

GROUND LEASE BETWEEN THE MEADOWS VALLEY PUBLIC SCHOOL DISTRICT AND THE CITY OF
NEW MEADOWS

THIS GROUND LEASE is made as of the ___ day of _____, 2023, between the MEADOWS VALLEY PUBLIC SCHOOL DISTRICT (“Landlord”) and the CITY OF NEW MEADOWS (“Tenant”).

1. Definitions.

The following terms as used in this Ground Lease shall have the meanings set forth as follows:

- 1.1 “Landlord”:** The Meadows Valley Public School District, whose address is 500 N. Miller Avenue, New Meadows, Idaho 83654.
- 1.2 “Tenant”:** The City of New Meadows, whose address is 401 Virginia Street, New Meadows, Idaho 83654.
- 1.3 “Leased Premises”:** That certain property now or hereafter located in the City of New Meadows, County of Adams, more particularly described as an area of land owned by the Meadows Valley Public School District behind the school parking lot/football field, as depicted on the site plan attached hereto as Exhibit “A”.
- 1.4 “Bike Park”:** The community bike park that Tenant will build and maintain on the Leased Premises.

2. Term

- 2.1** Landlord leases and Tenant rents the Leased Premises for (a) an interim term commencing on the date of this Ground Lease and terminating on the date the primary term commences and (b) for a primary term of ten (10) consecutive years commencing on _____, 2023, or on the first anniversary date of this Ground Lease, whichever first occurs, and terminating on the tenth (10th) anniversary of the commencement date of the primary term.
- 2.2** Tenant, by giving Landlord at least sixty (60) days’ written notice before the expiration of (2) consecutive periods of ten (10) years each on the same terms and conditions, except rent and length of term, as the primary term, and except that Tenant, by giving Landlord sixty (60) days’ written notice may cancel any option term then in effect.

3. Rent

- 3.1** Tenant agrees to pay Landlord rent in the amounts set forth below, payable in equal annual installments in advance on the first day of each year during the term of the Ground Lease (“Rent”).

During the primary term rent shall be as follows: One Dollar (\$1.00) per year.

In the event Tenant exercises the option to extend the term of this Ground Lease, Rent during the option terms shall be as follows: One Dollar (\$1.00) per year.

3.2. Rent shall commence on _____ 1, 2023, and thereafter will be paid on or before January 1 of each consecutive year. Rents for any partial rent period after the date rent payments commence shall be prorated.

3.3. Rent payments shall be mailed to Landlord's address as set forth in this Ground Lease. Landlord shall deliver to Tenant, with the execution and delivery of this Ground Lease, any completed and executed forms required by the Internal Revenue Service. Landlord agrees to cooperate with Tenant and to furnish Tenant with such tax forms and information as are reasonable required to insure Tenant's compliance with the Code.

4. Landlord's Title

4.1 Landlord covenants that Landlord is the holder of fee simple title to the Leased Premises and has full right and authority to make this Ground Lease.

4.2 Landlord covenants that Tenant shall have quiet and peaceful possession of the Leased Premises and enjoy all of the rights granted herein without interference from Landlord, anyone acting by, through or under Landlord, or anyone having title paramount to Landlord. Landlord covenants that there shall be no mortgage, deed of trust or other lien or encumbrance on the Leased Premises prior to the Ground Lease.

5. Installation and Maintenance

5.1 Tenant will be solely responsible for both the cost and installation of the Bike Park project.

5.2 Tenant will be solely responsible for the maintenance of the Bike Park project, including service, repairs, weed abatement and all upkeep to the Bike Park.

5.3 The Bike Park project shall be installed in a workmanlike manner, and in accordance with all applicable state, federal and local laws, as well all applicable regulations.

5.4 Tenant acknowledges that the Bike Park project will not affect water flow, or cause drainage issues on Landlord's property, including flooding and/or damage caused by water diversion onto Landlord's property.

6. Indemnification

6.1 Tenant, during the term of this Ground Lease, agrees to indemnify, defend and hold harmless Landlord from and against any and all liability, claims, damages, expenses, judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring in the portion of the Leased Premises owned by Landlord, unless caused by the willful or negligent act or omission of Landlord, its subtenants, agents, contractors or employees.

7. Compliance with Laws

7.1 Tenant agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the Leased Premises. Tenant may contest the validity of any such law, ordinance, rule or regulation but shall indemnify and hold Landlord harmless against the consequences of any violation thereof by Tenant.

8. Notices

8.1 Any notice provided for herein or desired hereunder shall be in writing and shall be given by personal delivery, by United States mail, postage or delivery charge prepaid, return receipt requested, addressed to, with respect to Landlord, to the Superintendent, and, with respect to Tenant, to the Mayor, at the addresses set forth above. The address to which notices are to be given may be changed at any time by either party by written notice to the other party. All notices given pursuant to this Ground Lease shall be deemed given upon receipt.

9. Memorandum of Lease

9.1 This Ground Lease shall not be recorded, but a Memorandum of Ground Lease shall be executed and acknowledged by the parties and recorded in Adams County.

10. Rights of Successors

10.1 All of the rights and obligations under this Ground Lease shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

11. Purpose of Lease

11.1 Attached hereto as Exhibit "B" is the Memorandum of Understanding entered into between Meadows Valley Public School District and the City of New Meadows relative to the New Meadows Bike Park, in that establishing a bike park location is the purpose of this Ground Lease.

12. Venue and Application of Law

12.1 Venue of any lawsuit arising out of the Ground Lease shall be Adams County District Court, State of Idaho.

12.2 This Ground Lease shall be construed under and governed by the laws of the State of Idaho.

EXECUTED as of the date first above written.

LANDLORD:

A. _____

By _____
Its _____

TENANT:

A. _____

By _____

Its _____