

LICENSE AND LANDSCAPE AGREEMENT

This License Agreement dated November ____, 2023 is between the City of Sierra Vista, Arizona, Licensor, and Reap Goodness and Echoing Hope Ranch. Licensor is the owner of real property described herein as 340 E Busby Drive (APN 105-91-014) and 345 Sheila Lane (APN 105-91-019) and Licensee desires to use said property to create a food forest.

Therefore, Licensor and Licensee agree as follows:

1. Licensee is hereby given permission by Licensor to use the property to create a food forest as shown on the attached approved Scope of Work, Location Map, and Concept Plan. The Licensor reserves the right to terminate this agreement with or without cause by giving Licensee thirty (30) days written notice. Licensee is not responsible for any impact caused by any work necessarily performed by the City or other agency within said area.
2. Licensee agrees to do the following:
 - a. Obtain all necessary permits and approvals to use the property and to abide by all laws, rules, ordinances and regulations.
 - b. Keep the property in a neat, clean and safe condition.
 - c. Maintain landscape materials and irrigation system per Code requirements.
 - d. Acknowledge that the landscape area shall be maintained in perpetuity by Licensee or their successors and assigns unless this agreement is canceled by Licensor.
 - e. If the Licensor elects to terminate this agreement as set forth above, Licensee shall return the property to the City in the same condition it is in as of date hereof. Licensee shall be responsible for the removal of any structure on the property at its expense unless Licensor otherwise agrees.
3. Licensee shall maintain and keep in force general public liability insurance against claims for personal injury, death or property damage occurring in, on or about the property to afford protection to the limit of not less than \$1,000,000.00 with respect to bodily injury or death and to property

damage. Licensee shall deliver to Licensor, upon request, a certificate of insurance that shall indicate that Licensor is an additional insured party.

4. Licensee further agrees to indemnify, defend and hold the Licensor harmless against all claim, costs, expenses and causes of action, including, but not limited to, attorney fees and costs, arising out of or in any way related to the Licensee's use of the property.

To indicate their consent to the above the parties or their authorized representative or officers have executed this agreement.

Licensee:

Licensor:

Executive Director
Reap Goodness

City Manager
City of Sierra Vista

Executive Director
Echoing Hope Ranch

STATE OF ARIZONA, County of Cochise

On this _____ day of _____, 2023, personally appeared before me _____, known by me to be the person whose name is subscribed the foregoing instrument, and acknowledged that he/she executed the same for the purpose and consideration therein expressed.

(Signature of Notary Public) _____

My Commission Expires: _____

ATTACHMENTS

SCOPE OF WORK:

Reap Goodness will purchase and install all necessary fencing, rainwater harvesting equipment and a shade structure. Plans and specifications for fencing and shade structure shall be submitted to City for review and approval prior to installation. Reap Goodness will plant fruit trees, berry bushes, grapevines, and smaller food plants in accordance with landscape plan. Reap Goodness will provide a picnic table under shade structure.

MAINTENANCE:

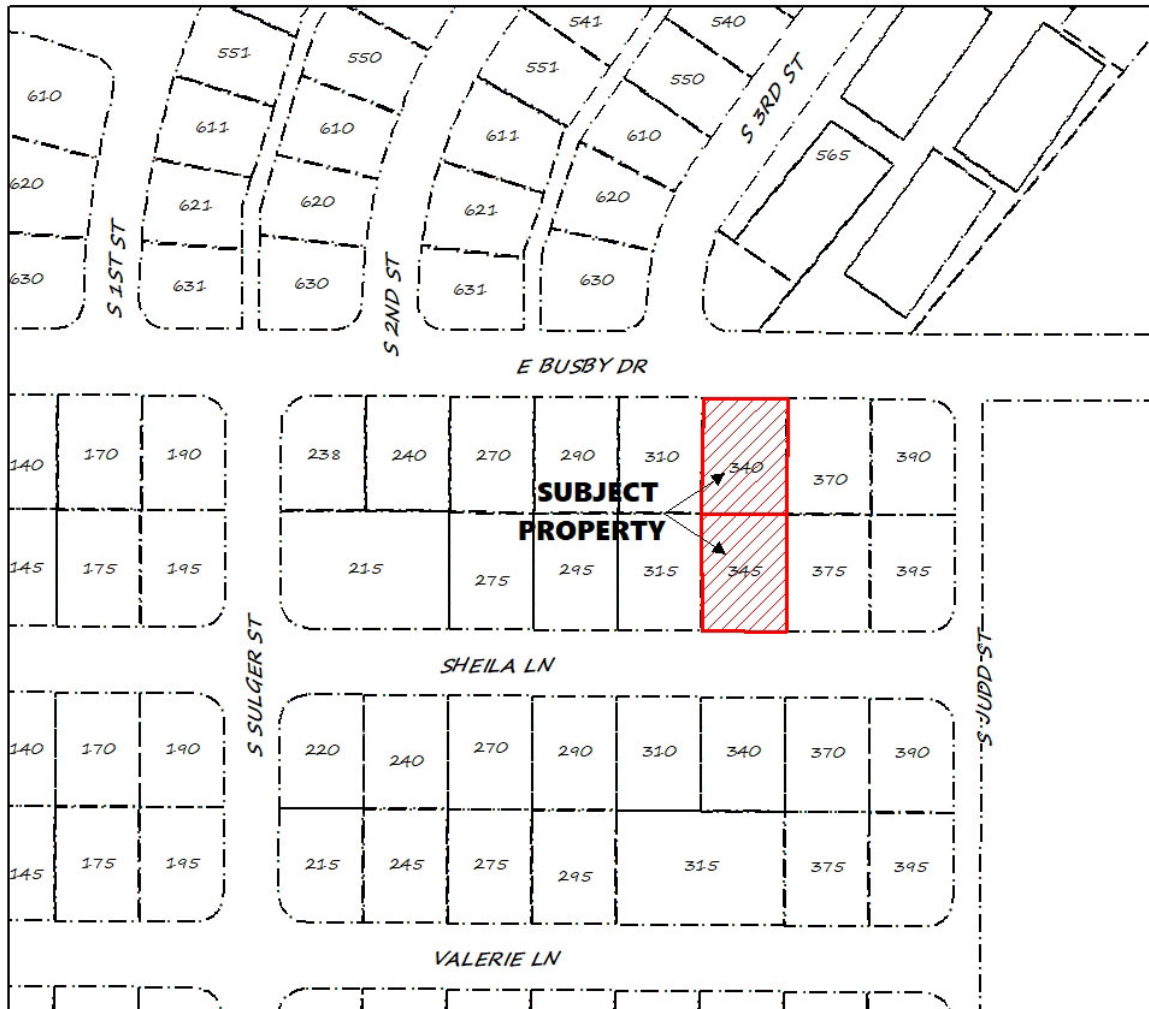
Reap Goodness will be responsible for maintaining the property for the first year after the food forest is planted. Thereafter, the property will be serviced and maintained by Echoing Hope Ranch in accordance with the City's Property Maintenance Code. At minimum, the property shall be serviced at least twice per year. All planting and maintenance tools will be provided by Reap Goodness.

It is anticipated that the level of required maintenance will diminish over time and after ten years, the trees and bushes in the food forest will be fully established with the shorter term small perennial plants being replaced by their longer, lived trees and bushes.

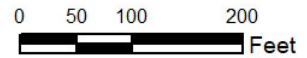
REPORTING:

The Licensee shall notify the City's Community Development Department no less than one business day prior to any approved work being done on the site and the next business day after routine maintenance activity is performed.

LOCATION MAP



SOURCE:
Prepared by Sierra Vista Community Development Department



340 E BUSBY DRIVE (APN #105-91-014)

SULGER SUB 1 LOT 14

345 SHEILA LANE (APN # 105-91-019)

SULGER SUB 1 LOT 19

