

ADAMS COUNTY, COLORADO
AMENDMENT ONE 2018.538 TO THE AGRICULTURAL LAND LEASE OF
EPPINGER/LUECK PROPERTIES

THIS AMENDMENT ONE 2018.538 TO THE AGRICULTURAL LAND LEASE OF EPPINGER/LUECK PROPERTIES, is entered into this _____ day of _____, 2018, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Richard E. Larson, located at P.O. Box 275, Henderson, CO 80640, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on January 27, 2014, the County entered into a Professional/Purchase of Service Agreement 2013.262 with Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the agreement for five (5) additional years and add termination provisions.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The Service Agreement is hereby amended to extend the term of the Agreement for five (5) additional years, ending December 31, 2023.
2. The County shall receive Rent in the sum of \$19,888.00 per annum (\$176.00 per acre per annum). This amount is to be paid annually; each installment is payable on or before December 31 of each year.
3. The County and the Contractor agree to add the following provisions:

TERMINATION:

For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

FARMING OPERATION

Tenant may not operate a “corn maze” attraction on this property.

4. The Service Agreement and this Amendment One contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment One, the terms, conditions, and provisions of this Amendment One shall control.
5. The Recitals contained in this Amendment One are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
6. This Amendment One may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
7. Nothing expressed or implied in this Amendment One is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this Amendment One or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment One by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
8. If any provision of this Amendment One is determined to be unenforceable or invalid for any reason, the remainder of the Amendment One shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
9. Each party represents and warrants that it has the power and ability to enter into this Amendment One, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

ADAMS COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

Chair

Date

RICHARD E. LARSON

Print Name

Print Title

Signature

Date

ATTEST: STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

County Attorney