

**FARM LEASE AGREEMENT
CITY OF BRIGHTON**

This Farm Lease Agreement (hereinafter "Agreement"), is made and entered into this ____ day of **Sept**, 2021, by and between the CITY OF BRIGHTON, a Colorado home rule municipal corporation located at 500 South 4th Avenue, Brighton, Colorado 80601, (hereinafter "Brighton") and JOSEPH MILLER, whose address is 13912 County Road 19, Platteville, Colorado 80651 (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Brighton is the owner of real property located in Section 34, Township 3, North, Range 67 West of the 6th P.M. in Weld County, Colorado, which is not presently required for any public use or purpose; and

WHEREAS, Lessee desires to lease the use of the real property represented by and Brighton desires to lease said real property as further described below.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the adequacy of which is hereby confessed and acknowledged by the Lessee and Brighton, the Lessee and Brighton agree as follows:

SECTION 1
FUNDAMENTAL LEASE PROVISIONS

1. **Parties:**

Landlord/Brighton The City of Brighton

Lessee Joseph Miller of Miller Farms

2. **Lessee Contact Information:**

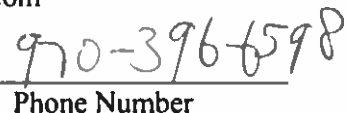
Work Phone Number: 970-785-6133

Cell Phone Number: 970-396-6598

Email address: millerfarmsco80651@gmail.com

Emergency Contact:


Name


Phone Number

3. **Leased Premises:** Brighton hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Brighton, the Leased Premises as described below or as additionally described in Exhibit A, which is attached hereto and incorporated herein by this reference:

The approximately 68.36 acres upon the Leased Premises shall be:

<u>X</u>	acres tillable, irrigated
<u> </u>	acres tillable, dry
<u> </u>	acres irrigated pasture
<u> </u>	acres dry pasture
<u> </u>	revegetation acres
<u> </u>	acres other (yards, etc.)

Right to beneficial first use of water ("Water Rights" or "Water Shares"):

<u>Number of Shares</u>	<u>Company</u>
1.25	Lupton Bottom Ditch Company

Improvements included with the Leased Premises:

N/A

Improvements excluded from Leased Premises:

4. **Term:** The Term of this Lease shall be for a period commencing on the 1st day of April 2021, and terminating on the 31st day of March, 2022.

5. **Rent:** Total Annual Rent for the Leased Premises over the Term of the Lease, payable as specified in Section 2 of this Lease, shall be \$ _____ per year or any portion of a one year growing season for the land, improvements and water. Additionally, water assessments may be adjusted from time to time as specified in Section 2 of this Lease.

6. **Additional Provisions:** N/A

The assessments on the 1.25 shares
for the 2021-Growing
Season

In the case of a conflict between these Additional Provisions and the Terms and Conditions in Section 2 of this Lease, these Additional Provisions shall prevail.

SECTION 2

TERMS AND CONDITIONS

1. **Leased Premises.** Brighton hereby agrees to lease to Lessee and Lessee hereby agrees to lease from the Brighton the Leased Premises together with the right to beneficial first use of the water and improvements for farming operations as described in Section 1 of this Lease. Said Leased Premises, right to beneficial first use of water and improvements

26. Binding. This Agreement shall be binding upon the heirs, representatives and assigns of the parties.
27. Oral Modification Prohibited. This Lease may not be changed orally but only by agreement in writing signed by the Parties.
28. Mechanics Liens. Within ten (10) days after notice from Brighton, Lessee shall discharge any mechanics lien for materials or labor claimed to have been furnished to the Leased Premises for Lessee's benefit. In the event that Lessee fails to discharge such lien within such ten day period, Brighton may, at its option, declare a default of this Lease and/or discharge such lien and the cost of same shall become additional Rent hereunder.
29. Integrated Agreement. This Lease constitutes the entire agreement of the parties hereto and supersedes any and all prior agreements between the parties with respect to the Leased Premises. No representations, agreements or warranties, other than those expressly set forth herein, shall be binding upon the parties, unless executed in writing by all parties hereto.
30. Reference to Brighton. Wherever reference in this Lease is made to "Brighton" said reference shall include the duly appointed or designated officers, employee(s) and agent(s) in and for Brighton.

LANDLORD:

The City of Brighton

LESSEE:



Joseph Miller/Miller Farms

By: _____
_____, _____