

Sublease Agreement

This Sublease Agreement (the "Agreement") is made and entered into this _____ day of _____, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516 (the "Town"), and Ryno Retail, LLC d/b/a Plum Creek Garden Market, a limited liability company with an address of 7290 Kipling Street, Arvada, Colorado 80005 (the "Sublessor") (each a "Party" and collectively the "Parties").

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Property

The Town leases vacant real property located at 130 Wells Street, Erie, Colorado (the "Property"), pursuant to a lease dated January 14, 2021 (the "Lease"). Section 6.f. of the Lease allows the Town to sublease the Property with notice to the Property owner, and the Town has provided such notice. Subject to the provisions of this Agreement, the Town hereby subleases the Property to Sublessor. Sublessor has inspected the physical condition of the Property and receives the Property in "as is" condition.

II. Term and Termination

A. *Term.* The term of this Agreement shall commence on March 17, 2025, and shall end on July 17, 2025 (the "Term").

B. *Termination.* This Agreement may be terminated by the Town, at the Town's sole discretion, upon 30 days' prior written notice to Sublessor.

III. Rent and Security Deposit

The rent shall be \$1,670 per month, payable on the first of each month. There shall be no security deposit, but Sublessor agrees that upon termination, Sublessor shall restore the Property to its original condition, ordinary wear and tear excepted.

IV. Use and Occupancy

A. *Use Limitations.* Sublessor shall use the Property for a pop-up garden market and associated facilities, including without limitation fencing, parking, and temporary greenhouses.

B. *Alteration of Property.* Sublessor may install all necessary components for use of the Property for a pop-up garden market.

C. *Hazardous Materials and Substances.* Sublessor shall at all times comply with all applicable laws, including without limitation all current and future federal, State

and local statutes, regulations, ordinances and rules relating to, without limitation, the following: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; the protection of human health, safety or the indoor or outdoor environment; all applicable environmental statutes of the State of Colorado; and all federal, State or local statutes, laws, ordinances, resolutions, Codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

D. *Maintenance.* Sublessor shall keep and maintain the Property in a sanitary condition and comply with all fire, safety, health, environmental, building, zoning, anti-discrimination and all other laws regulating the use of the Property now or hereafter in force.

E. *Conduct.* Sublessor shall not cause or permit any disorderly conduct, noise or nuisance upon or about the Property which may annoy or disturb other tenants located in the Property or persons on adjacent property.

F. *Covenant of Quiet Enjoyment.* The Town covenants that Sublessor shall enjoy quiet and undisturbed possession of the Property during the term period and any subsequent renewal term, subject to the terms and conditions of this Agreement.

G. *Signage.* Sublessor shall have the right to install signs upon the Property with the Town's prior approval. Sublessor shall remove all such signs at the termination of this Agreement. Such installations and removals shall be made in such manner as to avoid injury or damage to the Property.

H. *Utilities.* Utility service shall be designated in the name of the Town. The Town shall pay for such costs directly. Sublessor will have access to water and electric utilities on the Property.

V. Indemnification

Sublessor agrees to indemnify and hold harmless the Town, the Property owner and their officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent caused by the act or omission of Sublessor or Sublessor's employees, volunteers, representatives or agents.

VI. Miscellaneous

A. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

B. *Severability.* If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be valid and enforceable to the extent permitted by law.

C. *Governing Law and Venue.* This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, and any legal action arising out of this Agreement shall be brought in Weld County, Colorado.

D. *Notice.* Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first-class United States Mail to the other Party at the address set forth on the first page of this Agreement.

E. *Successors.* This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives, administrators, executors and devisees.

F. *Assignment and Subletting.* Sublessor shall not assign this Agreement or sublet any portion of the Property.

G. *No Waiver.* A failure of a Party to enforce any term of this Agreement shall not be deemed to be a waiver of any other term of this Agreement.

H. *Subordination.* This Agreement is and shall be subordinate to all existing and future liens and encumbrances against the Property.

I. *No Joint Venture.* Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

J. *Governmental Immunity.* Nothing herein shall be construed as a waiver of any protections or immunities the Town may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

K. *No Third-Party Beneficiaries.* There are no intended third-party beneficiaries to this Agreement.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

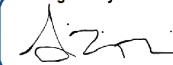
Town of Erie, Colorado

_ Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Sublessor

Signed by:

9165965F3155466...

Ryno Retail, LLC

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2025, by _____ of Ryno Retail, LLC d/b/a Plum Creek Garden Market.

My commission expires:

(Seal)

Notary Public

Certificate Of Completion

Envelope Id: CD0C7078-0790-4532-A6B7-27B19D684A82
 Subject: Complete with Docusign: Plum Creek Garden Market Agreement 02-06-2025.docx
 Source Envelope:
 Document Pages: 4
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed
 Envelope Originator:
 Lori Bustamante
 645 Holbrook Street
 P.O. Box 750
 Erie, CO 80516
 lbustamante@erieco.gov
 IP Address: 50.206.104.130

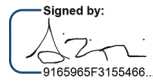
Record Tracking

Status: Original
 2/6/2025 9:08:48 AM
 Holder: Lori Bustamante
 lbustamante@erieco.gov
 Location: DocuSign

Signer Events

Matt Nieimann
 matt@plumcreekgardenmarket.net
 Security Level: Email, Account Authentication
 (None)

Signature



Signature Adoption: Drawn on Device
 Using IP Address: 172.226.137.71
 Signed using mobile

Timestamp

Sent: 2/6/2025 9:10:31 AM
 Viewed: 2/6/2025 11:21:00 AM
 Signed: 2/6/2025 11:21:15 AM

Electronic Record and Signature Disclosure:
 Accepted: 2/6/2025 11:21:00 AM
 ID: c54382d1-81fe-4406-bab1-5b7176c65e09

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Jack Hill
 jhill@erieco.gov
 Economic Development Director
 Security Level: Email, Account Authentication
 (None)



Sent: 2/6/2025 11:21:16 AM
 Viewed: 2/6/2025 5:07:09 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Event	Status	Timestamp
Envelope Sent	Hashed/Encrypted	2/6/2025 9:10:32 AM
Certified Delivered	Security Checked	2/6/2025 11:21:00 AM
Signing Complete	Security Checked	2/6/2025 11:21:15 AM
Completed	Security Checked	2/6/2025 11:21:16 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Erie (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Town of Erie:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@erieco.gov

To advise Town of Erie of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@erieco.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Town of Erie

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to townclerk@erieco.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Town of Erie

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@erieco.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Erie as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Erie during the course of your relationship with Town of Erie.