

## Land Lease Agreement

THIS AGREEMENT (hereinafter referred to as the "Land Lease Agreement") is made and entered into this day of November 15, 2017, by and between

**Joan Dunkle** (hereinafter referred to as "Landlord") and **Peaceful Valley Donkey Rescue, Inc.** (a California Corporation) (hereinafter referred to as "Tenant.")

For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **PROPERTY.** Landlord owns certain real property located at:

Assessor Description: Parcel 402-25-264 7.39 Acres T39N R16W SEC 21 BEING A PORTION OF THE SE4 NE4 SW4 BEING SHOWN AS PARCEL 1 PER RS 45/52 REC AT FN 2016049353 CONT 321939 SQ FT OR 7.39 ACRES 402-25-033 (402-25-264,265 & 266) 2017 TAX ROLL

Assessor Description: Parcel 402-25-076 5.0 Acres Section: 21 Township: 39N Range: 16W T39N R16W SEC 21 N2 NE4 SE4 SW4 CONT 5 ACRES

(hereinafter referred to as the "Property"). Landlord desires to lease the Premises to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein.

2. **TERM.** This Land Lease Agreement shall commence on November 15, 2017 and shall continue as a lease for term. The termination date shall be on November 15, 2037 at 11:59 PM. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occur:

(i) Landlord and Tenant formally extend this Land Lease Agreement in writing or create and execute a new, written, and signed Land Lease Agreement.

3. **RENT.** Tenant shall pay to Landlord the sum of \$0.00 per month as Rent for the Term of the Agreement.

4. **USE OF PREMISES.** The Premises shall be used and occupied solely by Tenant and Tenant's employees, volunteers and visitors.

5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Land Lease Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Texas Lease Agreement.

**ORIGINAL  
File Copy**

7. ALTERATIONS AND IMPROVEMENTS. Tenant shall be solely responsible for all improvements made to the property. All permanent improvements such as caterer distribution systems, electrical distribution systems, buildings with permanent footing or foundations, fencing shall remain with the property at the conclusion of the lease. All portable improvements, including water troughs, feeders, portable corral panels shall be removed at the conclusion of the lease. All improvements will be approved by Landlord prior to commencement.

9. HAZARDOUS MATERIALS. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. UTILITIES. Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.

11. MAINTENANCE, REPAIR, AND RULES. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Land Lease Agreement and any renewal thereof.

12. CLEANLINESS. Tenant shall deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building.

13. ACCESS BY LANDLORD. Landlord and Landlord's agents shall have the right at all reasonable times, and by all reasonable means, without notice, during the term of this Land Lease Agreement and any renewal thereof to enter the Premises for the following purposes:

- A. Inspect the Property for condition;
- B. Make repairs;
- C. Show the Property to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
- D. Exercise a contractual or statutory lien;
- E. Leave written notice;
- F. Seize nonexempt property after default.

14. SURRENDER OF PREMISES. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Texas Lease Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

15. ANIMALS. This property will be used for the training and housing of animals, predominantly donkeys. The tenant is solely responsible for the care, feeding and maintenance of all animals housed under this agreement. It shall be the Tenant's responsibility to obtain any required permits and comply with any agricultural zoning limitations.

16. INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

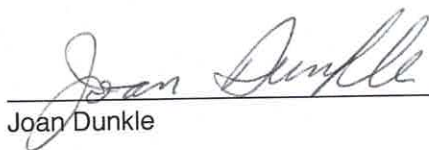
17. ABANDONMENT. If at any time during the term of this Land Lease Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever.

18. NOTICE. Any notice required or permitted under this Lease or under state law shall be delivered to Tenant at the Property address, and to Landlord at the following address:  
4343 Amber Lane Scenic, AZ

19. PROPERTY TAXES. The Tenant shall be responsible for all property taxes related to the property governed by this Lease Agreement.

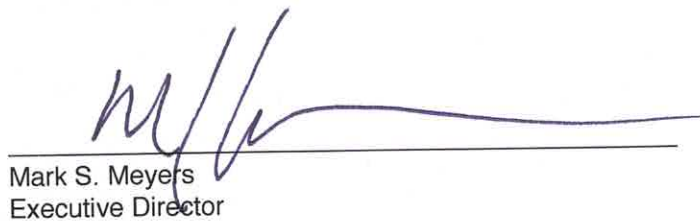
AGREED & ACCEPTED:

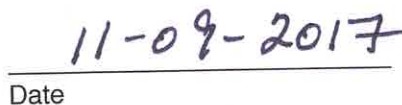
For the Owner:

  
\_\_\_\_\_  
Joan Dunkle

  
\_\_\_\_\_  
Date

For the Peaceful Valley Donkey Rescue, Inc.

  
\_\_\_\_\_  
Mark S. Meyers  
Executive Director

  
\_\_\_\_\_  
Date