance and Landlord shall be responsible for all parts charges for general annual repairs and maintenance on such system. Landlord shall be responsible for major repair costs of the pivot sprinkler, such as pump replacement and/or repair of other major components, provided there has been no negligence in performing annual repairs, maintenance, and operation of said system on the part of the Tenant.

7. PROPERTY MANAGEMENT

Tenant shall manage the Leased Premises consistent with a Soil and Water Conservation Plan as prepared and approved by the ****Longmont OR Boulder Valley**** Conservation District, or their successors, in cooperation with the Natural Resource Conservation Service, hereinafter referred to as "NRCS", which Plan shall be current during each Lease period. Tenant shall file and certify acreage with the Boulder County Consolidated Farm Service Agency, and maintain and submit production, fertilizer and chemical application records as required by the federal government, or as required hereunder. Tenant shall be held responsible and accountable for any degradation to the land and/or ecological integrity of the area as a result of failure to adhere to any of the requirements under the terms of the Soil and Water Conservation Plan. Such failure by Tenant shall be grounds for termination of the Lease.

Tenant shall also assist Landlord in developing an annual, written agricultural ** management plan and an annual, written integrated weed management plan prior to each growing season. As the growing season progresses, the plans may be modified as conditions, such as weather, vary. Tenant agrees to implement management according to these plans, and to any modifications made to the plans by the Landlord.

Tenant shall take all measures necessary to prevent pollutants from entering storm drains of watercourses. For the purpose of eliminating stormwater pollution, Tenant shall implement effective Best Management Practices (BMPs). BMPs include general good housekeeping practices, appropriate scheduling of activities, operational practices, maintenance procedures and other measures to prevent then discharge of pollutants directly of indirectly to the storm drain system. These BMPs shall be maintained for the duration of the Tenant's lease. Tenant shall also be responsible for proper disposal of all waste materials, including wastes generated by the implementation of BMPs.

Tenant shall comply with all of the terms set forth in the current protocols for genetically modified crops to be grown on Boulder County Parks and Open Space. Current copies of the protocols will be kept on file with the County's Agricultural Operations office and are available for inspection and copying during normal business hours.

****USE THIS PARAGRAPH ONLY IF GRAZING****

The vegetation on the Leased Premises shall not be over grazed. Grazing shall occur only if adequate forage is available. Landlord will monitor grazing and the natural resources impacted by grazing. Such natural resources shall include but not be limited to soils, vegetation, water, and wildlife. Landlord has authority to require Tenant to make any adjustments with respect to grazing. Any adjustments required by Landlord shall be executed by Tenant within the time period required by Landlord. If Tenant fails to do so, Landlord may remove grazing animals and Tenant shall be responsible for any expenses incurred as a result of such removal. Tenant shall be held responsible and accountable for any damage to pasture and ecological integrity of the area as a result of failure to adhere to any of Landlord's requirements under the terms of the Management Plan. Such failure by Tenant shall be grounds for termination of the Lease.

8. RENEWAL

(**use this clause for everything except dryland crops.)**

If Landlord elects to renew the Lease beyond the Tenant's second option to renew, and Tenant is in compliance with all the terms of the Lease, including all rental payments due, Landlord shall notify Tenant of the renewal terms, in writing, on or before July 31 of the year of the last option. Tenant shall have fifteen (15) calendar days from the receipt of said notice to accept or reject, in writing, a renewal of the Lease.

If Landlord and Tenant do not agree to renew this Lease for any cause, Landlord, or its agent, may enter the Leased Premises after Tenant has harvested the then-current crop, in order to begin preparatory work for future crops.

(**use this clause for dryland crops.)**

If the parties do not agree to renew this Lease for any cause on or before March 31 of the last year of the Lease term or option, Tenant shall not begin summer fallow preparations or any other work preparatory for future crops. Additionally, Landlord or any agent of the Landlord, may enter upon the

Leased Premises after March 31 or after harvest of current year crop for fallowing operations and also after harvest of current year crop in order to begin preparatory work for future crops.

9. REMOVAL OF PERSONAL PROPERTY

Tenant shall have the duration of the Lease term to remove all of Tenant's personal property from the Leased Premises, unless Landlord terminates this Lease as provided in Paragraph 18 of this Agreement. Tenant agrees that any personal property of Tenant remaining on the Leased Premises after the end of the Lease term, or termination of the Lease, shall be deemed abandoned by Tenant and Landlord shall have the right to dispose of any such personal property in any manner Landlord deems appropriate. Tenant will be liable for any disposal costs incurred by Landlord.

10. DELIVERY OF POSSESSION

The Tenant shall be entitled to possession of the Leased Premises at 7 a.m. on the date of commencement of the Lease term.

11. TERMINATION

This Lease shall terminate at the end of the Lease term or, if an option has been exercised, at the end of the option period, unless a new Lease for a new term, is executed by both parties. This Lease shall also terminate upon Tenant's death. Additionally, the Landlord may terminate this Lease pursuant to the provisions of Paragraph 18 contained herein.

****USE THIS PARAGRAPH IF THERE IS A POSSIBILITY THAT THE TENANT OWNS A HOMESTEAD ON THE PROPERTY AND SELLS TENANT'S PROPERTY DURING THE TERM OF THIS LEASE****

In the event Tenant owns property adjacent to the Leased Premises ("Tenant's Property"), Landlord may terminate this Lease if Tenant sells the Tenant's Property to a third party. In the event Tenant sells the Tenant's Property to a third party prior to the expiration of this Lease, Tenant shall provide written notice to Landlord of such sale no less than thirty (30) days prior to the date of sale. Landlord reserves the right to terminate the Lease and negotiate a new lease with the new owner or lease the property to a new tenant, at Landlord's sole discretion. Tenant may remain in possession of Leased Premises after the sale for up to 30 days, but must remove all personal property within that time period.

Tenant agrees to reside within thirty miles of the borders of Boulder County. In the event Tenant moves beyond the 30 miles from any Boulder County border, County may, at its sole discretion, terminate the Lease.

12. HOLDOVER

If Tenant holds over after the expiration or termination of this Lease agreement, Tenant shall occupy the Leased Premises on a month-to-month basis at a rental rate and rental terms to be specified by the Landlord unless a new Lease, for a new term, is executed by both parties within thirty (30) days of the termination of this Lease.

13. INSURANCE REQUIREMENTS

Tenant shall purchase, maintain and keep current, at Tenant's own expense, the following insurance coverage:

a. A Commercial General Liability Insurance or Farmer's Liability Insurance Policy with minimum limits of \$600,000.00 combined single limit for each occurrence and for each occurrence resulting from the current agricultural operations on the Leased Premises.

(**If the Leased Premises are subject to significant public contact:)

****b. Automobile Liability Insurance.** Tenant shall purchase Automobile Liability Insurance which includes coverage for all owned, non-owned, and hired vehicles with a minimum limit of \$600,000.00 combined single limit for each occurrence and for each occurrence resulting from the current agricultural operations on the Leased Premises

-OR-

(**If the Leased Premises are subject to minimal or no public contact:)

****b. Automobile Liability Insurance.** Tenant shall purchase Automobile Liability Insurance which includes coverage for all owned, non-owned, and hired vehicles with a statutory minimum limit, combined single limit for each occurrence and for each occurrence resulting from the current agricultural operations on the Leased Premises

c. An umbrella liability policy (also referred to as excess umbrella liability) may be used to provide additional commercial general liability, auto liability, and employer's liability coverage to meet the County's minimum requirements. When excess umbrella liability is used, coverage should be as broad as the primary coverage.

Tenant shall provide Certificate(s) of Insurance annually to Boulder County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Lease, and that such policy or policies will be in effect throughout the Lease term, and at such times before and after the Lease term as Tenant may reasonably expect to be conducting activities within the Leased Premises. **COMMERCIAL GENERAL LIABILITY CERTIFICATE OF INSURANCE OR FARMER'S LIABILITY CERTIFICATE OF INSURANCE SHALL INDICATE, "THE COUNTY OF BOULDER, STATE OF COLORADO, A BODY CORPORATE AND POLITIC, AS ADDITIONAL NAMED INSURED."**

These Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled or terminated without 30 days written notice to the County, such notice to be transmitted by certified mail, return receipt requested.

If Tenant does make any change or modification to these policies, Tenant is required to give Landlord a 30-day written notice after such change or modification.

The Certificate Holder is "BOULDER COUNTY." Certificates of Insurance should be forwarded to:

Boulder County
Attn: Lease Coordinator
5201 St. Vrain Road
Longmont, Colorado 80503

It shall be Tenant's obligation to procure Workers' Compensation and Employers' Liability Insurance, if applicable in complying with the provisions of the Workers' Compensation Act of the State of Colorado, as amended.

14. CONDITION OF PROPERTY

Prior to signing this Agreement, Tenant has inspected or caused to be inspected the Leased Premises and takes the Leased Premises in the condition **AS IS**. No additional representation, statement or warranty, express or implied, has been made by or on behalf of Landlord as to such condition. In no event shall the Landlord be liable for any defect in such Leased Premises or for any limitation on its use as agricultural land.

15. TENANT COVENANTS AND RESPONSIBILITIES

Tenant shall abide by, and shall assure compliance by Tenant's guests and invitees with all Boulder County Parks and Open Space Rules and Regulations as those Rules and Regulations may be amended, including the following:

- a. Tenant shall allow the Landlord access to the agricultural Leased Premises at all times.
- b. Tenant shall only allow odors, fumes, vibrations and noise on and from the Leased Premises which are commensurate with the normal conduct of agricultural operations.
- c. All chemical pest control employed on the Leased Premises shall be in accordance with federal, state or local statute, ordinance, resolution, rule or regulation.
- d. Tenant shall maintain all fences which confine livestock within the Leased Premises.
- e. Tenant shall prevent deterioration beyond normal wear and tear of the Leased Premises and existing structures during the term of this Lease and implement management practices, as described in Paragraph 7 herein, to maintain and conserve the soil and water.
- f. Tenant shall confer with Landlord annually on capital improvements needed for the Leased Premises as well as scheduling routine maintenance.
- g. Subject to County Rules and Regulations, Tenant shall burn, clean, dredge and generally maintain in a serviceable condition, all ditches, including wasteways, related to the Leased Premises. Any maintenance requiring hired machinery will require the prior, written consent of Landlord, and shall be paid for by Landlord.
- h. Tenant shall properly place, store, use or dispose on the Leased Premises, temporarily or permanently, only those substances legally permitted to be used on the Leased Premises, and which are approved by Landlord. Such substances shall include fuel products that are hazardous, toxic, dangerous or harmful or which are defined as a hazardous substance by the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") 42 USC 9601. These substances shall be referred to collectively as "hazardous substances". Tenant shall immediately notify Landlord by phone or facsimile and in writing, of all spills, releases, inspections, correspondence, orders, citations, notices, fines, response and/or cleanup actions, and violations of law, regulations or ordinances which affect the Leased Premises.

- i. Non-agricultural vehicular travel is restricted to existing roads.
- j. Tenant agrees there shall be no construction of any structure, building or other improvement on the Leased Premises without Landlord's prior written approval.
- k. Tenant shall indemnify and save harmless Landlord from and against any and all claims, suits, actions, damages and causes of action arising during the term of this Lease, or any period during which Tenant's personal property remains on the Leased Premises, for personal injury, loss of life, or damage to property sustained in, or upon the Leased Premises or arising out of the use of the Leased Premises, and from and against all costs, attorneys fees, expenses and liabilities incurred in and about any such claims, the investigation thereof or the defense of any action or proceedings brought thereon, and from any judgments, orders, decrees, or liens, resultant therefrom by virtue of the use of the Leased Premises. By requiring this right to indemnification, the Landlord in no way waives or intends to waive the limitations on liability which are provided to the Landlord under the Colorado Governmental Immunity Act, C.R.S., Sections 24-10-101, et seq.
- l. Tenant agrees that Tenant shall not permit any mechanic's lien to be perfected or remain against the Leased Premises. Tenant shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Premises.
- m. Tenant agrees that Tenant shall not assign, convey, devise, sublet, pledge or mortgage any of Tenant's interest herein without the prior written consent of the Landlord thereto, which consent shall be in the absolute discretion of the Landlord. Landlord reserves right to terminate any sub-lease at anytime at Landlord's sole discretion. This shall not preclude Tenant from using Tenant's share of the crop for collateral for an operating loan.
- n. Tenant agrees the Leased Premises shall not be used for any purposes prohibited by the laws of the United States or the State of Colorado or the ordinances or resolutions of the County of Boulder.
- o. Tenant agrees to deliver up and surrender to the Landlord, possession of said Leased Premises at the expiration or termination of this Lease, by lapse of time or otherwise.
- p. No public access or recreational use of the Property can be authorized by the Tenant.
- q. It shall be unlawful for any unauthorized person, to remove, destroy, mutilate, collect or deface any natural or man-made object on the Property.
- r. It shall be unlawful for any person or domestic animal to feed, hunt, pursue, trap, molest, disturb or kill any wildlife at any time on the Property, except where and when such activities are permitted by action of the Board of County Commissioners or by written permission from the Director of the Parks and Open Space Department. This provision shall not apply to any county, state or federal government personnel authorized by the Board of County Commissioners to carry out a wildlife management program through law or County-approved rules and regulations.
- s. Ground fires are unlawful. Exceptions to the ground fire prohibition may be allowed only with written permission from the Board of County Commissioners or

the Director of the Parks and Open Space Department and are subject to the burning requirements for Boulder County.

- t. It shall be unlawful to dispose of trash, garbage, rubbish, litter or debris on the Property.
- u. Under no circumstance may hazardous materials be deposited on the Property.
- v. It shall be a violation of this Lease for any person, acting individually or on behalf of a business or organization, to use the Property for any commercial purpose (such as a staging area for a bicycle race; filming movies or commercials; riding activities of a commercial horse stable, riding school or livery) without first obtaining written permission from the Landlord. The only exception to this prohibition against commercial activities on the Leased Premises is that agricultural products produced by Tenant may be sold on the Leased Premises, after approval by the Boulder County Parks and Open Space Department, so long as the sale is conducted in accordance with the provisions of the Boulder County Land Use Code.
- w. It shall be unlawful to take off or land any motorized or non- motorized aircraft within the Property; aircraft includes but is not limited to: airplanes, helicopters, ultralights, gliders/sailplanes, and hot-air balloons.

16. EASEMENTS AND LICENSES

Notwithstanding any other provision of this Lease agreement, Tenant accepts this Lease agreement subject to all existing easements and licenses of record held by third parties and acknowledges that Landlord retains the right, in its sole discretion, to grant easements or licenses to third parties for entry upon and or use of a portion of the Property by the third party and or its agents during the term of this Lease agreement. In the event that a third party, acting pursuant to an easement or license, damages the Property or Tenant's crops and or Tenant's personal property, Landlord will restore the Property to its prior condition and/or compensate Tenant for the fair market value of any damage to such crop and or Tenant's personal property.

17. NOTICES

Any notice from one party to another, required by the terms of this Lease agreement, may be delivered in person to such party (delivery to one of two or more persons named as a party shall be effective notice to all), or shall be delivered by first class mail, postage prepaid, and shall be deemed given one (1) day after the date mailed, addressed to the respective parties as follows:

Landlord:
Boulder County Parks and Open Space Department
5201 St. Vrain Road
Longmont, Colorado 80503
303-678-6226 - phone no. provided for informational purposes only.

Tenant:

**

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303- - phone no. provided for informational purposes only.

18. BREACH

The Tenant agrees to observe and perform the conditions and agreements herein set forth to be observed and performed by the Tenant. If Tenant defaults in the payment of rent, or any part thereof, or if the Tenant shall fail to observe or perform any conditions or agreements set forth in this Agreement, Landlord shall give Tenant written notice that Tenant has fifteen (15) days to cure such breach. If Tenant fails to commence within said fifteen-day period, a course of performance to cure such default and thereafter to diligently pursue the work required to correct it, then, and in that event, and as often as the same may happen, it shall be lawful for the Landlord, at its election, to terminate this Lease and to re-enter and repossess itself of the Leased Premises, with or without legal proceedings, using such force as may be necessary, and to remove therefrom any livestock, crops and any personal property belonging to the Tenant without prejudice to any claim for rent or for the breach of covenants hereof, or without being guilty of any manner of trespass or forcible entry or detainer. Tenant agrees to indemnify and hold harmless the Landlord from and against any costs for the removal and storing of livestock and crops elsewhere incurred by the Landlord under the provisions of this paragraph.

19. JOINT AND SEVERAL LIABILITY

If this Lease is signed on behalf of Tenant by more than one person, the liability of the persons so signing shall be joint and several.

20. MISCELLANEOUS PROVISIONS

Tenant's rights under this Lease are personal to Tenant and the Lease shall terminate upon the Tenant's death, unless Landlord elects, in writing, to permit assignment to a third party.

Time is of the essence of this Lease and of all provisions herein.

If any provisions of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

Notwithstanding anything to the contrary contained herein, Landlord's liability under this Lease shall be limited to Landlord's interest in the Leased Premises.

21. PAYMENT OF ATTORNEY'S FEES AND COSTS

If the Landlord shall commence an action for collection of rent or other sums payable under this Lease, or to compel performance of any of the terms or conditions of this Lease, or for damages for failure of Tenant to perform under this Lease, the Landlord shall collect from the Tenant and Tenant shall pay to the Landlord all reasonable attorney's fees in respect thereof, unless the Landlord shall lose such action, in which case Landlord shall pay Tenant's reasonable attorney's fees and costs.

22. VENUE

This Lease shall be governed by the laws of the State of Colorado. Venue for any action brought under this Lease shall be the Boulder District Court.

23. ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date set forth opposite their respective signatures.

LANDLORD

COUNTY OF BOULDER, a body
corporate and politic

By: _____ Date _____
Ronald K. Stewart, Director
Boulder County Parks
and Open Space Department

ATTEST:

Clerk to the Board

TENANT

Tenant's name **Date**

