

GROUND LEASE

THIS GROUND LEASE ("Lease" or "Agreement") is made and entered into this ____ day of November, 2021, by and between the Town of Telluride ("Telluride" or "Lessor"), a home rule municipality, whose address is 113 W. Columbia Avenue, P.O. Box 397, Telluride, CO 81435 and

("Tenant" or "Lessee"). Lessor and Lessee may be referred to collectively as the "Parties" and the Parties may be referred to individually as a "Party." The "Effective Date" of this Lease shall be the latest date of the signature by any of the Parties in the signature blocks below.

I. General Provisions

A. **Demise of Premises.** Subject to the terms and conditions of this Lease, and each in consideration of the duties, covenants and obligations of the other hereunder, Lessor hereby demises and leases to Lessee and Lessee leases from Lessor approximately 400 square feet of land in dimensional limitations of sixteen feet (16') wide by twenty-five feet (25') as depicted in more detail on the attached Exhibit A, which is attached hereto and incorporated herein and located in what is known as the Telluride Town Park, Town of Telluride, San Miguel County, State of Colorado (the "Premises") and referred to on site and on the attached Exhibit A as Space _____.

Tenant understands that the Premises is part of a Town program known as the Temporary Winter Community Housing Program to permit occupancy by either free-standing or mobile recreational vehicles (the "Unit") within a portion of the parking area of the Telluride Town Park and with all users in close proximity of each other. As such, mutual respect of other tenants, park users and neighbors is expected as part of this Agreement and use of the Town Property.

B. **Term.** This Lease shall be for a term commencing on either Wednesday, November 24th, 2021 or the Effective Date hereof (whichever is later) to and including April 10, 2022, unless sooner terminated pursuant to the terms of this Lease.

C. **Rent and Security Deposit.** For and in consideration of the aforesaid lease and demise, Lessee covenants that during the term of this Lease, it will pay to Lessor, at its office in Telluride, Colorado, or at such other place as Lessor may designate hereafter in writing, a monthly rent of Three Hundred Dollars (\$300.00) payable in advance and without notice, pro-rata for any partial months. Upon the due execution of this Agreement, Lessee shall also deposit with Lessor the sum of Three Hundred Dollars (\$300.00) as a security deposit, which is security for any damage caused to the Premises or the surrounding areas of the Telluride Town Park during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement. Town shall, within 30 days after the termination of the lease or surrender and acceptance of the Premises, return to the Tenant the above described security deposit or return to the Tenant either a portion or none of the security deposit along with a written statement listing the reasons for retention of any portion or all of the security deposit. Town will mail the security deposit or the written statement listing the reasons for retention to the address listed above for Tenant, unless Tenant provides a subsequent updated address in writing to the Town.

D. **Improvements, Permitted Uses of Premises.** The Premises shall be used and occupied solely by Tenant for residential purposes. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises, including, in particular, all applicable rules and regulations in effect within the Telluride Town Park a copy of which has been provided to Tenant, unless clearly exempted herein. Specifically, those limitations, restrictions and expectations for the Premise include the following:

- 1) Within the 16 foot (16') by 25 foot (25') area of the Premises, Tenant may locate its trailer, mobile home or recreational vehicle inclusive of all slide outs, mirrors, etc appurtenant to the unit. Of the 25 foot (25') depth this includes the ability of Tenant to have five feet (5') of the unit extend north over the paved area and beyond the curb stop located on the Premise.
- 2) Tenant is permitted to locate a vehicle other than the trailer, mobile home or recreational vehicle on the site of the Premise, provided this vehicle can fit within the defined area of the Premise. The Town will issue a valid temporary parking permit for this vehicle to park on the Premises. If the vehicle cannot fit within the defined area of the Premise Tenant will work with the Town to determine if issuance of a parking pass, subject to a pro-rata fee for the same, for a location in proximity to the Premise can be accommodated under the current parking permit rules of the Town of Telluride.
- 3) There is hereby imposed a limitation on the number of domestic animals allowed on the Premises to two (2) and the imposition of a prohibition on the following: unleashed animals, unattended but tethered animals outside and all at-large animals on either the demised Premises but also within the entire Telluride Town Park. For any pet, Tenant shall be responsible for the prompt removal and proper disposal of any solid animal waste, which may be enforced by the Town either as a provision of this Agreement or separately under the applicable provisions of the Telluride Municipal Code requiring the same.
- 4) The entire property used for the Temporary Winter Community Housing program shall have recognized and enforceable quiet hours between 9 p.m. and 7 a.m. during the entire term of the lease. (Note: authorized Town Park use and maintenance by Town employees is not subject to these quiet hour restrictions.)
- 5) Electricity is being provided to each Premise site within the Temporary Winter Community Housing program and, as such, the **use of generators of any kind is strictly prohibited.**
- 6) Maximum occupancy on the Premise is limited to two (2) individuals per site unless Tenant applies for and receives Town approval for a larger extended family unit exception.
- 7) Regardless of how a mobile home or recreational vehicle may be plumbed, **there shall be no use of the plumbing (water or sewer) within the unit due to supply, servicing and freezing concerns.**
- 8) Each tenant will be afforded 24 hour access to the adjacent Town restroom, shower and dishwashing facilities near the Town Park swimming pool and provided with a unique individual code to access the same.
- 9) The Town will have an on-site manager of the Temporary Winter Community Housing program and Tenant agrees to follow all guidance and instruction from the same unless in clear conflict with the provisions of this Agreement.
- 10) Tenant shall keep each Premise in neat and tidy condition, shall keep up on snow removal within and around the Premise with particular attention to prevent the accumulation of snow loads on the roof of any mobile home or recreational vehicle that would endanger the structural integrity or safety of occupants and shall clean the site at the end of the term of this Lease to return the Premise to the condition found at the start of the Lease.
- 11) Outdoor use is limited to the area of the Premises.
- 12) The only permitted heating within a Unit is either electric or propane devices integrated into a Unit. Tenant acknowledges that the Town has provided Tenant with a 5lb ABC fire extinguisher and a smoke and Carbon Monoxide detector for the Unit. Tenant agrees that no propane tanks larger than a standard 20lb, approximately 5 gallon propane will be permitted on the Premises and Tenant commits that all propane tanks shall be secured to a fixed object or attached by appropriate means to other propane tanks. In addition, Tenant agrees that there shall be no combustible materials stored under or within ten feet (10') of the Unit.
- 13) Tenant and all guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise

disturb other residents; shall keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents; and shall dispose of all trash, garbage, rubbish or refuse in a manner that complies with applicable local and State rules and regulations, and Tenant shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the Premises.

- 14) All exterior lighting shall be limited and under the following standards and prohibitions:
- Exterior lighting must be down-directed and shielded so that no light rays are emitted above the horizontal plane.
 - Exterior bulbs shall be no more than 40 watts (or the equivalent).
 - Outdoor string lights are not permitted.

The Town reserves the right to amend or add to the rules governing occupancy of the Temporary Winter Community Housing Program if needed to address any issues or concerns that may arise during the Term of the Program provided the Town provides written notice of the same to Tenant.

E. **Indemnification.** Town shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises. Tenant hereby agrees to indemnify, defend and hold the Town harmless from any and all claims or assertions of every kind and nature associated with its use of the Premises or the terms of this Agreement.

F. **Termination.** Town shall have the right to terminate this Lease for a breach of any provision, particularly including those found in Section I.D of this Agreement. Upon termination Lessee shall have fifteen (15) days from the date of termination to vacate the entire Premises and Lessor shall have the right to repossess the Premises through process of law as well as the right to sue for and recover all rents and other sums accrued up to the time of such termination, including damages arising out of any breach on the part of Lessee.

Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement.

II. Miscellaneous Provisions.

A. **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to a Party in the address listed above in this Agreement.

B. **Severability.** In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

C. **Amendments.** The terms of this Lease shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

D. **Captions.** The captions or headings in this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of any provision or sections of this Lease.

E. **Waiver.** The failure of the Lessor to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition.

F. **Entire Agreement.** This Lease, including all Exhibits incorporated herein, constitutes the entire agreement between the Lessor and the Lessee. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Lease or the Premises.

G. **No Third Party Beneficiaries.** This Lease is not intended to create any right in or for the public, or any member of the public, including any subcontractor, supplier, or any other third party, or to authorize anyone not a party to this Lease to maintain a suit to enforce or take advantage of its terms.

H. **Attorney Fees.** If any action at law or in equity shall be brought to recover any payment under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, the prevailing Party shall be entitled to recover from the other Party reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

I. **No Assignment.** Lessee shall not be permitted to assign this Lease without the consent of Lessor.

IN WITNESS WHEREOF Lessor and Lessee have executed this Lease on the day and year above first written.

As to Landlord this _____ day of _____, 2021.

LESSOR: Town of Telluride, Colorado

Sign: _____ Print: _____

Date: _____

As to Tenant, this _____ day of _____, 2021.

TENANT ("Tenant"): _____

Sign: _____ Print: _____

Date: _____

TENANT ("Tenant"): _____

Sign: _____ Print: _____

Date: _____