

# **TRASH CONTAINER GROUND LEASE AGREEMENT**

Lease agreement made and entered into on the 1<sup>st</sup> day of September, 2003 between **SAMPSON COMMUNITY CLUB** a Colorado not for profit corporation, 16150 Sampson Road, Littleton, Colorado 80121-9627, referred to as lessor, and **SAMPSON ROAD ASSOCIATION INC.** a Colorado non-profit corporation, P.O. Box 620392, Littleton, Colorado 80162-0392, referred to as lessee.

In consideration of the lessee's payment of the rent and performance of the other provisions of this lease agreement, lessor leases to lessee a location for trash containers on the lessor's real property located at the above address in Jefferson County in the State of Colorado.

## **OCCUPANCY**

This lease permits a maximum of 500 square feet for trash containers. The location of the trash containers shall be to the right or south side of the entrance to Sampson Road opposite the mailbox area after entering off South Dear Creek Road. This area will be constructed back away from the road entrance area so that there is room for adequate screening and there remains a large area for ingress and egress as well as standing vehicles. **NOTE: NO PARKING OF VEHICLES AT ANYTIME SHALL BE PERMITTED IN THIS AREA AND SIGNS SHALL BE PLACED AND MAINTAINED IN THIS AREA BY LESSEE TO THIS EFFECT.**

The pad shall be approximately 15' by 30'. The site shall be screened on three sides. The front by fencing or gates, the west and south side by a screen of manmade material 2' from the pad or landscaping 5' from the pad.

## **TERM**

This lease agreement will be for a ten-year period beginning the first day of the following month after the execution of this agreement.

## **RIGHT OF RENEWAL**

The lessee shall have a right of renewal for an additional ten-year period. Lessor may request a renegotiation of the rental charge on renewal to a maximum of 100% increase from the original ten-year agreement.

## **RENT**

During the term of this lease agreement, lessee will pay one dollar per month to the lessor for each homeowner using the trash container each month subject to the following. The minimum payment shall be \$25 per month payable at the beginning every six months. The future amount shall be based on the number of users at the end of each year of the lease. The treasurer of the lessor shall have access to the lessee's dumpster records in the month following payment and by written request. The amount shall then be set at this figure for the next year with a minimum of \$25 per month. The rent shall be payable every six months commencing when the dumpsters

are placed and every six months thereafter.

### **QUIET ENJOYMENT**

Upon lessee's paying the rent and performing all of the other provisions of this lease agreement, lessor agrees that lessee shall have, hold, and enjoy the use and access to the trash containers by the homeowners using the containers and the trash removal company contracted by the homeowners to remove the trash.

### **CONDITIONS TO BE COMPLIED WITH BY LESSEE**

1. Lessee will have a year from the time the location is set to construct a screen around the trash containers to shield the trash containers from view of Sampson Road and South Deer Creek Road when not placing or removing trash therefrom. The lessee shall remove dirt from the lessor's parking lot to complete the area where the trash container pad location is placed. The removal of the dirt shall be done in a manner as agreed between the lessor and lessee. The screen may be in the form of wood, cement, landscaping or a combination thereof. The pad shall be constructed to withstand the weight of the large containers. The screening shall be maintained by lessee.
2. Lessee shall maintain the trash containers in a manner that the trash shall be contained when trash is not being placed in or removed therefrom.
3. The containers shall be secured at all times and lessee shall maintain the control of the keys thereto. However, in exchange for reasonable use of the dumpsters for official events (averaging only once per month) by the lessor, the lessor agrees to let the lessee use the lessor's building for two lessee meetings per year without charge to the lessee. In exchange for this use, a key will be held by the active president of the lessor. The lessor shall have the right to use the dumpsters for official lessor events only, excluding private rentals. Private rentals may reasonable use the dumpsters with agreement only of the lessee for a fee of \$25 per use.
4. The lessee shall be responsible for the snow removal and the maintaining of access to the trash containers.

### **ADJUSTMENTS**

Lessor shall have the right to request the following adjustments in this lease agreement upon written notice to the lessee of not less than thirty days:

1. Changes required by federal, state, or local law or rule or regulation.
2. Changes in rules relating to the property required to protect the physical health or safety of those persons lawfully using the premise.

### **LESSOR'S NON-LIABILITY**

Lessor will not be liable for damages to persons or property sustained by lessee's or lessee's invites, or other persons due to the uses under this lease agreement. Lessee is responsible for any contamination caused by lessee's or invites use.

### **ASSIGNMENT AND SUBLEASE**

Lessee shall not assign this lease agreement nor sublet the uses under this lease without first obtaining lessor's written consent.

### **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.

Any modification of this lease agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by an authorized representative of each party.

### **RELEASE OF EXISTING EASEMENT**

Upon the parties hereto signing this agreement the lessee shall execute a release of the easement granted by the lessor on the 20<sup>th</sup> day of November, 1999, and recorded with the Clerk and Recorder for the County of Jefferson and State of Colorado on February 4, 2000 under reception number FI 016400.

### **NOTICES**

All notices, demands, or other writings in this lease agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed to the addresses above.

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

**IN WITNESS WHEREOF**, each party to this agreement has caused it to be executed by its authorized representative on the date indicated above.

**SAMPSON COMMUNITY CLUB**, a Colorado not for profit corporation (also known as **The Sampson Community Club**)

**CORPORATE SEAL**

**SAMPSON ROAD ASSOCIATION, INC.**, a Colorado non-profit corp.

**CORPORATE SEAL**