

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made and entered into as of this 3rd day of May, 2016, between the City of Bisbee, an Arizona municipal corporation, (hereinafter "the City") and the Women's Transition Project, Inc., an Arizona non-profit corporation (hereinafter "WTP").

Recitals:

- A. The City is the owner of certain real property locally known as the Horace Mann Playground, in the area of the City Pool, and in the vicinity of the WTP residential facility.
- B. WTP desires to lease an irregularly shaped portion of this property that has previously been leased by the City to the WTP for use as a garden plot. The Premises front on Higgins Avenue, with a street frontage of approximately fifty-eight (58) feet; a depth of approximately one hundred and four (104) feet along the northerly boundary; a width along the rear dimension of approximately thirty-eight (38) feet; and a southerly boundary of approximately one hundred and one (101) feet, back to the street frontage boundary, as depicted in attached Exhibit "A." The foregoing described property is hereinafter referred to as "the Premises."
- C. In consideration for the benefits to the City that will result from the WTP's usage of the Premises and the improvements to the health and wellbeing of City residents that will result from the programs provided by the WTP, including those at this site, the City is willing to lease the Premises to WTP, subject to the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the mutual promises expressed in this Agreement, the City and WTP agree as follows:

- 1. Lease. The City hereby leases the Premises to the WTP for a term of one (1) year. This Lease Agreement shall automatically renew for an additional one year term unless sooner terminated. Provided, however, that either party may terminate this Lease Agreement, even if automatically renewed, upon thirty (30) days written notice, with or without cause. The Premises are to be used only for the purpose of establishing and maintaining a garden of vegetables, herbs and ornamentals to be managed by or for the benefit of the participants in the Women's Transition Project.
- 2. Rent. As rent for the Premises, WTP shall pay the City one dollar (\$1.00) per year, with the first such payment due upon the City's approval of this Lease and the subsequent payment due upon this anniversary date in the following year.
- 3. Utilities. WTP shall be solely responsible for providing at its own costs any and all utility services necessary for its gardening activities, including but not limited to water and electric power.
- 4. Improvements. The Premises are provided AS IS, without any warranty that they are suitable for the purposes intended. WTP is not authorized to build or erect any structure on the

Premises other than that which may be necessary for fencing, shade or storing tools. Prior to making any improvements, WTP must obtain the written approval of the City Manager, as well any permits or approvals that are required for such structures under the City's applicable codes and regulations. Upon termination of the Agreement, WTP shall remove, at its sole cost and expense, all such improvements, except those which the City, acting through the City Manager or his designee, has specifically designated for the City's retention.

5. Maintenance. WTP shall remove debris from the Premises and shall properly dispose of all such materials off-site. The Premises must be maintained in a neat and orderly manner at all times. Any compost materials or other organic materials that are to be used on the site must be properly maintained in a manner that will prevent them from causing any impacts to neighboring properties. It would be preferable if this garden is operated as an organic garden, but if that is not feasible, all non-organic materials that are used on the Premises must be used in a manner that is consistent with the labels on such materials and in a manner that does not cause any hazardous conditions. WTP shall comply with all rules, regulations and laws concerning its gardening activities and shall not keep or maintain anything considered hazardous on or about the Premises.
6. No assignment, subleasing or recording. WTP shall not assign or sublet the Premises. This agreement shall not be recorded.
7. Insurance. WTP shall provide upon the effective date of this Lease Agreement comprehensive general liability insurance covering the Premises and its activities on the Premises in an amount not less than \$1,000,000 per occurrence, with the City named as an additional insured.
8. Indemnification. The WTP shall defend, hold harmless, and indemnify the CITY, its officers, agents and employees from all claims, demands, suits, damages and loss, including attorney's fees (hereinafter "claims") which result from the negligence or intentional actions of the WTP, its agents, officers and employees, in the exercise of the rights granted under this Lease Agreement.

CITY OF BISBEE, an Arizona
Municipal Corporation

By:



Ron Oertle, Mayor

WOMEN'S TRANSITION PROJECT,
an Arizona Non-Profit Corporation

By:



Name / Title: CHARLES BURBANK

CEO

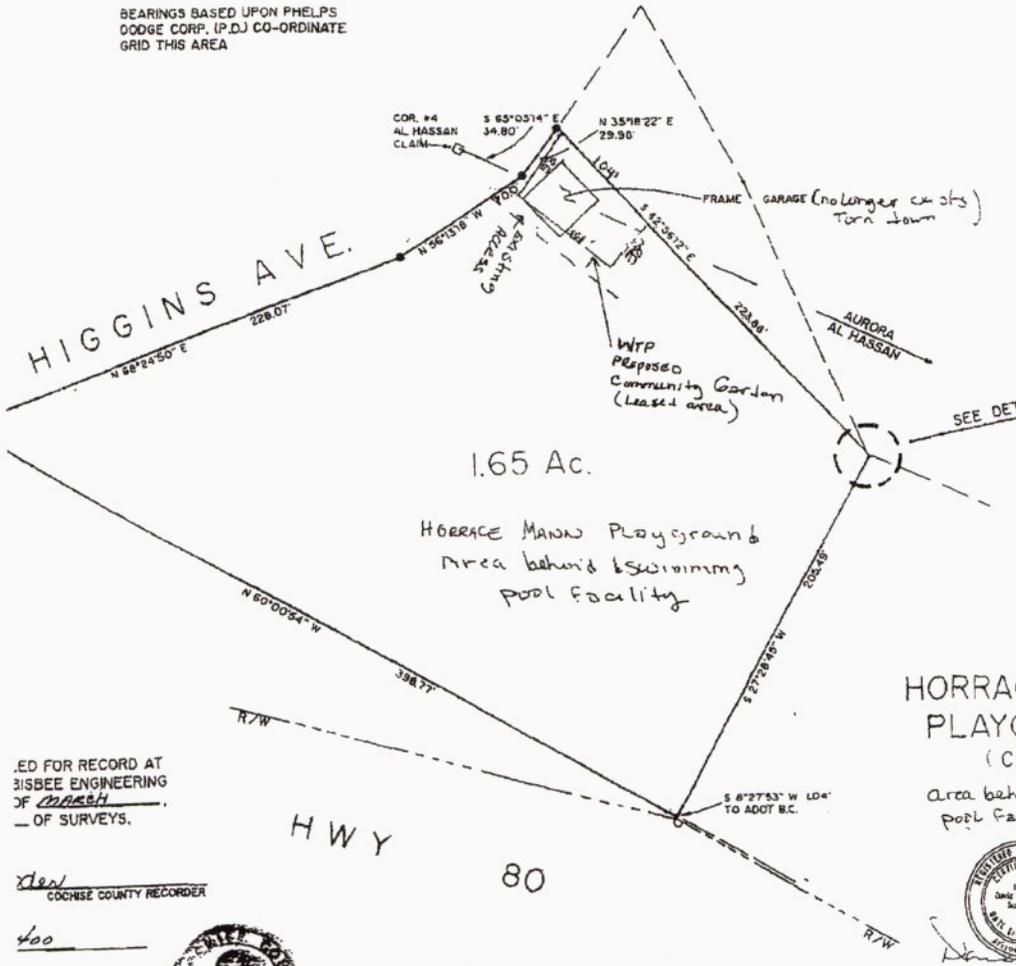
Exhibit A to Lease
Agreement of WTP
Garden

LEGEND

- LS U2B1 YELLOW CAP
- LS 112B1 AL CAP

NOTE

BEARINGS BASED UPON PHELPS
DODGE CORP. (P.D.) CO-ORDINATE
GRID THIS AREA



ED FOR RECORD AT
315BEE ENGINEERING
OF MASH
OF SURVEYS.

dear
COCHISE COUNTY RECORDER

400

