

## AGRICULTURAL LEASE

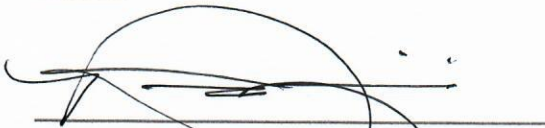
**THIS LEASE** made this 1<sup>st</sup> day of April, 2021, by and between St Charles River Estates Property Owners Association, hereinafter referred to as "Lessor" and William J. Faris hereinafter referred to as "Lessee".

1. IN CONSIDERATION of the payment of rent herein reserved and the keeping and performance of the covenants and agreements of Lessee hereinafter set forth, Lessor hereby leases unto Lessee for agricultural purposes the following described property situated in the County of Pueblo, State of Colorado, to wit:  
Parcel B St Charles River Estates, consisting of approximately 218.05 acres
2. The term of this lease shall be for ten years commencing on April 1, 2021 and ending on March 31, 2031. The Lease shall continue on a year to year basis thereafter unless either party notifies the other of the desire to cancel within 90 days of the then current termination date.
3. Lessee covenants and agrees to pay rent of \$500.00 annually to be paid upon execution of this agreement and the same amount on April 1<sup>st</sup> for each year that the lease is in place.
4. Lessee agrees to pasture the ranch in a thorough, careful, and husband-like manner so as not to over graze the premises.
5. Lessee agrees to repair and be responsible for maintaining all fences and to assume all expenses for the cattle.
6. If Lessee fails to promptly pay any amounts of rent required to be paid to Lessor or fails to keep any of the covenants, agreements, terms and conditions of this Lease or abandons the land or commits or suffers waste upon the land, Lessor may, with 30 days of notice to the Lessee, re-enter and take possession of said leased premises and hold and enjoy or re-rent the same if Lessor so desires without such reentry, working a forfeiture of any rents to be paid by Lessee to Lessor during the full term of the lease.
7. Lessee agrees to maintain at Lessee's sole expense general comprehensive liability insurance covering the Lease and providing a limit of not less than \$1,000,000 and naming Lessor and St Charles River Estates Property Owners Association as additional insured. Lessee shall provide to Lessor a copy of the insurance policy providing said insurance coverage.

8. The parties acknowledge that they are not in partnership and that Lessor shall not be financially responsible for any debts or liabilities of Lessee nor for accidents or damages to property caused by Lessee, its successors, assigns, or invitees.
9. This agreement shall be binding upon the respective parties, their successors, and assigns.
10. Prevailing Party. In any legal or equitable proceeding for the enforcement of this Lease, the prevailing party in such action shall recover from the non-prevailing party all of its costs incurred in such. Costs for purposes of this Paragraph shall include without limitation court costs and reasonable attorney's fees. For purposes of this Paragraph, the prevailing party shall be determined based on a consideration of which party is the most successful in the dispute/proceeding, taken as a whole

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

**LESSOR**



Rocky Mangini, President  
St Charles River Estates Property Owners Association  
5001 Saint Charles River Drive  
Pueblo, CO 81004

**LESSEE**



William J. Faris  
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