

## River District Garden Farm Lease

### 1. The Parties.

This Lease Agreement is entered into on this 1st day of November, 2021, between the River Crossing Homeowners Association (“Lessor”) whose mailing address is 1421 N. Meadowwood Lane, Liberty Lake, WA 99010, and River District Market Farm, LLC (“Tenant”) for the Lease of certain land Lessor common area.

### 2. Statement of Purpose.

**Whereas** the parties hereto are committed to working together on the development of an urban garden farm on the property described herein; and

**Whereas** both parties share an interest in making available fresh and sustainably grow agricultural products to families in the River District neighborhood and the local community; and

**Whereas**, both parties share an interest in promoting the education and understanding of sustainable farming methods and share the vision for the project and work plan as described in attached Appendix No.1.

**The Parties agree as set forth below.**

### 3. Description of the Lease Premises.

The premises shall consist of the lands, structures and greenhouse located along the Avista powerline easement south of Indiana Avenue and more particularly described as:

Tract S in Rivercrossing Third Addition

### 4. Farm Plan.

Parties have agreed to a farm plan including the following:

- A. The Tenant has prepared a farm plan attached here to as Appendix No. 1. The parties agree that the farm shall be operated consistent with this plan.
- B. Not later than December 31, 2021 Tenant shall provide the Lessor with plan for the planting of the greenhouse and the vegetable beds, providing a list of the plant varieties to be started and planted.

### 5. Lease Term and Renewal.

- A. The initial term of the lease shall be for a period of 12 months, commencing on November 1, 2021 and ending on October 31, 2022.
- B. During the term of the lease the Tenant shall have a right to the harvest all of the crops in the greenhouse and ground and the fruits of any tree on the premises.

- C. The Parties shall have the option to renew the Lease for an additional three 1-year periods. Tenant shall deliver to the Lessor a written request to renew the lease for the additional period. Lessor shall have 30 days to provide written notice of acceptance or rejection of the offer. If the Tenant fails to deliver said notice, the lease shall terminate at the end of the current term. Conversely, if the Lessor fails to notify the Tenant the lease shall automatically renew for the additional period.

## **6. Rent**

- A. The Tenant Agrees to pay the Lessor rent of one dollar (\$1.00) per year
- B. The rent, including utilities, may be renegotiated for any lease extension by the parties.
- C. The Lessor shall be responsible for the water used on the property. The property is currently irrigated by the Lessor as community common area. The Lessee shall be responsible for any modification to the existing irrigation system.
- D. The Lessee shall be responsible for the following costs and charges:
  - 1) Gas charges for heating the greenhouse;
  - 2) Electrical costs for all of the buildings located on the premises.
- E. The Tenant shall be responsible for all of the labor and operating costs for the operation of the farm on the premises, with the exception of the utilities listed above in Section 6.C, including seeds, farm supplies, additional tools and equipment beyond that provided by the Lessor, compost, fertilizer and soil amendments.

## **9. Permitted Uses:**

Tenant is hereby permitted all normal activities associated with the urban garden farm purposes including the following:

- A. The planting, cultivating and harvesting of crops, including perennial crops; application of soil amendments; pest and weed management, erection and management of temporary structures such as greenhouses, hoop houses, temporary fencing, and irrigation systems.
- B. No activities shall start prior to 7:00am nor extend after 7:00pm except for community gather events.
- C. Tenant agrees to cooperate with the Lessor to resolve any complaints received from persons living in the vicinity of the farm.
- D. Tenant understands that the farm is located in an urban environment with many homes nearby and agrees to maintain the premises, equipment and buildings visual appearance at a high level and compatible with the surrounding residential development.
- E. Tenant shall keep the property, buildings and equipment in ordinary, efficient and good operating condition.
- F. The Lessor shall have a right to inspect the farm at any time and the Parties shall conduct a monthly joint inspection of the farm.
- G. The Tenant agrees to abide by all local, state, and federal laws.
- H. Tenant shall manage noxious weeds and invasive species according to best management practices.

**10. Community Agriculture Program**

The parties agree to work together on the development and implementation of a community agriculture program in which CSA shares or farm shares are sold and made available to families in the surrounding community and the general public, with the following conditions:

- A. The community agricultural plan will be detailed and agreed to by the parties not later than December 31, 2021.
- B. The Tenant shall operate a farm stand on the premises that shall be open not less than one day per week during the farm harvest season.

**11. Insurance**

Tenant is responsible for maintaining general liability insurance with coverage of One Million dollars aggregate/ One million dollars per occurrence and naming Lessor as additional insured. Lessor will maintain fire and extended casualty insurance coverage on the premises of not less than \$100,000. Evidence of insurance shall be provided to the other party at the commencement of the lease term.

**12. Default**

Failure by the Tenant to observe and perform any of his/its obligations under this Lease for a period of thirty (30) days after receiving written notice specifying such failure and requesting that it be remedied, unless such period to remedy is extended by agreement of the Parties. Whenever any event of default referred to above shall have happened and not be cured per this lease, the lessor may re-enter and take possession of the leased premises.

IN WITNESS THEREOF, the parties have executed this lease effective as of the date first forth above.

**Lessor**

River Crossing HOA, a Nonprofit Corporation

By: Jim Frank  
President, Board of Directors

**Tenant:**

River District Garden Farm, LLC

By: Jim Frank  
Manager

Appendix No.1

**Farm Setup Costs and Equipment**

**1. Initial Farm Setup (\$34,500)**

Irrigation \$7,500.00

Walk-in cooler and Farm Stand to be a custom new container for a cost not to exceed \$20,000.00

Processing facility and Equipment Storage using the existing container on the site. The cost of remodeling and paint the container not to exceed \$7,000.

**2. Farm Equipment/Tools (\$19,100)**

BCS 77ps hydrostatic (two-wheel tractor) \$6,675

Power Harrow \$2,290 (attachment)

33" HD Rear-tine tiller \$1701 (attachment)

Silage Tarps \$2000

Mower/Weed Wacker \$2,000

Hand tools \$1,100

4 rakes \$80

4 flat shovels \$80  
4 curved shovels \$80  
4 picks \$80  
4 Wheel Barrows \$400  
2 Wheel Hoes \$400  
4 Stirrup Hoes \$80

Used Electric Golf Cart \$3000

Appendix No. 2

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# PROJECT TIMELINE

## OCTOBER 21

- PLANT COVER CROP
  - PLANT GARLIC
- GREENHOUSE INSTALL
- PROCESSING PLANNING
- WALK-IN COOLER PLANNING
- FARM STORE PLANNING

## NOVEMBER 21

- BUILD WALK-IN COOLER
  - BUILD FARM STORE

## DECEMBER 21

- BUILD PROCESSING
- PREP GREENHOUSE

## JANUARY 22

- PLANT GREENHOUSE
- FINISH ANY BUILDING LEFT

## FEBRUARY 22

- PLANT GREENHOUSE
- PREP BEDS OUTSIDE

## MAR 22

- PREP BEDS OUTSIDE
- PLANT BEDS OUTSIDE
- INSTALL HIGH TUNNELS

## APR 22

- PREP BEDS OUTSIDE
- PLANT BEDS OUTSIDE
  - PLANT SALES

## MAY 22

- PREP BEDS OUTSIDE
- PLANT BEDS OUTSIDE
  - HARVEST

## 1 EVENT

PLANT SALE

## JUNE 22

- PREP BEDS OUTSIDE
- PLANT BEDS OUTSIDE
  - PLANT SALES
  - HARVEST

## 2 EVENTS

- PLANTING CLASS
- FARM STORE GRAND OPENING

## JULY 22

- PREP BEDS OUTSIDE
- PLANT BEDS OUTSIDE
  - PLANT SALES
  - HARVEST

## 3 EVENTS

FARM TOUR  
WORK PARTY  
FARM DINNER

## AUGUST 22

- FARM MANAGEMENT
- FARM EXPANSION

## 3 EVENTS

FARM TOUR  
FALL PLANTING CLASS  
FARM DINNER

## SEPTEMBER 22

- FARM MANAGEMENT
- FARM EXPANSION

## 2 EVENTS

FARM TOUR  
WORK PARTY  
· FARM EXPANSION

## OCTOBER 22

- PLANT COVER CROP
- PLANT GARLIC
- FARM EXPANSION

