

Lease Agreement

This Lease Agreement (the "Agreement") is made and entered into this ____ day of February, 2026 (the "Effective Date"), by and between the Town of Erie Urban Renewal Authority with an address of 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516 (the "TOEURA"), 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 "Lessee") (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 TOEURA owns real property located at 150 S. Briggs, Erie, Colorado (the "Property"). Subject to the provisions of this Agreement, the TOEURA hereby leases the Property to Lessee.

Lessee has inspected the physical condition of the Property and receives the Property in "as is" condition, with all faults and defects. The TOEURA does not make and disclaims any warranty or representation whatsoever, express or implied, and shall have no obligation or liability whatsoever, express or implied, as to the condition of or any other matter or circumstance affecting the Premises.

II. Term and Termination

A. *Term.* The term of this Agreement shall commence on March 17, 2026, and shall end on July 17, 2026 (the "Term").

B. *Termination.* This Agreement may be terminated by the TOEURA, at its sole discretion, upon 30 days' prior written notice to Lessee.

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 upon termination, Lessee shall restore the Property to its original condition, ordinary wear and tear excepted.

IV. Use and Occupancy

A. *Use Limitations.* Lessee shall use the Property for a pop-up garden market and associated facilities, including without limitation fencing, parking, and temporary greenhouses. Lessee shall not use or permit the Premises to be used for any other purpose without the prior written consent of the TOEURA, which consent may be granted or withheld in the Town's sole discretion. Lessee shall not commit or suffer to be committed any waste or damage upon the Leased Premises or any nuisance to be created

or maintained thereon. Lessee shall also keep the Premises free and clear from all trash, debris, and waste resulting from its use or the use by its employees, officers, agents, invitees, and visitors.

B. *Alteration of Property.* Lessee may install all necessary components for use of the Property for a pop-up garden market. The TOEURA shall not be required to make any improvements to or repairs of any kind or character on the Premises during the term of this Lease, except as may be deemed necessary by the TOEURA. Lessee shall not, without the prior written consent of the TOEURA, make any alterations, improvements, or additions to the Property. Any approved alterations shall be performed at Lessee's sole cost and expense, in a good and workmanlike manner, and in compliance with all applicable laws, codes, and regulations. Lessee shall indemnify and hold the TOEURA harmless against any liability, loss, damage, costs or expenses, including attorneys' fees, on account of any claims of any nature whatsoever, including but not limited to claims of liens by laborers, material suppliers, or others for work performed, or materials or supplies furnished to Lessee or persons claiming under Lessee.

C. *Hazardous Materials and Substances.* Lessee 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.* Lessee 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.* Lessee 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. *Damage.* If any part of the Property is damaged or destroyed through the intentional act, negligence, carelessness or abuse of or by Lessee, Lessee's agents, employees, contractors, or invitees, the cost of all necessary repairs and replacements shall be paid by Lessee to the TOEURA on demand.

G. *Covenant of Quiet Enjoyment.* The TOEURA covenants that Lessee 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.

H. *Entry and Inspection by the TOEURA.* The TOEURA and its agents and employees shall have the right to enter the Property at all reasonable times for the purpose of examination or inspection, and to make such alterations, repairs, improvements or additions to the Property as the TOEURA deems necessary or desirable.

I. *Signage.* Lessee shall have the right to install signs upon the Property with the TOEURA's prior approval. Lessee 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.

J. *Utilities.* Utility service shall be designated in the name of the TOEURA and shall pay for such costs directly. Lessee will have access to water and electric utilities on the Property.

V. Default

A. *Event of Default.* The failure by Lessee to comply with any provision of this Lease shall constitute a default of this Lease.

B. *Remedies.* Upon a default, the TOEURA may re-enter and take possession of the Property. In addition, the TOEURA may take any action at law or in equity to enforce performance of any obligation of Lessee under this Lease. The TOEURA's remedies shall be cumulative, and the exercise of one remedy shall not prevent the exercise of any other available remedy.

C. *Attorney Fees and Costs.* If the TOEURA brings suit to enforce any provision of this Lease or for recovery of the Property, the TOEURA shall be entitled to all costs incurred in connection with such action, including reasonable attorney fees.

VI. Indemnification

Lessee agrees to indemnify and hold harmless the TOEURA, and its 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 Lessee or Lessee's employees, volunteers, representatives, agents, or invitees.

VII. Insurance

A. *Coverages.* Throughout the term of this Agreement, Lessee shall maintain, at its sole cost and expense, insurance coverage meeting or exceeding the following requirements:

i. Commercial general liability insurance written on an occurrence form, in common use, including coverage for premises and operations, personal and advertising injury, products and completed operations, contractual liability, and broad form property damage, covering the Property and Lessee's use thereof against claims for bodily injury, death, and property damage occurring upon, in, or about the Property, with limits of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence, or such higher limits as may be required by the Town from time to time based on the nature of Lessee's operations.

ii. Coverage shall specifically include risks associated with makerspace operations, including but not limited to the use of tools, equipment, machinery, fabrication activities, educational programming, workshops, and community events involving members, volunteers, and participants.

iii. Workers' compensation insurance as required by the laws of the State of Colorado, together with employer's liability coverage as customary for similarly situated organizations.

iv. Property Insurance covering Lessee's tools, equipment, furnishings, inventory, and personal property located on or within the Property, written on a replacement cost basis. The Town shall have no responsibility for loss or damage to Lessee's property.

v. Additional coverages as the Town may reasonably require based on Lessee's specific operations, including coverage related to volunteers, special events, or higher-risk activities.

B. *Form.* All policies shall be issued by solvent insurance companies licensed to do business in Colorado. The commercial policy shall be written as a primary policy, which does not contribute to and is not in excess of coverage carried by the Town. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days' prior written notice to the Town. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Lessee. Lessee shall be solely responsible for any deductible losses under any policy.

VII. 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 Boulder 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.* Lessee 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 Urban Renewal Authority, Colorado

Andrew J. Moore, Chairperson

Attest:

Debbie Stamp, Town Clerk

Lessee

DocuSigned by:
Matt Nemann
9165965F3155466...

Ryno Retail, LLC

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2026, by _____ of Ryno Retail, LLC d/b/a Plum Creek Garden Market.

My commission expires:

(Seal)

Notary Public

Certificate Of Completion

Envelope Id: A15E4C6D-617F-4B70-854B-7FEA29D5B5B2
 Subject: Complete with Docusign: Plum Creek Market Lease Agreement 02-12-2026.pdf
 Source Envelope:
 Document Pages: 6
 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
 2/12/2026 11:02:44 AM
 Holder: Lori Bustamante
 lbustamante@erieco.gov
 Location: DocuSign

Signer Events

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

Signature

DocuSigned by:

 9165965F3155466...

Signature Adoption: Pre-selected Style
 Using IP Address: 2a04:4e41:e00:f3ec::9e17:b3ec
 Signed using mobile

Timestamp

Sent: 2/12/2026 11:07:42 AM
 Viewed: 2/12/2026 11:30:07 AM
 Signed: 2/12/2026 11:30:17 AM

Electronic Record and Signature Disclosure:
 Accepted: 2/12/2026 11:30:07 AM
 ID: 42d1cac4-e7d4-4785-990b-ec68bfde0353

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)

COPIED

Sent: 2/12/2026 11:30:18 AM
 Viewed: 2/12/2026 11:30:53 AM

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	2/12/2026 11:07:42 AM
Certified Delivered	Security Checked	2/12/2026 11:30:07 AM
Signing Complete	Security Checked	2/12/2026 11:30:17 AM
Completed	Security Checked	2/12/2026 11:30:18 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.