URBAN PRAIRIE RESTORATION PROJECT AGREEMENT

This LEASE AGREEMENT ("Agreement") is hereby entered into by the City of Council Bluffs, IA ("City") and The 712 Initiative ("Lessee") on the date last written below, and is effective on August 1, 2022.

WHEREAS; The City is the owner of multiple parcels of land, totaling roughly 15.66 acres, as shown on the attached map ("Property"). *See attached Exhibit A, which is incorporated herein.*

WHEREAS; the Lessee wish to utilize the Property as shown in *Exhibit A* for an Urban Prairie Restoration Project ("Project"), wherein Lessee will plant native grasses and wildflowers in order to provide habitat for birds, butterflies, bees and other local wildlife.

NOW, THEREFORE, in consideration for this Agreement, Lessee hereby agrees to the following terms and conditions:

1. TERM – The term of this Agreement shall be for a period of five (5) years, commencing on August 1, 2022 and terminating on July 31, 2027.

2. Lessee accepts the Property on an as-is, where-is basis with all faults and defects, known and unknown, and without representation or warranty, express or implied, by the City.

3. Lease shall use the Property for the planting and maintenance of native grasses in accordance with the Project only.

4. Lessee shall not maintain the Property for commercial gardening, vending, sales or any other usage generating income of any kind for any reason. Lessee shall not allow the cultivation or growth of any plant that is contrary to law, nor shall Lessee store, manufacture or sell any explosive, flammable or other inherently dangerous substance on the Property.

5. Lessee shall not use or apply any fertilizer, insecticides, unclean fill, contaminated soils, toxic substances or pollutants in violation of local, state and federal law. Lessee shall be liable for any cleanup costs and/or fines associated with the use of any banned substances under this paragraph.

6. Any required repairs to the Property, including, but not limited to: backfill, dirt removal and/or any required tillage for any part of the Property damaged by Lessee, except normal wear and tear, shall be made by Lessee at Lessee's expense.

7. Lessee shall not construct any building, install pavement, park vehicles, build a fire, or otherwise perform any acts which jeopardize or inhibit the use of lands adjacent to the Property.

8. Lessee does hereby agree to release, indemnify, defend, and hold harmless the City, its agents, and employees from any and all liability, suits, damages and/or claims which may arise as a result, be it direct or indirect, of activities undertaken by Lessee, their employees, invitees, agents, and/or independent contractors, pursuant to this Agreement.

9. Lessee shall pay all associated charges in connection with the use of the Property, including, but not limited to, water, sewer, gas, electricity, telephone or any other services or utilities used by Lessee under this Agreement.

10. Lessee shall receive written approval from the City prior to installing any signage on the Property, and shall be solely responsible for any costs associated with removal of any signage approved by the City herein.

11. Lessee shall keep the Property free of any noxious weed, litter, equipment and materials, debris, excess soils, nuisance, hazards, erosion, or any other violation under the City's municipal code, and Lessee shall be responsible for all maintenance of any grass, shrub or tree growth on the Property in order to comply with the same.

12. City shall provide mowing services on the entire Property up to five (5) times per year for the first two (2) years of the Term. Such services provided by the City under this paragraph shall not relieve Lessee from its responsibilities for upkeep of the Property in paragraph 11 above.

13. City shall, at all times, be responsible for any mowing associated with right-of-way and line of sight maintenance on the Property, and shall not be required to give notice to Lessee in order to perform the same.

14. Lessee shall not assign nor sublease this Agreement or any interest therein without written permission of the City.

15. Lessee shall allow the City to inspect the Property at any time for any reason.

16. Lessee and the City shall have the right to terminate this Agreement in full for any reason, with or without cause, by providing at least thirty (30) days written notice to the other party.

17. City shall have the right to remove any individual parcels from the Property area, for development or other City needs, while maintaining the existence of this Agreement on the remaining Property area.

18. In the event the City terminates this Agreement entirely or removes parcel from the Property area under the terms herein, City shall not be responsible for any payment or reimbursement to Lessee for anything related to the Project.

The 712 Initiative (Lessee)

_____
Lessee

_____
Print Name

_____
Title

City of Council Bluffs, IA (City)

_____
Matt Walsh, Mayor