

**TOWN OF SILT
ORDINANCE NO. 7
SERIES OF 2024**

AN ORDINANCE OF THE TOWN OF SILT (“TOWN”) AMENDING A LAND LEASE AGREEMENT BETWEEN THE TOWN AND HIGHWATER FARM, A COLORADO NONPROFIT CORPORATION (“HIGHWATER”) FOR A LEASE OF A PORTION OF THE SILT RIVER PRESERVE KNOWN AS PARCEL # 2179-094-00-733 AND THE APPURTENANT WATER RIGHTS, FOR THE PURPOSE OF ACTIVE AGRICULTURAL PRODUCTION, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

WHEREAS, the Town of Silt (“Town”) owns certain real property located in the Town of Silt and Garfield County, Colorado known as Garfield County Assessor’s Parcel Number 2179-094-00-733 (the “Subject Property”), or more commonly known as the Silt River Preserve, subject to a conservation easement; and

WHEREAS, the Town is a “public body” authorized to grant leases in real property it owns; and

WHEREAS, Town entered into Ordinance No. 9, Series 2020 approving an Agricultural Land Lease with Highwater (“Lease”); and

WHEREAS, Highwater has exercised its rights under the Lease since 2020 and has farmed the land and provided youth training opportunities and community involvement events; and

WHEREAS, the Town and Highwater have identified certain amendments to the Lease that will better facilitate the relationship for occupancy of the property; and

WHEREAS, Highwater and the Town acknowledge that it is in the best interests of both parties to approve the amended and restated lease attached as **Exhibit A**.

WHEREAS, while the amended and restated lease does not change the term, the Board may consider land leases for periods greater than one year, following a public hearing, noticed in accordance with the Silt Municipal Code; and

WHEREAS, on or about April 22, 2024 and May 13, 2024, in duly noticed public hearings, the Board considered the amended and restated lease; and

WHEREAS, the Board determined that approval of this ordinance is in the best interests of the citizens.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, THAT the Highwater Farm amended and restated lease agreement attached as **Exhibit A** is hereby approved.

INTRODUCED, READ AND APPROVED ON FIRST READING, a public hearing, this 22nd day of April, 2024, at 7:00 p.m. in the Municipal Building of the Town of Silt, Colorado.

PASSED, APPROVED ON SECOND READING, following a continued public hearing, ADOPTED AND ORDERED PUBLISHED, this 13th day of May, 2024.

ATTEST:

TOWN OF SILT




Mayor Keith B. Richel



Town Clerk Sheila M. McIntyre, CMC

AGREED TO BY: Highwater Farm Project



Sara Tymczyszyn, Director



County of Garfield)
) §§
State of Colorado)

Sworn to me and subscribed before me this 15th day of MAY, 2024, by Sara Tymczyszyn.



Notary Public

SHEILA M MCINTYRE
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20014004306
My Commission Expires 2/8/2025

My commission expires: 2-8-25

Exhibit A
(See Attached Agreement to follow)

**AMENDED AND RESTATED
AGRICULTURAL LAND LEASE**

This AMENDED AND RESTATED AGRICULTURAL LAND LEASE AND AGREEMENT (the "Lease") is entered into as of the last signature collected hereto, by and between the Town of Silt, a Colorado home-rule municipality whose legal address is 231 N. 7th Street, Silt, CO 81652 (hereinafter, "Town") and Highwater Farm, a Colorado nonprofit corporation whose legal address is 7001 County Road 346, Silt, Colorado 81652 (hereinafter "Highwater"). Town and Highwater may be referred to herein individually without specification as "Party", or collectively as "Parties".

This Agreement is made with reference to the following facts:

- A. The Town owns certain real property located in the Town of Silt and Garfield County, Colorado, commonly known as the Silt River Preserve, otherwise known as Parcel # 217909400733, 791 County Road 346, a one hundred and thirty two acre parcel located south of the Colorado River and north of County Road 346, hereinafter "Subject Property."
- B. The Town is a "public body" authorized to grant leases in real property it owns.
- C. The Town entered into Ordinance No. 9, Series 2020 approving an Agricultural Land Lease with Highwater for a portion of the Subject Property.
- D. Certain circumstances have changed and the parties desire to amend and restate the Agricultural Land Lease as contained herein.
- E. The Town desires to lease a portion of the Subject Property, as depicted and described in **Exhibit A** and hereinafter known as the "Leased Property," including all appurtenances, described water rights, easements, and improvements related to the Leased Property for the purpose of active agricultural production.

LEASE AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual agreements, promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually undertake, promise, and agree for themselves, their respective representatives, successors and assigns, as follows:

- 1. Recitals: The foregoing recitals are hereby incorporated by this reference.
- 2. Purpose and Intent. Landlord and Tenant intend that the Leased Property, all appurtenances, water rights, easements and improvements as described herein be used for active agricultural production, fencing, irrigation, and related uses, including education, public engagement, and instruction. Agricultural production shall continue on the Leased Property during the Term, consistent with accepted agricultural practices regarding soil and water, and as further determined by Town and Highwater, in order to avoid erosion and weed proliferation on the Leased Property. If Highwater abandons or fails to utilize the Subject Property for its designated purpose of agricultural use for a period of 9 months this shall be considered a default

under this Lease.

3. Leased Property. The Town, in consideration of the terms contained herein, leases to Highwater, the real property depicted and described in **Exhibit A** consisting of approximately five (5) acres. Highwater may choose not to utilize all of the Leased Property at all times. On or before March 15 of each calendar year, Highwater shall give notice to the Town of that portion of the Leased Property that Highwater intends to utilize during the upcoming season together with a depiction of the area on an aerial photograph and an estimate of the acreage to be leased. No obligations under this Lease shall apply to any area for which Highwater provided notice to the Town that it will not utilize pursuant to this provision.

4. Lease Term. The term of this Lease commenced on April 28, 2020 and shall continue until December 31, 2025 ("Initial Term"). This Lease shall automatically renew for an additional five year term unless either party provides a notice of termination on or before November 1 of the last year of the current Initial Term or Renewal Term (each period of renewal is a "Renewal Term"), the Initial Term and all Renewal Terms may collectively be referred to as the "Term." The Term shall terminate December 31, 2055 and no further terms or rights of occupancy shall extend beyond this date unless the parties enter into a new lease.

5. Rent, Utilities, Other Expenses.

a. Rent. In recognition of the public benefits to be obtained from Highwater's agricultural use of the Leased Property, Highwater shall pay to the Town rent in the amount of ten dollars per year ("Rent").

b. General Utilities and Trash. Any expense or cost defined as a Utility under this Lease shall also be considered an Expense for purposes of Paragraph 6.

i. Reimbursements. The Town, in its discretion, may include in the total Expense calculation for each year the following expenses: (1) the cost, if any, for work performed by Town Staff for the benefit of the Leased Property; (2) the cost, if any, for other expenditures made for the benefit of the Lease Property, such as porta-potty rentals. Any expense in this provision shall be considered an Expense under this Lease. If the Town determines another porta-potty is necessary to meet Highwater's demand, it shall cause the same to be installed. Highwater may also request an additional porta-potty be installed through the Town.

ii. Trash and Rubbish. Highwater shall dispose of trash, garbage, rubbish, or refuse off the Leased Property and off the Silt River Preserve, in a responsible manner, at its sole cost and obligation. Town shall maintain public waste receptacles appropriate for public use of Silt River Preserve open space. Highwater shall not deposit its commercial waste in the receptacles installed by the Town.

c. Water Rights.

i. Usage. Highwater may utilize the following water rights owned by the

Town (collectively the “Water Rights”) without any additional compensation to the Town: An amount not to exceed 120 gallons per minute from the following Water Rights: (1) Rising Sun Ditch Priority No. 16; (2) Rising Sun Ditch 1st Enlargement Priority No. 64; (3) Rising Sun Ditch 2nd Enlargement Priority No. 226. Highwater’s use of the Water Rights shall be exclusive to the Leased Property.

- ii. Water Infrastructure. Highwater has installed its own pump and pipe system to deliver water associated with the Water Rights from the Rising Sun Ditch to the Leased Property. The pump must have a totalizing flow meter provided by Highwater. The meter may be installed by the Town or by Highwater on or before April 15, 2024. Highwater shall log the meter readings on a monthly basis. Nothing herein shall prevent the Town from entering into joint grant applications with Highwater for irrigation improvements that benefit the Leased Property. All water infrastructure installed by Highwater on the Leased Property shall remain Highwater’s property, and may be removed by Highwater at the termination of this Lease.
- iii. Town’s Participation. The Town acknowledges that ditch operator for the Water Rights has, at times, turned off the Water Rights without notice to Highwater. Such interruption of water availability without adequate notice causes damage to Highwater. If any Water Right is not available due to actions by the ditch operator, Highwater may make reasonable efforts to ensure the Water Rights are delivered as required under the Town’s agreement and to hold the ditch operator accountable and ensure the ditch operator is performing its obligations under the relevant agreement with the Town. If the Town receives notice from the ditch operator that any Water Right will be unavailable to the Lease Property for any period of time, the Town shall endeavor to provide notice to Highwater of that interruption in water availability as soon as reasonably practicable. The Town in its discretion may take reasonable efforts to assist Highwater with coordinating water deliveries with the Rising Sun Ditch including undertaking improvements to the ditch as may be authorized by the ditch operator.
- iv. Additional Utilities – Water Meter Cost. The Town may, in its discretion, include as an additional Utility under this Lease, the cost associated with Highwater’s usage of the Town’s electric meter for the irrigation pump associated with the Rising Sun Ditch and other farm related needs (“Meter Cost”). Unless otherwise determined, Highwater’s presumptive obligation for the Meter Cost will be calculated as one-third of the total amount charged at the aforementioned meter. The Meter Cost is considered a Utility under this Lease. If the Town intends to include the Meter Cost in the Utilities owed by Highwater for any given year, it shall give Highwater at least thirty (30) days’ notice of that intention prior to when Expenses are due.

- v. Additional Utilities – Ditch Assessment. The Town may, in its discretion, include as an additional Utility under this Lease, the Rising Sun Ditch assessments payable by the Town associated only with the Water Rights defined under this Lease (“Ditch Assessments”). Highwater’s obligation, if any, shall be calculated as: (the total assessment amount) multiplied by (the area irrigated by Highwater divided by the area of the Silt River Preserve property irrigated by Town or its other lessee(s)). If the Town intends to include the Meter Cost in the Utilities owed by Highwater for any given year, it shall give Highwater at least thirty (30) days notice of that intention prior to when Expenses are due.

6. Expense Abatement.

- b. Definition of Expense. An “Expense” under this Lease shall mean any financial obligation owed by Highwater to Town pursuant to this Lease, including by way of example, Rent, Utilities, Reimbursements, Meter Cost, or Ditch Assessments (collectively “Expenses”).
- c. Calculation and Payment of Expenses. All Expenses under this Lease shall be calculated annually by the Town by December 31 and presented to Highwater in writing on or before January 31 of the year immediately following. All Expenses as determined by the Town will then be due from Highwater on or before March 31 of the year immediately following. Highwater will provide an annual presentation to the Town regarding the state of the farm, and the Town will add Highwater to the meeting agenda, at a time mutually convenient for all Parties. Highwater’s inability to provide an annual presentation will not be considered a breach of this Lease whatsoever.
- d. Community Participation. The Town wishes to induce Highwater to participate in community focused events, such as markets, concerts, farmer’s markets, holiday events, third-party events hosted within the Town, events supporting nonprofits, school events, or Highwater’s own public events conducted within the Town’s Old Town; any such event is defined as a “Community Event.” Highwater’s participation in a Community Event is not an obligation under this Lease, and Highwater’s failure to participate in any Community Event shall not be considered a breach of this Lease.
- e. Expense Abatement Calculated. To compensate Highwater’s participation in Community Events, the Town shall abate the Expenses calculated annually pursuant to paragraph 6(c) as follows:
 - i. Highwater participated in one Community Event that fiscal year: Expenses shall be reduced by ten percent (10%);
 - ii. Highwater participates in two Community Events that fiscal year: Expenses shall be reduced by twenty-five percent (25%);

iii. Highwater participates in three Community Events that fiscal year: Expenses shall be reduced by fifty percent (50%); and

iv. Highwater participates in four Community Events that fiscal year: Expenses shall be reduced by one hundred percent (100%).

7. Operations Subject to AVL T Management Plan. The rights provided under this Agreement are subject and subordinate to the terms and provisions of the Silt River Preserve Management Plan and the Deed of Conservation Easement for the Silt River Preserve with the Aspen Valley Land Trust recorded in the public records of Garfield County at Reception No. 795360. Any violation of the Silt River Preserve Management Plan and the Deed of Conservation Easement by Highwater shall constitute a breach of this Agreement.

8. Weed Control. Highwater is responsible for the control and removal of noxious weeds from the Leased Property prior to seed dispersal as defined in the Colorado Noxious Weed Act. Prior to application of any herbicide, the Town and/or Aspen Valley Land Trust shall review and approve the type and use of such herbicide. Town is responsible for control and removal of noxious weeds for the Silt River Preserve outside of the Leased Property.

9. Chemical Application. Town shall maintain no less than a two hundred (200) foot buffer for herbicides/pesticides applied surrounding the Leased Property. Highwater will keep documentation concerning any all any chemical herbicides, pesticides, and fertilizer applied to the Lease Property; which documentation shall include the type of chemical applied, when it was applied, and the method of application. These records shall be made reasonably available upon request by the Town.

a. Toxic Substances. If Highwater uses or stores any substances on the Lease Property which is defined as hazardous substances by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 USC §9601, Highwater must do so in a commercially reasonable and responsible matter. Highwater shall indemnify, defend and hold the Town harmless for the release of any such substances onto the Leased Premises caused by Highwater.

10. Livestock. The Town leases portions of the Silt River Preserve for livestock grazing, but such tenants are required to reasonably prevent such livestock from leaving the tenants' leased property and entering the area of the Highwater Leased Property. Notwithstanding the foregoing, Highwater acknowledges Colorado is a "fence out" state and that it may erect fencing sufficient to keep livestock out of the Leased Property at its discretion and at its sole expense. Likewise, Highwater may maintain livestock, including chickens, on the Leased Property in accordance with the Silt River Preserve Management Plan and as sanctioned by Aspen Valley Land Trust so long as Highwater reasonably prevents such livestock from leaving the Leased Property.

11. Vehicle and Machinery Storage. Highwater's storage of vehicles or machinery not actively used as part of the agricultural operation is prohibited. No unlicensed vehicle shall be stored on the Leased Property. Highwater's maintenance of vehicles and machinery used in agricultural operations may be conducted on Leased Property. Highwater shall collect and dispose of any and all spills or losses of fluid associated with vehicles or agricultural machinery on the

Leased Property consistent with applicable law.

12. Existing Vegetation. Highwater shall not disturb existing hedgerows and brush areas unless they are part of or attached to the Leased Property.

13. Federally Prohibited Crops. Highwater shall not engage in the growing, maintenance, or distribution of federally prohibited crops on the Leased Property.

14. Crops. Highwater shall be entitled to all crops if the termination of this Lease is not a result of Highwater's breach of the Lease, or the Silt River Preserve Management Plan / Deed of Conservation Easement, and shall retain harvest rights through the end of the growing season. If the Town terminates or cancels the Lease as a result of Highwater's default and failure to cure in accordance with the terms of this Agreement, all agricultural products shall be harvested or otherwise gathered and sold, if possible and reasonably practical, with the proceeds of such sale going to the Town to cover its costs and the remainder shared between Town and Highwater based on the percentage of the growing season each was in possession of the Leased Property. The Town will not retain or possess a security interest in the crops.

15. Fences. Highwater shall be responsible for maintaining all fences and gates (that Highwater installs) in working condition for the Leased Property, at Highwater's sole cost. Highwater shall not erect any fence across a Silt River Preserve road or otherwise obstruct access to areas that are not part of the Leased Property. The Town will maintain all other fences on the Subject Property. Highwater's removal of fencing is permitted with Town's approval, but if Highwater removes fencing, it must be reinstalled upon termination of this Agreement.

16. Fixtures and Improvements. In the case that the Agreement is terminated for a reason other than Highwater's breach of this Lease Agreement, Highwater may remove its fixtures and improvements from the Property within sixty days. If such fixtures and improvements are not removed within sixty days of termination, they shall become the property of the Town.

17. Erosion. Highwater shall not engage in any activity on the Leased Property or the Silt River Preserve that results in the loss of soil or changes the topography or grade of any portion of the Silt River Preserve. Highwater shall cease irrigation activity or practices temporarily if any ditch, lateral, pipeline, or other irrigation infrastructure component becomes damaged or inoperable.

18. Inspections. The Town reserves the right for itself, its agents, and employees to enter the Leased Property at any reasonable time to inspect the Leased Property and to work and make improvements as the Town shall deem necessary. Except in exigent or emergency circumstances, the Town shall give Highwater forty-eight (48) hours' notice before entering Leased Property.

19. No Guarantee. The Town makes no guarantee of the productivity of the Leased Property or the availability of the Water Rights and assumes no liability of any condition, visible or not, which may affect agricultural productivity of the Leased Property.

20. Structures. Highwater has permission to install infrastructure that is directly necessary to the farm operation and youth programs as approved through the Town's permitting process. Anticipated infrastructure includes: greenhouses, hoop houses, caterpillar tunnels, tool

sheds, a wash station, a walk-in or portable cooler, shade structure, and an event space. Any infrastructure installed by Highwater shall remain Highwater's sole property and may be removed at any time within Highwater's sole, subjective discretion.

21. Commercial Activity. Highwater shall not permit any commercial activity on the Leased Property unless it directly relates to produce sales, planned events or youth programming. Prior to hosting any event on the Leased Property that will have more than one hundred persons, Highwater shall obtain the written permission of the Town, including by email. Highwater shall not rent the Leased Property to any third party without the Town's written permission (e.g. weddings, concerts, camping events, etc), which shall not be unreasonably withheld.

22. Termination and Default.

- a. Condition of Leased Property Upon Termination. Upon termination at the end of the Lease term or for any other reason, Highwater must vacate the Leased Property and remove all personal possessions and aboveground improvements Lessee made to the Leased Premises. At landlord's discretion, the Leased Property may either be remediated into the same condition as at the commencement of this Lease, or better, normal wear and tear notwithstanding and improvement to soil conditions notwithstanding, or it may be left in its then-existing state.
- b. Default; Notice of Default. If either party shall default in the material performance of its obligations, covenants or agreements under this Lease and such default shall not be cured within one hundred-twenty (120) days after written notice to the defaulting party, then the non-defaulting party may declare the Lease terminated. Notwithstanding the foregoing, if the default is such a nature that it cannot be cured within said one hundred-twenty (120) day period, then the defaulting party will have complied with this requirement to the extent it proceeds with reasonable diligence thereafter to cure the alleged default. In the event that the default creates a material restriction on the Town's use of the Subject Property for public purposes, then the cure period shall be reduced to such period as the Town may reasonably determine. The parties recognize that weather, "acts of God," floods, or similar unforeseen events may, in extreme circumstances, interfere with the Lessee's farming practices and could prevent Highwater's timely compliance with the terms of the Lease. The Town shall take such circumstances into account before declaring an event of default.

23. Insurance. Highwater shall procure and maintain, for the term of the lease, insurance against claims for injury to persons or damage to property which may arise from or in connection with occupancy and use of the Leased Property.

- a. Minimum Insurance. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. Highwater's insurance shall be

primary and non-contributory with any insurance or self-insurance purchased by the Town. The insurance companies issuing the policy or policies hereunder shall have no recourse against the Town for payment of any premiums or for assessments under any form of policy. Highwater shall pay any and all deductibles or self-insured retentions in the above-described insurance policies at its sole cost and expense.

- b. Acceptance of Risk: Highwater shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverages. Highwater is not relieved of any liability or other obligations assumed or pursuant to the lease by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
- c. Coverage and Limits of Insurance: Highwater shall provide coverage with limits of liability not less than those stated below. An umbrella or excess liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.
- i. Statutory Workers’ Compensation: Highwater shall abide by all laws related to worker’s compensation insurance, including statutory minimums required by the state of Colorado.
- ii. Exemption: Town shall not dispute Highwater’s potential exemption from Colorado Worker’s Compensation Act requirements, but in no way shall be responsible to workers, students, employees, owners, or agents of Highwater for such insurance.
- iii. Insurance Certificates: Highwater’s insurance certificates shall list the Town as an additional insured.
- iv. Limits: Minimum Limits:
- | | |
|---|------------|
| Commercial General Liability – ISO 1CG 0001 form or equivalent
<i>(With Town named additional insured)</i> | |
| General Aggregate | \$ 300,000 |
| Products/Completed Operations Aggregate | \$ 300,000 |
| Each Occurrence Limit | \$ 300,000 |
| Personal/Advertising Injury | \$ 300,000 |
| Fire Damage (Any One Fire) | \$ 100,000 |
| Medical Payments (Any One Person) | \$ 5,000 |
- v. Coverage to include:
- Premises and Operations

- Personal / Advertising Injury
- Products / Completed Operations
- Independent Contractors
- Additional Insured—Owners, Lessees or Contractors Endorsement

d. Default of Insurance Coverage. In the event Highwater fails to maintain the insurance coverage described herein, Highwater shall have seven days to cure (regardless of any other cure provision herein) such default after receiving written notice from the Town.

24. Governmental Immunity. The Town and Highwater agree that use of the Leased Property is governed by the Colorado Recreational Use Statute, C.R.S. §33-41-101, *et seq.*, which limits liability for property owners granting leases of public property. Nothing in this Lease Agreement shall be construed as a waiver of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, as may be amended. Nothing herein shall be construed to create a partnership or other joint venture between the Town and Highwater.

25. Indemnification. Highwater agrees to indemnify, defend and hold the Town harmless from any claim brought by any third-party arising out of Highwater's use of the Leased Property (including any claim related to actions of Highwater's employees, guests and invitees) or arising out of the failure of Highwater to conform or comply with this Agreement, any statute, ordinance, regulation, law or court decree.

26. Authority. Highwater has taken all necessary action to authorize the execution, delivery and performance of this Lease Agreement and has the power and authority to execute, deliver and perform this Lease Agreement. The person signing this Lease Agreement on behalf of Highwater warrants that she/he has full power and authority to bind Highwater.

27. Attorneys' Fees. In the event of a legal action or proceeding to enforce or interpret any of the terms of this Lease Agreement, the substantially prevailing Party shall be responsible for payment of the other Party's attorney fees.

28. Waiver. The failure of a Party to insist in one or more cases upon the strict observation of any of the terms of this Lease Agreement is not a waiver or relinquishment of the right to so insist in any future case involving any of the terms of this Lease Agreement.

29. Assignment. This Lease Agreement is not assignable without the written consent of the Town.

30. Third-Party Rights. Nothing in this Lease Agreement, express or implied, is intended to confer any right or remedies whatsoever on any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

31. Headings. The headings of the various paragraphs of this Lease Agreement have been inserted for reference only and shall not have the effect of modifying, amending or changing

the express terms and provisions of this Lease Agreement.

32. Severability. Invalidity or unenforceability of any provision of this Lease Agreement in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of the Lease Agreement.

33. Modification. The terms of this Lease Agreement may not be modified except in a writing executed by all of the Parties.

34. Governing Law. This Lease Agreement shall be governed by and construed under Colorado law.

35. Recordation. This Lease Agreement will not be recorded in the records of the Garfield County Clerk and Recorder, but instead will be kept in the records of the Town Clerk.

36. Entire Agreement. This Lease Agreement, together with its Exhibits, is the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior oral or written agreements or understandings between the Parties pertaining to the subject matter of this Lease Agreement.

37. Counterparts and Facsimile Signatures. This Lease Agreement may be executed in counterparts, each of which may be considered an original, and all of which together shall constitute one and the same document. Facsimile, or otherwise electronically generated copies of the signature pages shall be treated as original signature pages.

38. Lien or Mortgage. Highwater shall not pledge a mortgage, security interest, or cause any lien to be recorded against the Leased Property during the term of this Lease Agreement.

39. Notices. Notices required under this Lease Agreement shall be sent to the addresses identified on page 1. In the event that a party's address changes, said party shall provide written notice to the other party. Notices shall be deemed received two business days after they are sent.

IN WITNESS WHEREOF, Town and Highwater have caused this Lease Agreement to be executed as to the date the last signature is obtained.

TOWN OF SILT

Keith B. Richel 5-14-24
By Mayor Keith B. Richel Date



ATTEST:

Sheila McIntyre 5-14-24
Town Clerk Sheila McIntyre, CMC Date

HIGHWATER FARM

Sara Tymczyn 5/15/24
Sara Tymczyn, Executive Director Date

EXHIBIT A
Description of Leased Property

See attached PDF



potential expansion area (1.5ac)

lease area (3.5ac)

approx. property boundary

Exhibit A - Highwater Farm Lease Area



October 2023