RESOLUTION 2020-088
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING A CONSERVATION AGRICULTURE LEASE ON
FLORES DEL SOL NATURAL AREA TO Poudre Valley Community Farms

WHEREAS, the City owns a 152-acre property in southeast Fort Collins known as Flores Del Sol Natural Area (the “Property”); and

WHEREAS, before the City’s Natural Areas Department (NAD) purchased the Property in 2016 it was used for agricultural purposes, and NAD does not anticipate scheduling it for grassland restoration work within the next ten years; and

WHEREAS, in the meantime, NAD staff is proposing using the property for conservation agriculture to help manage and preserve the Property until such time as NAD is prepared to actively restore it; and

WHEREAS, conservation agriculture will allow NAD to manage vegetation on the Property through agriculture, including shifting to more diversified plantings, integrating native plantings to create more wildlife habitat, and rebuilding the soil with improved nutrient composition, which conserves the land while minimizing NAD’s stewardship costs; and

WHEREAS, this approach will also increase local food production, helping to meet related social and economic sustainability goals as detailed in the 2019 City Plan; and

WHEREAS, through a request for proposals process the City selected Poudre Valley Community Farms (“Tenant”) as a potential tenant for a 130-acre portion of the Property under a 10-year lease at an initial rate of $5,000 per year, which staff has determined is a fair market rent; and

WHEREAS, a copy of the proposed lease agreement is attached and incorporated herein as Exhibit “A” (the “Lease”); and

WHEREAS, the Lease includes an option for the Tenant to use two pole barns located on nearby City properties: the Cole Pole Barn at 2500 E. County Road 30, and the Soaring Vista Pole Barn located at 4200 E. County Road 30 (the “Barns”); and

WHEREAS, if the Tenant chooses to use one or both of the Barns, in recognition of the investment the Tenant would need to make repairing them, resulting in a direct benefit to the City, the Tenant would not pay rent for the Barns until the fifth year of the Lease, after which the rent would be $1200 per year for the Cole Pole Barn and $2400 per year for the Soaring Vista Pole Barn; and

WHEREAS, at its regular meeting on September 10, 2020, the Land Conservation and Stewardship Board voted to recommend that the City Council approve the Lease; and
WHEREAS, Section 23-113(b)(1) of the City Code authorizes the City Council to lease any and all interests in real property owned in the name of the City if the City Council first finds that the lease is in the best interests of the City, with such approval being by resolution unless the proposed term of the lease exceeds twenty years.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Council hereby finds that the proposed Lease of a portion of the Property to the Tenant as provided herein is in the best interests of the City.

Section 3. That the City Manager is hereby authorized to execute the Lease in substantially the form attached hereto as Exhibit “A”, together with such additional terms and conditions as the City Manager, in consultation with the City Attorney determines are necessary and appropriate to protect the interests of the City, including, but not limited to, any necessary changes to the legal description of the parcel to be leased, as long as such changes do not materially increase the size or change the character of the property to be leased.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 6th day of October, A.D. 2020.

Mayor

ATTEST:

City Clerk
FLORES DEL SOL NATURAL AREA
CONSERVATION AGRICULTURE LEASE AGREEMENT

THIS CONSERVATION AGRICULTURE LEASE AGREEMENT ("Lease"), is made and entered into this ______ day of _____, 20_____, by and between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation (hereinafter referred to as the "Lessor"), and Poudre Valley Community Farms, a Land Cooperative Ltd., a Colorado limited cooperative association (hereinafter referred to as the "Lessee").

WITNESSETH

WHEREAS, the Lessor is the owner of that certain real property, together with any improvements located thereon, situated in the County of Larimer, State of Colorado, consisting of approximately 153 acres of land, commonly known as the Flores del Sol Natural Area, the legal description of which is set forth in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as "Leased Premises"); and

WHEREAS, the Lessor desires to lease the Leased Premises to the Lessee for conservation agriculture purposes as described by this Lease, and the Lessee desires to lease the Leased Premises from the Lessor for conservation agriculture purposes as described by this lease.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties do hereby covenant, promise, and agree to and with each other as follows:

Article I. Lease of the Leased Premises.

1.1 The Lessor does hereby lease, demise, and let unto the Lessee, and the Lessee does hereby hire and take from the Lessor the Leased Premises.

1.2 This Lease includes all the agriculture-related improvements located upon the Leased Premises including, but not limited to raw land and irrigation ditch lateral infrastructure. Lessee must ensure that its officers and employee(s) working or residing on the Leased Premises, their dependents, and any guests, strictly comply with the requirements and restrictions set forth in this Lease Agreement, and with all applicable laws, regulations and other legal requirements, in connection with the use or occupation of the Leased Premises.

1.3 Lessee may, but is not required to, lease two Pole Barns ("Barns") located offsite, subject to additional lease terms, attached hereto in exhibit "B" and incorporated herein by reference. Any that are checked are incorporated into this agreement:

[ ] Cole Pole Barn: Located at 2500 E County Road 30, Fort Collins. Approximately 1,400SF Pole Barn as described in exhibit "B".
X  Soaring Vista Pole Barn: Located at 4200 E. County Road 30, Fort Collins. Approximately 2,400SF Pole Barn as described in exhibit “B”. Lessee acknowledges the receipt of two (2) keys to the premises.

1.3.1  Lessor reserves the right to reject Lessee’s proposed use of the Barns if the Lessor, in its sole discretion believes the use does not comply with the intended use.

1.3.2  If at any time Lessee does not lease the Barns, Lessor reserves the right to utilize the Barns for its sole use. Lessor will notify the Lessee if such action is taken.

Article II. Term.

2.1  The term of this Lease is for a period of Ten (10) years, commencing on the 1st day of November 2020. The term of the Lease shall automatically renew for an additional Five (5) years, terminating at midnight on October 31, 2035, unless terminated early by operation of law or as otherwise provided in this Lease Agreement. Either party may cancel this Lease at any time upon one hundred eighty (180) days advanced written notice to the other.

Article III. Rent.

3.1  Rental Payment by Lessee. Upon commencement of this lease, Lessee shall pay a yearly rent to Lessor in the amount of Five Thousand Dollars ($5,000). Payment will be due in advance each year on the anniversary date of this lease. Monthly or quarterly payment may be scheduled in advance with written approval by the City.

Lessee will make all payments of rent at such place as the Lessor may, from time to time, designate in writing. For the present, the Lessor designates City of Fort Collins Natural Areas Department, Attn: Natural Areas Financial Coordinator, P.O. Box 580, Fort Collins, Colorado 80522, as the place for the making of rental payments. Credit/Debit Card payments may also be made over the phone by calling the Natural Areas Department Main Office at (970) 416-2815. All such rent must be paid in current legal tender of the United States as the same is then by law constituted. If Lessor extends the time for the payment of any installment of rent or accepts any money other than of the kind herein specified, Lessor by doing so does not waive its right to insist on having all other payments of rent made in the manner and at the time herein specified.

3.1.1  Cole Pole Barn: If checked above in section “1.3”. Upon commencement of this lease, Lessee shall pay a yearly rent to Lessor in the amount of Zero Dollars ($0.00). Payment will be due in advance each year on the anniversary date of this lease.

3.1.2  Soaring Vista Pole Barn: If checked above in section “1.3”. Upon commencement of this lease, Lessee shall pay a yearly rent to Lessor in the amount of Zero
Dollars ($0.00). Payment will be due in advance each year on the anniversary date of this lease.

3.2 The yearly rent will remain as follows for the first Five (5) years. Flores del Sol at Five Thousand Dollars ($5,000); Cole Pole Barn (if checked) at Zero Dollars ($0.00); Soaring Vista Pole Barn (if checked) at Zero Dollars ($0.00).

3.2.1 Flores del Sol. Beginning on the fifth-year anniversary of the Lease Commencement Date (defined above), and on each anniversary thereafter, the amount of rent due for the Premises shall increase and or decrease in accordance with the Denver-Boulder-Greeley CPI-U. Lessor shall give written notice to Lessee not less than fifteen (15) days prior to each such anniversary of the amount of the adjustment of the rent in accordance with the Denver-Boulder-Greeley CPI-U.

3.2.2 Cole Pole Barn. If Lessee is renting this barn, beginning on the fifth-year anniversary of the Lease Commencement Date (defined above), Lessee shall pay a yearly rent to Lessor for the barn in the amount of One Thousand Two Hundred Dollars ($1,200), and on each anniversary thereafter the amount of rent due for the Premises shall increase and or decrease in accordance with the Denver-Boulder-Greeley CPI-U. Lessor shall give written notice to Lessee not less than fifteen (15) days prior to each such anniversary of the amount of the adjustment of the rent in accordance with the Denver-Boulder-Greeley CPI-U.

3.2.3 Soaring Vista Pole Barn. If Lessee is renting this barn, beginning on the fifth-year anniversary of the Lease Commencement Date (defined above), Lessee shall pay a yearly rent to Lessor for the barn in the amount of Two Thousand Four Hundred Dollars ($2,400) and on each anniversary thereafter, the amount of rent due for the Premises shall increase and or decrease in accordance with the Denver-Boulder-Greeley CPI-U. Lessor shall give written notice to Lessee not less than fifteen (15) days prior to each such anniversary of the amount of the adjustment of the rent in accordance with the Denver-Boulder-Greeley CPI-U.

3.3 Billing or acceptance by Lessor of any rental shall not imply a definite term or otherwise restrict either party from terminating this Agreement as provided herein. Payment of rental specified herein is subject to a late payment charge of one and one-half percent (1.5%) per month (18% per annum), on balance past due over thirty (30) days.

3.4 The above rental amount is in addition to Lessee’s obligations to pay real and personal property taxes, insurance premiums, utilities, and maintenance of the Premises.

Article IV. Use of Leased Premises.

4.1 The Lessee may use the Leased Premises for conservation agriculture purposes only, as outlined in Exhibit "C" attached hereto and incorporated herein by reference (hereinafter referred to as “Scope of Work”); except as otherwise provided in this Lease. The Lease
does not allow for private or commercial recreational rights, hunting, shooting, trapping or poisoning of wildlife of any kind. All pets must be on a leash, caged or fenced.

4.2 Wildlife management may be conducted during the regular course of business by the Lessee with prior written approval from the Lessor.

4.3 Only licensed vehicles involved in farming activities are allowed beyond designated parking areas. Unlicensed vehicles are prohibited except that farming equipment and ATVs used for farming activities may be used.

4.4 Lessee and Lessor will annually work together in a collaborative effort to develop a “Grazing Plan” for the Leased Premise, which plan includes stocking rates, grazing initiation and ending dates, animal unit months for each pasture, and grazing rotation plans. If the parties have not developed a Grazing Plan for each year’s grazing season by May 1 of that year, Lessor will determine the Grazing Plan for that year, and Lessee agrees to comply with it.

4.5 The Lessor reserves the right to perform management activities at any time during the year. Any management activity will be coordinated with the Lessee.

4.6 Lessee acknowledges that the Leased Premises is a City of Fort Collins Natural Area that portions may be open to the public. The Lessor will coordinate open public areas with the Lessee.

4.7 The Lessee must not use the Leased Premises in any way that violates any applicable law, statute, ordinance, rule, or regulation of any governmental entity or body.

4.8 All livestock moved into Colorado from any other state or country must strictly adhere to all Colorado Department of Agriculture and U.S. Department of Agriculture regulations for animal movement into and within Colorado.

4.9 The Lessee must not permit or suffer the use of, or presence on, the Leased Premises by: (1) the general public, except for members of the public using the Flores del Sol Natural Area in accordance with the City of Fort Collins Code and Natural Areas regulations and policies, or by (2) any persons other than Lessee’s employees or agents, who are permitted to occupy or use the Leased Premises only to the extent required to carry out the purposes of the Lease.

4.10 The Lessee is responsible for security activities on the Leased Premises, including but not limited to the following:

• Answer visitors’ questions about the natural area and natural areas rules and regulations if Lessee’s employees are approached on Flores del Sol Natural Area.

• Call for emergency response when necessary.
• Inspect fencing, gates, water infrastructure, and other structures or areas prone to security breaches.

• Report suspicious activity including suspicious vehicles, persons or activities on site, in prohibited areas.

• Communicate promptly with appropriate authorities to request assistance or to report an incident when suspicious and/or illegal activity or security breech has occurred. This may include Natural Areas Rangers or other Natural Areas personnel, Larimer County Sheriff, Colorado Division of Wildlife or other appropriate authorities. Lessee’s employees or agents may be required to complete a written statement.

• Perform other related duties as requested on an occasional basis.

ARTICLE V. Maintenance and Repairs.

The Lessee must maintain and keep in orderly condition and in a good state of repair all of the Leased Premises and all agriculture-related improvements located thereon, whether existing as of the date of this Lease or added thereafter, including, but not limited to: boundary and interior fences and gates; all water infrastructure including but not limited to ditches, head gates, irrigation ponds, pumps; and any buildings Lessee uses constituting two off site pole barns, and all infrastructure installed by the Lessee including but not limited to sheds, hoop houses, and lean to sheds. The Lessee is not responsible for maintenance or repair of public Natural Areas facilities.

5.1 All maintenance and repairs to the Leased Premises required of the Lessee must be made promptly and when necessary. In addition, all such maintenance and repairs must be done in a good and workmanlike manner and in compliance with all applicable laws, statutes, ordinances, rules, orders, regulations, and requirements of all federal, state, and county governments and the appropriate departments, commissions, boards, and officers thereof.

5.2 The Lessee must keep the Leased Premises clean and in good sanitary condition, as required by the statutes, ordinances, resolutions, and health, sanitary, and police regulations of the County of Larimer and State of Colorado. Any equipment, materials or supplies that Lessee brings onto the Leased Premises must be kept under cover (except large equipment such as vehicles and trailers) in a location acceptable to the Lessor and removed from the Leased Premises when no longer needed. Any trash, junked equipment or waste materials generated by the Lessee’s activities on the Leased Premises must be stored under cover or removed promptly from the Leased Premises. The Lessee must neither permit nor suffer a disorderly noise or nuisance whatsoever about the Leased Premises having any tendency to annoy or disturb any persons occupying adjacent land. The Lessee shall neither hold nor attempt to hold the Lessor liable for any injury or damage, either approximate or remote, occasioned through or caused by any maintenance, alterations, or repairs made by the Lessee upon or to the
Leased Premises or the improvements located thereon.

5.3 If the Lessee fails to perform any maintenance or make any repairs it is required to make under this Lease, the Lessor may, but is not required to, make such maintenance and repairs on the Lessee's account, and the Lessor may add its costs and expenses for such repairs or replacements as additional rent due to the Lessor under this Lease. Lessee will then pay such amount to the Lessor within thirty (30) days after receiving written notice from the Lessor of the costs and expenses paid by the Lessor for such maintenance and repairs.

ARTICLE VI. Alterations and Improvements.

6.1 The Lessee must not make alterations, additions, improvements or changes to the Leased Premises, or the improvements located thereon, without the prior written approval of the Lessor. Any such alterations, additions, improvements, or changes approved by the Lessor must be done by the Lessee in a good and workmanlike manner and in compliance with all applicable building and zoning laws, and all other applicable laws, statutes, ordinances, orders, rules, regulations, and requirements of all federal, state, and county governments and the appropriate departments, commissions, boards, and officers thereof.

6.2 If the Lessee wishes to make additions or improvements to the Leased Premises beyond what is required for maintenance and repair as described in Article V, the Lessee will be responsible for the cost of such additions and improvements unless the parties agree to a cost-sharing arrangement; including but not limited to temporary or permanent structures, fencing, gas, electric, water, and sewer.

6.3 The Lessee hereby indemnifies and agrees to hold the Lessor harmless from all liens, claims, or charges on account of any alterations, additions, improvements, or changes made to the Leased Premises or the improvements located thereon by the Lessee.

6.4 The Lessee is responsible for construction and maintenance of any temporary fencing necessary to exclude livestock from an area to facilitate rotational grazing. The Lessee is responsible for the costs of constructing and maintaining temporary fencing for rotational grazing, and ownership of such fencing.

6.5 The Lessor reserves the right, from time to time (without invalidating or modifying this Lease) to make alterations, changes and additions to the land and improvements that constitute the Leased Premises.

6.6 The Lessee, with written approval from the Lessor, may construct an irrigation pond on the Leased Premises. The Lessee will cost share the expense with the Lessor as follows; the Lessee will be responsible for the cost of design and construction of an irrigation pond that meets all state and local laws and regulations and Ditch Company approval. The Lessor will be responsible for the cost of design and construction of any enhancements to the pond to meet the Lessor's aesthetic and wildlife goals without
detriment to the irrigation function of the pond. The Lessee and Lessor will work together
to achieve these goals.

6.7 At the end of the term of this Lease, all fixtures, equipment, additions and alterations will
remain the property of the Lessor, except as otherwise provided under the terms of this
Lease. However, the Lessor may require the Lessee to remove any or all such fixtures,
equipment, additions and alterations and restore the Leased Premises to the condition
that existed immediately prior to such change and installation, normal wear and tear
excepted, all at the Lessee's cost and expense. All such work must be done in a good
and workmanlike manner and consist of new materials unless otherwise agreed to by the
Lessor.

ARTICLE VII Covenant of Title and Quiet Enjoyment.

7.1 The Lessor covenants that it is well seized of and has good title to lease the Leased
Premises and does warrant the title thereto except and subject to the following: All
easements, covenants, reservations, restrictions, rights-of-way, and prescriptive or
adverse rights, in place or of record;

b. Any restrictions, reservations, or exceptions contained in any United States or State
of Colorado patents of record;

c. All zoning and other governmental rules and regulations; and

d. All oil, gas or other mineral reservations or exceptions of record.

ARTICLE VIII. Insurance.

8.1 The Lessee, at its sole cost and expense, must procure, pay for, and keep in full force
and effect workers compensation insurance for all of its employees to be engaged in work
on the Leased Premises under this Lease.

8.2 The Lessee, at its sole cost and expense, "procure, pay for, and keep in full force and
effect a comprehensive policy of general liability insurance covering the Leased
Premises and insuring the Lessee in an amount not less than One Million Dollars
($1,000,000.00) covering bodily injury, including death to persons, personal injury, and
property damage liability arising out of a single occurrence. Such coverage must
include, without limitation, the insured's' liability for property damage, bodily injuries,
and death of persons in connection with the operation, maintenance, or use of the
Leased Premises (including acts or omissions of the Lessee or of its officers,
employees, or agents), liability arising out of lawsuits related to employment contracts
of the Lessee, and protection against liability for non-owned and hired automobiles.
Such coverage must also include comprehensive automobile liability insurance and
coverage for such other risks as are customarily required by private institutional
mortgage lenders with regard to property similar in construction, location, and use as
the Leased Premises under this Lease Agreement.
8.3 All policies of insurance carried by the Lessee must name the Lessee as an insured and name the Lessor as an additional insured on the policy. The policy or policies must contain a provision that the policy or policies cannot be canceled or materially altered either by the insured or the insurance company until fifteen (15) days prior written notice thereof is given to the Lessor. Upon issuance or renewal of any such insurance policy, the Lessee must furnish a certified copy or duplicate original of such policy or renewal thereof with proof of premium payment to the Lessor. Any such policy must contain waivers of subrogation and waivers of any defense based on invalidity arising from any act or omission of any assignees or subleases of the Lessee.

8.4 No policy of insurance required by this Article VIII can include a deductible clause in an amount greater than Ten Thousand Dollars ($10,000.00). Any insurance policy purchased by the Lessee must be written by an insurance carrier which has a current rating by Best's Insurance Reports of "A" (Excellent) or better and a financial rating of "X" or better or such equivalent classification as may hereinafter be required customarily for properties similarly situated and it must be approved by the Lessee and the insurance carrier must be authorized by law to do business in the State of Colorado. The Lessee must not obtain any policy which, under the terms of the carrier's charter, by-laws, or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders, or members. All insurance policies carried by the Lessee may be reviewed at least annually by the Lessor to ascertain that the coverage provided by such policy adequately covers those risks required by this Article VIII to be insured by the Lessee. In case of the breach of any provision of this Article VIII, the Lessor, at its option, may take out and maintain, at the expense of the Lessee, such insurance as the Lessor may deem proper and may bill the costs for such insurance directly to the Lessee. When so billed, the Lessee must reimburse the Lessor for the costs of such insurance within thirty (30) days of being billed.

ARTICLE IX. Utilities.

Lessee is responsible for all utilities, including, but not limited to, water, gas, electricity, propane, trash services, cable or satellite TV or internet services and phone services used on the Leased Premises.

9.1 Flores del Sol. No utilities are currently installed on the Lease Premises.

The Lessor will provide one (1) uninstalled Fort Collins Loveland Water District (FCLWD) ¾” water tap. The Lessee, at its sole cost and expense, may install the FCLWD water tap on the premises in accordance with requirements set forth in Article VI of this Lease.

The Lessee, at its sole cost and expense with written approval from the Lessor, may install additional utility services, including but not limited to electric, gas, sewer, trash, and propane, on the Leased Premises in accordance with requirements set forth in Article VI of this Lease.
9.2 **Cole Pole Barn (applies only if checked in section 1.3)**. One (1) FCLWD ¾” water tap is currently installed on the Leased Premises. The Lessor at its sole cost and expense will install one (1) Poudre Valley REA (PVREA) electric meter upon lessee’s request.

Electric from the meter to the Pole Barn must be reconstructed prior to use. Water infrastructure from FCLWD is unknown and may need to be reconstructed.

The Lessee, at its sole cost and expense, may install new water lines and new electric from the water tap and electric meter on the premises in accordance with requirements set forth in Article VI of this Lease.

9.3 **Soaring Vista Pole Barn (applies only if checked in section 1.3)**. One (1) FCLWD ¾” water tap and one (1) PVREA electric meter are currently installed on the Leased Premises.

Electric from the meter to the Pole Barn must be reconstructed prior to use. Water infrastructure from FCLWD is unknown and may need to be reconstructed.

The Lessee, at its sole cost and expense, may install new water lines and new electric from the water tap and electric meter on the premises in accordance with requirements set forth in Article VI of this Lease.

9.4 **Raw Water Ditch Shares.** The Lessor owns multiple shares in certain Ditch Companies available for use on Flores del Sol by the Lessee as described in exhibit “C”. Lessee must adhere to federal, state, county, city laws pertaining to the use of irrigation water. Lessee must work directly with the Ditch Companies and their Ditch Ryders and must adhere to Ditch Company bylaws and rules.

9.4.1 **Raw Water Assessments.** Lessor shall pay yearly assessments put forth by the associated Ditch Companies for water shares anticipated to be used by the Lessee. The specific number of shares will be agreed upon by the Lessor and Lessee by March 1st each year.

9.4.2 **Additional Water.** Throughout each season the Lessee may rent additional water above the agreed amount from the Lessor at the rate of assessment plus 10%, if available. Lessee may also rent water from available sources at their own cost and expense.

**ARTICLE X. Signs.**

10.1 The Lessee must not affix, erect, or maintain on the Leased Premises any sign or placard without obtaining the Lessor’s prior written approval. The costs of erection and maintenance of such sign or placard are the sole responsibility of the Lessee. In addition, any sign or placard approved by the Lessor must comply with all state, county, and city laws, rules, and regulations.

10.2 The Lessor reserves the right to affix, erect, or maintain on the Leased Premises any
sign or placard, including but not limited to information signs, trail signs, and kiosks.

ARTICLE XI. Subletting and Assignment.

11.1 The Lessee may not assign this Lease, any interest or a part thereof, any right or privilege appurtenant thereto, nor mortgage or hypothecate the leasehold without the prior written consent of the Lessor. Lessor’s consent to one assignment or hypothecation shall not be construed as a consent to any subsequent assignment or hypothecation; and it is hereby mutually covenanted and agreed that, unless such written consent has been obtained, any assignment or transfer or attempted assignment or transfer of this Lease or any interest therein or hypothecation either by the voluntary or the involuntary act of the Lessee or by operation of law or otherwise, shall, at the option of the Lessor, terminate this Lease; and any such purported assignment or transfer without such consent will be null and void. The Lessor’s consent to any such assignment does not relieve the Lessee from any obligation under this Lease unless the Lessor expressly agrees in writing to relieve the Lessee from such obligation.

11.2 If Lessee assigns this Lease or sublets or allows anyone other than the Lessee to occupy the Leased Premises or any part thereof without the prior written consent of the Lessor as required in paragraph 11.1 above, the Lessor may terminate this Lease, or may collect rent from the assignee, subtenant, or occupant, and employ the net amount collected to the rent herein reserved; and no such collection shall be deemed a release of the Lessee from the complete performance of its obligations under this Lease.

11.3 The above notwithstanding, Lessee is responsible for arranging agriculture subleases or contracts with persons acceptable to Lessor that are capable of providing conservation agriculture services on the Leased Premises (Ag. Contractor).

11.3.1 The Lessee and Ag. Contractor(s) will enter into a sublease agreement or services contract in a form acceptable to the Lessor (the "Sublease or Contract"). The Sublease or Contract must require the Ag. Contractor to comply with and be bound by the following provisions of this Lease:

- Sections 4.1, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8 and 4.9 regarding use of the Leased Premises;
- Article V regarding maintenance of the premises;
- Article VI regarding alterations and improvements;
- Article VIII regarding insurance;
- Article X regarding signs;
- Article XII regarding mechanics liens;
• Article XIII regarding condemnation;
• Article XIV regarding total or partial destruction;
• Article XVIII regarding holding the Lessor harmless;
• Article XX regarding Hazardous Materials;
• Article XXII regarding access and use by Lessor;
• Article XXIV regarding the "as-is" nature of the Leased Premises.

ARTICLE XII. Mechanic's Liens.

12.1 The Lessee agrees to pay or cause to be paid promptly all bills and charges for material, labor, or otherwise in connection with or arising out of any alterations, additions, maintenance, repairs, or changes made by the Lessee or its agents or subtenants to the Leased Premises; and the Lessee agrees to hold the Lessor free and harmless against all liens and claims of liens for such labor and materials, or either of them, filed against the Leased Premises or any part thereof and from and against any expense and liability in connection therewith. The Lessee further agrees to discharge (either by payment or by filing the necessary bond) any mechanic's, materialman's, or other liens against the Leased Premises arising out of any payment due or alleged to be due for any work, labor, services, materials, or supplies claimed to have been furnished at the Lessee’s request in, on, or about the Leased Premises and to indemnify the Lessor against any lien or claim of lien attached to or upon the Leased Premises or any part thereof by reason of any act or omission on the Lessee’s part. The Lessee does, however, have the right to contest any mechanic's lien or claims filed against the Leased Premises, provided the Lessee diligently prosecutes any such contest and at all times effectively stays or prevents any sale of the Leased Premises under execution or otherwise and pays or otherwise satisfies any final judgment adjudging or enforcing such contested liens and thereafter procures record satisfaction of the release thereof. The Lessee also agrees in any such contest, at the Lessee’s cost and expense, to defend the same on behalf of the Lessor.

ARTICLE XIII. Condemnation

13.1 If, as a result of any exercise of the power of eminent domain (hereinafter referred to as "proceedings"), either of the following happen: (a) the title to the whole or substantially all of the Leased Premises is taken; or (b) the Leased Premises are deprived of adequate ingress or egress to or from all public streets and highways abutting the Leased Premises, and the Lessee cannot reasonably, operate upon the remainder of the Leased Premises at the time of such taking, then this Lease will terminate as of the date of such taking pursuant to such Proceedings. For the purpose of construing the provisions of this Article, "Proceedings" includes any negotiated settlement of any matter involved in a
condemnation; and a "taking" is deemed to occur when title to the Leased Premises or possession thereof is acquired by another governmental authority, whichever first occurs.

13.2 If, during the term of this Lease, title to less than the whole or title to less than substantially all of the Leased Premises is taken in any such Proceedings and the Lessee can reasonably operate on the remainder of the Leased Premises at the time of such taking, this Lease will not terminate. However, the Lessee's obligation to pay rent as provided in Article III. above, will be adjusted accordingly.

13.3 All damages awarded for any taking described in this Article are the property of the Lessor.

ARTICLE XIV. Total or Partial Destruction.

14.1 If, during the term of this Lease, the Leased Premises or a substantial part thereof is destroyed or so damaged by fire or other casualties so as to become unusable for conservation agriculture purposes, then, at Lessee's option, the term hereby created will cease; and this Lease will become null and void from the date of such damage or destruction; and the Lessee must immediately surrender the Leased Premises and its interest therein to the Lessor. The Lessee must exercise such option to terminate this Lease by notice in writing delivered to the Lessor within thirty (30) days after such damage or destruction. The Lessee will continue to be liable to the Lessor for all rent accruing up to the date of termination of this Lease. If the Lessee does not elect to terminate this Lease, this Lease will continue in full force and effect.

ARTICLE XV. Holding Over.

15.1 Any holding over after the expiration of the term of this Lease Agreement or any extended term thereof, with the written consent of the Lessor, will be construed as a tenancy from month-to-month on the same terms and conditions herein specified and at the same rental provided for herein.

ARTICLE XVI. Default of Lessee.

16.1 If any one or more of the following events (hereinafter referred to as "an event of default") happens:

(a) The Lessee defaults in the due and punctual payment of the rent or any other amounts required to be paid hereunder and such default continues for three (3) business days after the receipt of written notice from the Lessor; or

(b) The Lessee neglects or fails to perform or observe any of Lessee's obligations hereunder and the Lessee fails to remedy the same within five (5) business days after the Lessee receives written notice from the Lessor specifying such neglect or failure (or Lessee fails to begin such cure within said five (5) days and proceed with due diligence to complete said cure when the default if it is of such a nature that it cannot
be cured within said five (5) day period); or

(c) The Lessee: (i) is adjudicated as bankrupt or insolvent; (ii) files a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Act (as now constituted or in the future amended); or (iii) makes an assignment of its property for the benefit of its creditors; or

(d) The Lessee neglects or fails to perform or observe any of Lessee's obligations under this Lease within one hundred and eighty (180) days after prior notice of any such neglect or failure, whether or not such prior neglect or failure was remedied within the time period provided in subparagraph (a) or (b), above.

Then, and in any one or more such events of default, the Lessor has the right, at its election and while any such event of default continues, to give the Lessee written notice of its intention to terminate this Lease on the date of such given notice or any later date specified therein; and on such specified date, the Lessee's right to possession of the Leased Premises will cease; and this Lease will thereupon be terminated. The Lessor may then re-enter and take exclusive possession of the Leased Premises or any part thereof and repossess the same as the Lessor's former estate and expel the Lessee and those claiming through or under the Lessee and remove the property and effects of both or either (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrearages of rent or preceding trespass and without prejudice to any remedies for arrearages of rent or preceding breaches of covenants.

A. Alternatively, the Lessor may elect if an event of default occurs not to terminate this Lease, but the Lessor will still have the right to elect to retake exclusive possession of the Leased Premises by evicting the Lessee if the Lessee has not otherwise abandoned the Leased Premises. In the event the Lessor elects to so take exclusive possession, the Lessee will not be relieved of its obligations and liabilities under the Lease, all of which will survive such repossession. In the event of such repossession, the Lessee must pay to the Lessor as current liquidated damages: the then value of the rent and other sums as herein provided which would be payable if such repossession had not occurred; less

B. The net proceeds, if any, of any reletting of the Leased Premises after deducting all of the Lessor's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys fees, expenses of employees, and necessary alteration costs and expenses in preparation of such reletting.

The Lessee must pay such damages to the Lessor within thirty (30) days after receiving written notice from the Lessor of such damages. If the Lessor must commence any action or proceeding to collect the foregoing amounts, or to enforce any other obligation of the Lessee under this Lease, the Lessor will be entitled to reimbursement for all costs and expenses and legal fees incurred in said matter,
including reasonable attorney’s fees.

ARTICLE XVII. Attorney’s Fees.

17.1 The Lessee agrees to pay and indemnify the Lessor against all legal costs and charges, including attorney’s fees, lawfully and reasonably incurred in obtaining possession of the Leased Premises after default of the Lessee or termination of this Lease, incurred in enforcing any covenant of the Lessee herein contained or any right granted to the Lessor, and incurred in collecting any rent, monies, or other damages owed by the Lessee to the Lessor under this Lease.

ARTICLE XVIII. Lessee to Save Lessor Harmless.

18.1 The Lessee covenants that it will indemnify, release and hold the Lessor, and its officers and employees, harmless from all claims, demands, judgments, costs, and expenses, including attorney’s fees, arising out of any accident or occurrence causing injury to any person or property whomsoever or whatsoever due directly or indirectly to the use or neglect of the Leased Premises or any part thereof by the Lessee and its officers, agents, employees, licensees, and invitees or any entity or person (and their officers, agents, employees, licensees, and invitees) holding under the Lessee, unless such accident or occurrence results solely from the tortious misconduct or negligent act or omission on the part of the Lessor, or its officers and employees; and the Lessee will indemnify and hold harmless the Lessor, and its officers and employees, from all damages and all penalties arising out of any failure of the Lessee, in any respect, to comply with all of the requirements and provisions of this Lease Agreement; and the Lessee covenants that the Lessee will keep and save the Lessor, and its officers and employees, and the Lessor’s interest in and unto the Leased Premises forever harmless from any penalty, damage, or charge imposed by any violation of any laws, whether occasioned by an act or omission of the Lessee, or by another or others in the Leased Premises holding under or through the Lessee. In addition, the Lessor, and its officers and employees, will not be liable to the Lessee for any livestock injuries or deaths, regardless of cause, incurred in connection with such livestock grazing upon the Leased Premises under this Lease Agreement, unless such injuries or deaths result from a negligent act or omission of the Lessor. However, any liability of the Lessor, or of its officers and employees, to the Lessee is subject to all the defenses, immunities, and limitations of the Colorado Governmental Immunity Act (Section 24-10-101, et seq.) and to any other defenses, immunities, and limitations to liability available to the Lessor, and its officers and employees, under the law.

ARTICLE XIX. Notices.

19.1 Any notice or other communication given by either party to the other relating to this Lease Agreement must be hand-delivered or sent by registered or certified mail, return receipt requested, or by overnight commercial courier, addressed to such other party at its respective addresses set forth below; and such notice or other communication will be
deemed given when so hand-delivered or three (3) business days after so mailed, or the next business day after being deposited with an overnight commercial courier:

If to the Lessor:

City of Fort Collins Natural Areas Department
Attn: Dave Myers, Land Conservation Manager
P.O. Box 580
Fort Collins, CO 80522

With a copy to:

City of Fort Collins – Real Estate Services
Attn: Real Estate Manager
P.O. Box 580
Fort Collins, CO 80522

If to the Lessee:

Poudre Valley Community Farms
Attn: Clinton Wilson, Executive Director
PO Box 26
Laporte, CO 80535

ARTICLE XX. Hazardous Material

20.1 As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Colorado or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is: (i) defined as a "hazardous substance" under applicable state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1321); (v) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6903); (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601); or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. Section 6991).

20.2 The Lessee must not cause or permit any Hazardous Materials to be brought upon, kept, or used in or about the Leased Premises by the Lessee, its officers, agents, employees, contractors, licensees, or invitees, without the prior written consent of the Lessor (which the Lessor will not unreasonably withhold as long as the Lessee demonstrates to the Lessor's reasonable satisfaction that such Hazardous Material is necessary or useful to the Lessee's operation; that it will be used, kept, and stored in a manner that complies
with all laws regulating any such Hazardous Material and will protect and preserve the Leased Premises and any other property in a safe and environmentally sound condition; and that the Hazardous Material will not materially interfere with the Lessor's use of the Leased Premises or cause damage to said Leased Premises.) If the Lessee breaches the obligation stated in the preceding sentence, or if the presence of Hazardous Material on the Leased Premises caused or permitted by the Lessee results in contamination of the Leased Premises or if contamination of the Leased Premises by Hazardous Material otherwise occurs for which the Lessee is legally liable to the Lessor for damage resulting therefrom, then the Lessee will indemnify, defend, and hold the Lessor, and its officers and employees, harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Leased Premises, damages for the loss or restriction on use of the Leased Premises, and sums paid in settlement of claims, attorneys fees, consulting fees, and expert fees), which arise during or after the Lease term as a result of such contamination. Lessee's indemnification of the Lessor includes, without limitation, any costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Leased Premises. Without limiting the foregoing, if the presence of any Hazardous Material on the Leased Premises caused or permitted by the Lessee results in any contamination of the Leased Premises, the Lessee must promptly take all actions at its sole expense as are necessary to return to the Leased Premises to the condition existing prior to the introduction of any such Hazardous Material to the Leased Premises; provided that Lessee will first obtain the Lessor's written approval of such action, which approval will not be unreasonably withheld so long as such action would not potentially have any material adverse effect on the Leased Premises or the Lessor's use of the Leased Premises.

ARTICLE XXI. Time of the Essence.

21.1 Time is of the essence of this Lease Agreement and each and every provision hereof.

ARTICLE XXII. Access and Use By Lessor.

22.1 The Lessor, and its officers, employees, and any other person properly authorized by the Lessor, shall at all times retain the right to enter upon the Leased Premises with prior reasonable notice.

22.2 The Lessor retains the right to use the Leased Premises so long as such use does not interfere with the Lessee's continuing use of the Leased Premises as provided in this Lease Agreement.

ARTICLE XXIII. Education.

23.1 The Lessee or appropriate employee of the Lessee will participate in education and
outreach programs regularly as described in exhibit “C”.

ARTICLE XXIV. "AS-IS" Nature of Leased Premises.

24.1 The Lessee acknowledges and agrees that the Lessor has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present, or future, of, as to, concerning or with respect to the Leased Premises and; (a) the value, nature, quality, or condition of the Leased Premises, including, without limitation, the water, soil, and geology of the Leased Premises; (b) the income to be derived from the Leased Premises; (c) the suitability of the Leased Premises for any and all activities and uses which the Lessee may conduct thereon including conservation agriculture (crops and livestock); (d) the compliance of or by the Leased Premises or its operation with any laws, rules, ordinances, regulations of any applicable governmental authority or body; (e) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Leased Premises; (f) the manner or quality of the construction or materials, if any, incorporated into the improvements located on the Leased Premises; (g) the manner, quality, state of repair or lack of repair of the improvements located on the Leased Premises; or (h) any other matter with respect to the Leased Premises and the improvements located thereon, and specifically, that the Lessor has not made, does not make and specifically disclaims any representations regarding compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements, including solid waste, as defined by the U.S. Environmental Protection Agency regulated at 40 C.F.R., Part 261, or the disposal or existence, in or on the Leased Premises, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder. The Lessee further acknowledges and agrees that having been given the opportunity to inspect the Leased Premises, and the improvements located thereon, the Lessee is relying solely on its own investigation of the Leased Premises and not on any information provided or to be provided by the Lessor. The Lessee further acknowledges and agrees that any information provided or to be provided with respect to the Leased Premises was obtained from a variety of sources and that the Lessor has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. The Lessee agrees that the Lessor is not liable or bound in any manner by any verbal or written statements or representations, or information pertaining to the Leased Premises, or the improvements located thereon, or the operation thereof, furnished by any real estate broker, agent, employee, servant, or other person. The Lessee further acknowledges and agrees that to the maximum extent permitted by law, the lease of the Leased Premises as provided herein is made on an “AS-IS” condition and basis with all faults. It is understood and agreed that the rent provided for under this Lease Agreement and any other consideration provided by the Lessee under this Lease Agreement has been adjusted and taken into consideration by the Lessee to reflect that all of the Leased Premises is being leased by the Lessee from the Lessor subject to the foregoing.
ARTICLE XXV. General Provisions.

25.1 Words of the masculine gender include the feminine and neuter gender; and when the sentence so indicates, words of the neuter gender refer to any gender. Words in the singular include the plural and vice versa.

25.2 This Lease Agreement is to be construed according to its fair meaning and as if prepared by both parties hereto and is deemed to be and contain the entire understanding and agreement between the parties hereto. There shall be deemed to be no other terms, conditions, promises, understandings, statements, or representations, expressed or implied, concerning this Lease Agreement unless set forth in writing and signed by both of the parties hereto.

25.3 The Article headings used herein are for convenience of reference only and in no way define or limit the scope or intent of any provision under this Lease Agreement.

25.4 Subject to the provisions hereof, the benefits of this Lease Agreement and the burdens hereunder inure to and are binding upon the parties hereto and their respective heirs, administrators, successors, agents and permitted assigns.

25.5 This Lease will be governed by and its terms construed under the laws of the State of Colorado. Any judicial proceedings commenced by either party to enforce any of the obligations, covenants, and agreements contained herein, must be commenced in the Larimer County District or County Courts.

25.6 Nothing contained herein is deemed or should be construed by the parties nor by any third party as creating the relationship of principle and agent, a partnership or a joint venture between the parties, or an employment relationship between the parties, it being agreed that none of the provisions set forth herein nor any acts of the parties will be deemed to create a relationship between the parties other than the relationship of lessor and lessee.

25.7 Failure of the Lessor to exercise any right or rights accruing to it by virtue of the Lessee's breach of any covenant, condition, or agreement herein does not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by the Lessee, nor will the Lessee be relieved thereby from its obligations under the terms of this Lease Agreement.

25.8 This Lease Agreement is made for the sole and exclusive benefit of the Lessor and the Lessee, their successors and assigns, and it is not made for the benefit of any third party.

25.9 The remedies of the Lessor under this Lease are cumulative; no one of them should be construed as exclusive of any other or of any other remedy provided by law.

25.10 The Lessor reserves the right to grant to any third party such easements and rights-of-way as it desires over, across, and under portions of the Leased Premises and to lease
all or any portion of the Leased Premises to any other third party so long as such easements, rights-of-way, and leases do not unreasonably interfere with the Lessee's continuing use of the Leased Premises as provided in this Lease Agreement.

25.11 No act or thing done by the Lessor or the Lessor's officers or employees during the term hereof will be considered as an acceptance of the surrender of the Leased Premises, and no agreement to accept such surrender will be valid unless in writing signed by the Lessor.

25.12 The Lessee, upon the expiration or termination of this Lease, either by lapse of term or otherwise, agrees to peacefully surrender to the Lessor the Leased Premises, including the improvements located thereon together with any alterations, additions, and changes made to such improvements by the Lessee during the term of this Lease Agreement, in good repair, as hereinabove provided, except for acts of God, ordinary wear, and damage by fire or other casualty not caused by the negligence of the Lessee or anyone under the Lessee's control.

25.13 The Lessee acknowledges and agrees that the Lessee has not relied upon any statements, representations, agreements, or warranties except such as they are expressed herein.

25.14 If any covenant, condition, or provision of this Lease Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such a covenant, condition, or provision will not in any way affect any of the other covenants, conditions, or provisions of this Agreement, provided that the invalidity of any such covenant, condition, or provision does not materially prejudice either the Lessee or the Lessor in their respective rights and obligations under the valid covenants, conditions, and provisions of this Lease Agreement.

25.15 To the extent necessary to carry out all of the terms and provisions hereof, the said terms, obligations, and rights set forth herein survive and will not be affected by the expiration or termination of this Lease Agreement.

25.16 The parties acknowledge that certain items of personal property may now be located on the Leased Premises. The Lessor makes no representations or warranties regarding its ownership of any such items of personal property or regarding the condition of such items. The parties hereto acknowledge that the said items of personal property located on the Leased Premises and within the improvements located on the Leased Premises may belong to third parties. The Lessee agrees to indemnify and hold harmless the Lessor, and its officers and employees, from and against any liability for any improper use or disposition by the Lessee of any items of personal property belonging to third parties.

25.17 Neither the Lessor nor the Lessee will be deemed in violation of this Lease Agreement if prevented from performing any of their respective obligations hereunder by reason of
strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God, acts of public enemies, acts of superior governmental authorities, weather conditions, rights, rebellions, sabotage, or any other circumstances for which they are not responsible or that are not within their control.

25.18 This Lease Agreement will not be recorded. However, at the request of the Lessee, the Lessor and the Lessee will execute a memorandum of lease for recording, containing the names of the parties, the legal description of the Leased Premises, the term of the Lease and such other information as the parties mutually agreed upon.

25.19 The obligations of the Lessor to commit or expend funds after calendar year 2020 are subject to and conditioned upon the annual appropriation of funds sufficient and intended to carry out said obligations by Lessor's City Council, in its sole discretion. If the City Council does not appropriate funds necessary to carry out any such obligations, the Lessor will notify the Lessee promptly of such non-appropriation. If such non-appropriation results in a material impairment of Lessee's right hereunder, the Lessee may terminate the lease, with no further recourse against the Lessor, by providing thirty (30) days written notice to Lessor. If Lessee does not exercise this termination right within sixty (60) days of receiving Lessor's notice of said non-appropriation, then Lessee waives its right to terminate the Lease pursuant to this section.
IN WITNESS WHEREOF the parties hereto have caused this Lease Agreement to be executed the day and year first above written.

THE CITY OF FORT COLLINS, COLORADO,
A Municipal Corporation

By: _____________________________
Darin A. Atteberry, City Manager

ATTEST:

_________________________
City Clerk

_________________________
[Print name]

APPROVED AS TO FORM:

_________________________
Assistant City Attorney

_________________________
[Print name]

Poudre Valley Community Farms, A Land Cooperative Ltd.
A Colorado limited cooperative association

By: _____________________________

Printed: ___________________________

Title: ___________________________
EXHIBIT "A"

Legal Description of the Property

The N 1/2 of the SE 1/4 of Section 19, Township 6 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado.

Excepting Therefrom that part conveyed to the Board of County Commissioners in deed of dedication recorded May 4, 1994 at Reception No. 94039129.

AND

The S 1/2 of the NE 1/4 of Section 19, Township 6 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado.

Excluding those parcels as described in deeds recorded November 4, 1971 Book 1482 at Page 68 and January 27, 1994 at Reception No. 94008704.
EXHIBIT "B"

OPTIONAL POLE BARNs

**Cole Pole Barn:** 2500 E. County Road 30, Fort Collins

- Approximately 1,400 square feet.
- Uninsulated wood pole frame; metal siding and roof; partial concrete floor.

**Soaring Vista Pole Barn:** 4200 E. County Road 30, Fort Collins

- Approximately 2,400 square feet.
- Uninsulated wood pole frame; metal siding and roof; partial concrete floor.

POLE BARNs – VICINITY MAP
EXHIBIT "C"

SCOPE OF WORK

**Conservation Agriculture.** Conservation agriculture takes a broad systems approach and includes principles from other methods, such as organic farming. What sets it apart, however, is a focus on protecting and enhancing natural resources. Conservation agriculture recognizes that production relies on well-functioning ecosystem services such as biodiversity enhancement, as well as water and soil conservation.

The Food and Agriculture Organization of the United Nations (FAO) defines conservation agriculture through a focus on the following practices:

1. Protect and enhance biodiversity
2. Provide environmental services (e.g. pollination, carbon sequestration, stormwater regulation)
3. Promote soil health
4. Conserve water and prevent pollution of waterways
5. Reduce the need for fertilizer or chemical inputs
6. Prepare for/adapt to climate change

The FAO further describes conservation agriculture as, “A farming system that can prevent losses of arable land while regenerating degraded lands. It promotes maintenance of a permanent soil cover, minimum soil disturbance, and diversification of plant species. It enhances biodiversity and natural biological processes above and below the ground surface, which contribute to increased water and nutrient use efficiency and to improved and sustained crop production.” Meta studies on conservation agriculture (e.g. Kessam et al., 2009) assert these practices result in improved ecosystem function and services, reduced greenhouse gas emissions, better adaptation to climate change and reduced vulnerability, and increased stability in production yields and incomes for farmers.

**Desired Outcomes.** As with the Lessor’s current agricultural management efforts, application of conservation agriculture efforts on natural areas will rely on partnerships with established agricultural experts and lease agreements that outline clear expectations for all parties. The Lessor does not want to be prescriptive in how an agricultural partner may manage a site. However, there is a need to establish an understanding of specific, expected outcomes and document partners’ progress toward meeting those goals. Expected outcome for conservation agriculture efforts on natural areas include:

- Shift from current monoculture to diversified plantings
- Integrate native seed mixes into grazed and not actively farmed areas
- Apply irrigation techniques that achieve greater water savings
- Employ practices to rebuild soil body for improved nutrient composition
- Integrate native plantings throughout farmed area to benefit wildlife including pollinators, birds, and small mammals; this may include establishment of Natural Areas Department-led, small scale restoration projects on portions of total acreage for a site

The Lessor will conduct annual assessments to document progress towards these stated outcomes which may include but not limited to:

- Bird and butterfly surveys
- Small mammal assessments
- Water use measurements
- Floristic quality surveys
- Soil assessments, including carbon capture analysis

The Lessor recommends implementing conservation agriculture farming practices on 85% of Flores del Sol. The remaining 15% (approximately 20-25 acres) will be conserved and enhanced through planting of native, pollinator-friendly grasses, shrubs, and forbs. Among the 120 acres dedicated to conservation agriculture, initially 25 acres will be dedicated to diversified vegetable farming. This will include crop beds of varying size and content, and related infrastructure. Lessee and Lessor will review and agree upon an annual plan for integrated pollinator habitat. Approximately 90 acres will initially support grazing and flexible use, which will allow for expansion of the diversified vegetable farming in the future. Grazed portions will integrate native species into seed mixes, to the greatest extent possible. This space will also feature innovative approaches to building habitat for insects, birds, and small mammals, while supporting intensive, rotational grazing that can be a model for other regional conservation agriculture projects.

The Lessor will work closely with the Lessee to establish financial contributions and design for additional habitat patches both surrounding and within agriculture fields. For example, larger shade trees may be planted, serving the dual purpose of creating a windbreak for agriculture operations while creating habitat for birds and small mammals. Additionally, the Lessor and Lessee will work together to plan for community engagement to help residents connect to nature in new ways. This may include connecting the property to the adjacent Colorado Front Range Trail and potential partnerships with the neighboring church. Any trail construction for the purposes of public engagement will be designed and constructed by the Lessor, with input from the Lessee. Other improvements to foster engagement or further the missions of either the Lessee or the Lessor (i.e. outdoor classroom space) will be discussed and planned accordingly.

The Lessee will maintain a portion of the site as “incubator fields.” These smaller sections of farmland (1-2 acres) will be used for training purposes and available to emerging farmers looking to establish independent operations in the region.

The Lessee will be responsible for providing Lessor with an annual report summarizing activities related to extending the environmental, social, and economic benefits of the conservation agriculture project to the community; including but not limited to:

- Biodiversity enhancements
- Number of community members served
- Number of partnerships formed and/or continued to serve underrepresented members of the community
- Emerging farmers engaged
CONCEPTUAL FARM LAYOUT

[Diagram showing the conceptual farm layout with different colored sections labeled as follows:
- Community garden
- Diversified vegetable garden
- Incubator Plots
- Grazing and flex use
- Parking and entrance
- Restoration
- Irrigation pond]