

## Lease for Real Property Roseland Property

This lease, entered on the \_\_\_\_\_, 2022, by and between the West Ada School District (hereinafter referred to as the Lessor) and the City of Star (hereinafter referred to as the Lessor).

### RECITALS

1. The Lessor is the owner of certain real property herein described, that is not presently needed for school purposes and the Lessor desires to lease such property.
2. Both Lessor and Lessee are governmental entities within the state of Idaho.
3. The Lessor, a governmental entity within the state of Idaho, desires to lease such property to provide for green open space and other such community goals, for the benefit of the community of the City of Star, including patrons and students of the Lessor.
4. The Lessor and Lessee desire to lease the property, in as-is condition, on the following terms and conditions.

### AGREEMENT

1. **Term.** Lessor leases to Lessee that certain real property herein described for a term commencing on \_\_\_\_\_, 2022 and to thereafter terminate on \_\_\_\_\_, 2022, unless otherwise terminated or extended pursuant to the terms of this Agreement.
  - a. **Successor Term.** Thereafter, the parties may agree to a continuation of tenancy on an annual basis.
2. **Rent:** In consideration of the covenants and agreements herein contained, Lessee shall pay to Lessor the sum of one dollar (\$1.00) on the execution of this Agreement as Rent for the Initial Term of this Agreement.
  - a. **Successor Rent.** Should the parties continue tenancy on an annual basis, the annual \$1.00 to be paid at the conclusion of each annual 12-month anniversary date of the commencement of the annual tenancy and if the annual tenancy is terminated during the period of an annual year, no adjustment of the rent shall be required.
3. **Property Description.** The real property covered by this Lease is described as:

Roseland Property – Lot 1, Block 2 of Roselands Subdivision No. 1, according to the official plat thereof, filed in Book 105 of Plats at Page(s) 14322 through 14324, official records of Ada County, Idaho.

Such property is hereinafter referred to as the Roseland Property.

4. **Uses.** Except as otherwise provided below, the Lessee agrees to use the above premises solely for the purpose of open green space and for no other purposes without the written consent of the Lessor.
  - a. **Fixtures.** As the tenant of the Roseland Property, Lessee recognizes that any fixtures that Lessee places onto the property shall be of a nature which can be removed by the Lessee without damage or destruction to the real property.
    - i. Prior to the placement of any fixtures, the Lessee shall request written permission from the Lessor, which shall not be unreasonably withheld.
    - ii. Should the Lessee install water sprinkler lines and or a water sprinkler system, such shall remain with the property as a permanent fixture and shall not be removed at the time the Lessee vacates the property.
    - iii. At the conclusion of the period of tenancy the parties shall engage in a conference to address the removal of any fixtures that have been placed upon the property, including a timeline for removal.
5. **Maintenance, Utilities and Landscaping.** Any desired landscaping improvements, including but not limited to the possible inclusion of a water sprinkler system, sod/grass, trees/bushes/shrubs, sidewalks and any other land improvement will be at the sole cost and at the sole responsibility of the Lessee. Lessee shall be responsible for obtaining all governmental approvals, after obtaining written pre-approval for such actions from the Lessor, which shall not be unreasonably withheld. Lessee shall be responsible for the maintenance of all land improvements as addressed in this paragraph, including but not limited to utilities costs and personnel activities.
  - a. Lessee shall be responsible for removal of all waste on the property at its own expense. Lessee shall always keep and maintain the ground and appurtenances thereon in good condition and shall, at its own cost and expense, make all necessary repairs in and about the property.
6. **Liability and Indemnification.** Lessee shall indemnify and hold Lessor harmless from and against all claims, actions, proceedings, costs, damages and liabilities arising out of, connected with, or resulting out of the use of the premises by Lessee or any other individual.
7. **Termination.** This agreement may be terminated immediately by Lessor for breach of this agreement by Lessee. Either party may terminate this agreement by thirty (30) days written notice of termination to the other party.
8. **Time of Essence and Default.** Time and the strict and faithful performance of each of the conditions of this agreement are expressly made the essence of this agreement. If Lessee defaults in the payment of rent or defaults in keeping any of the other terms of this agreement, Lessor may terminate this agreement by written notice to Lessee and repossess the leased property. Upon a declaration of said default, Lessee agrees to voluntarily relinquish possession of the leased property to Lessor.
9. **Insurance.** The Lessee is responsible for obtaining and holding all applicable insurance associated with the possession and use of the property, including but not limited to a

public liability policy on the rental property for the term of this lease, with the Lessor named as an additional insured. Lessee agrees to provide Lessor with written proof of such insurance as a precondition to leasing the premises referred herein.

10. **Attorney Fees.** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this agreement or to declare forfeiture or termination.
11. **Compliance with Laws.** Lessee shall comply with all federal, state and local laws, ordinances, rules, and regulations. If the attention of the Lessor is called to any such violation on the part of the Lessee or of any person employed or admitted to the leased premises by lessee, Lessee will immediately desist from and correct or cause to be corrected such violation.
12. **Disposal of Toxic Substances.** Lessee agrees to dispose of all toxic or hazardous substances used by Lessee in fulfilling this agreement in accordance with federal, state, local statues and regulations and further agrees to indemnify the Lessor from any liability resulting therefrom. Lessee shall not be responsible for any toxic or hazardous substances in existence on the property before Lessee takes possession.
13. **Assignment.** Lessee shall not assign this Lease Agreement without the prior, written consent of the Lessor nor allow any use of the leased premises other than as specified in the Lease Agreement.
14. **Failure to take possession.** If Lessee, being entitled to possession under this Lease Agreement, fails for any reason to take possession of or to use the leased premises, no rent refund shall be made and the full rent called for by this Lease Agreement, shall be payable to Lessee to Lessor, as liquidated damages, and not by way of penalty.
15. **Entire Agreement.** This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement.
16. **Modification.** Any modification of this Lease agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or authorized representative of each party.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease the day and year first above written.

**OWNER:**

**TENANT:**

**West Ada School District**

**City of Star, Idaho**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_