

LEASE AGREEMENT

This Lease Agreement made and entered into this ____ day of _____, 2018, by and between the Town of Lake City, Colorado of P.O. Box 544, Lake City, Colorado 81235, (hereinafter referred to as "Lessor") and the Lake Fork Valley Conservancy of P.O. Box 123 , Lake City, Colorado 81235 (hereinafter referred to as "Lessee") is to witness:

WHEREAS, Lessor is the owner of Lots 1,2, 31, and 32, Block 21, Town of Lake City, Hinsdale County, Colorado; and

WHEREAS, Lessee has a history of doing work in the community garden located on the west forty-nine (49) feet of lots 1 and 2, Block 21, the east forty-nine (49) feet of lots 30 and 31, Block 21 and the alley right-of-way for lots 1, 2, 31, and 32, Block 21; and

WHEREAS, Lessee wishes to provide an opportunity for youth from the Lake City Community School and the broader community to engage in gardening activities located on the above referenced lots; and

WHEREAS, citizens of the Town of Lake City, represented by Lessor, will benefit from Lessee's proposed project; and

WHEREAS, the parties have agreed to a short-term lease arrangement by which the Lessee's proposed project for youth to learn gardening skills can have an opportunity to be effectively realized;

NOW THEREFORE it is mutually agreed as follows:

1. Lessor hereby leases to Lessee, its successors and assigns, that portion of lots 1, 2, 30, and 31 generally described hereinabove; subject, however, to all easements, rights-of-way and reservations that had been previously made or that currently exist for public utility lines.

2. Term of this lease shall be for a six (6) month period commencing on May 25, 2018. However, this lease may be terminated by either party upon written notice to the other party at least 45 days prior to the effective date of the termination.

3. All rights, privileges, terms and conditions of this agreement shall be deemed to run with Lessor's land in use by Lessee through a revocable permit of that portion of lots 1, 2, 31, and 32 generally described hereinabove.

4. Lessee agrees to hold harmless and to make no claim against Lessor, its agents or employees for any loss or damage which may be caused by acts or omissions of Lessor, its agents or employees, to improvements located upon the leased real property, unless such actions or omissions are the result of willful, malicious, wanton or reckless

misconduct.

5. Lessee agrees to hold harmless and to defend and indemnify Lessor against on account of any claim made or adjudged against the Lessor arising out of the use, improvement, and maintenance of the property by Lessee. Lessee agrees to clean the property as requested by the Town and maintain a safety standard conducive to youth and the public on the site. Lessee agrees to maintain the fence around the garden in a workable condition, free from fence posts and fencing falling down or breached.

6. Lessee agrees to compensate the Lessor (Town of Lake City) a payment of Forty Dollars (\$40.00) each month, billed every two months, for the water bill associated with the property during the lease period.

7. For and in consideration of this lease, Lessee agrees to pay the total consideration of Eighteen Dollar (\$18.00) receipt and sufficiency of which is hereby acknowledged by Lessor for Hinsdale County Clerk recording fees.

8. Nothing in this lease shall be construed to relieve Lessee from compliance with building codes or other laws or ordinances of the Town of Lake City, Colorado presently in effect or hereafter adopted.

9. This agreement shall be binding upon the parties hereto and the successors and lawful assigns of each of them.

IN WITNESS WHEREOF, the parties hereto have executed two copies of this Lease Agreement to be effective the day and year first above written.

TOWN OF LAKE CITY, COLORADO,
Lessor

Bruce Vierheller, Mayor

LAKE FORK VALLEY CONSERVANCY,
Lessee

Camille Richard, Executive Director