

## AGRICULTURAL LEASE AGREEMENT

THIS AGREEMENT (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City Utilities of Springfield, Missouri (“City Utilities”), a municipal corporation and \_\_\_\_\_ (“Lessee”) for good and valuable consideration stated herein, the sufficiency of which is hereby acknowledged, do agree as follows:

1. **Agreement to Lease.** City Utilities agrees to lease to Lessee, and Lessee agrees to rent from City Utilities the real property identified on exhibit A which is attached herewith and incorporated by reference (the “Premises”) on the terms and conditions stated in this Agreement and any attached exhibits. The property is commonly identified as 3317 S. Hazeltine.
2. **Lease Term.** The term of this lease shall begin at 8:00 a.m. on \_\_\_\_\_, 20\_\_\_ and shall terminate five years thereafter on 8:00 a.m. on \_\_\_\_\_, 20\_\_\_ (“Termination date”). The lease term shall not renew after the termination date. The lease shall terminate on the termination date and no further action is required of Landlord to terminate the lease after the termination date is reached.
3. **Early Termination.** Landlord may terminate this lease at any time by giving Lessee thirty (30) days written notice. If Landlord terminates prior to the expiration of the lease the Tenant’s sole remedy shall be a refund of the proportional amount of rent for the expired term of the lease and Tenant shall not be entitled to any other damages, including but not limited to lost profits from uncut hay or any other permitted uses. If practicable and if the same will not interfere with City Utilities needs at the time, City Utilities may allow any hay or approved crops to be harvested by Tenant after termination.
4. **Permitted Uses.** Lessee may only use the premises for the uses identified hereunder (“permitted uses”):
  - a. Growing and harvesting hay;
  - b. Cattle grazing;
  - c. Building, constructing, or repairing, at Tenant’s sole expense and without any compensation by Landlord (even if the fence is left in place at the termination of the lease), a fence to contain cattle placed on the property.
5. **Prohibited uses and remedies.** Any use not specifically allowed in section 4 above is strictly prohibited. In addition to immediate termination of this lease and any other remedies Landlord may be entitled to under the law, Landlord shall be entitled to remove or remediate any prohibited use at the cost of Tenant. Any crops (including soybeans, corn or *any* other crop), other than those specifically allowed in paragraph 4 of this lease, planted or growing within the lease area may be destroyed, tilled, or otherwise removed by Landlord at any time without compensation to Tenant.

6. **Waivers.**

- a. *Affirmative Waivers.* Neither party's failure or neglect to enforce any rights under this agreement will be deemed to be a waiver of that party's rights
- b. *Written Waivers.* A waiver or extension is only effective if it is in writing and signed by the party granting it.
- c. *No Course of Dealing.* No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

7. **Rent.** Lessee shall pay to City Utilities without demand, rent for the entire lease term in the amount of \$\_\_\_\_\_ payable in five annual installments of \$\_\_\_\_\_. The first payment shall be due on and payable on the first day of the lease term identified in paragraph 1 above and each success payment shall be due and payable on each successive year for so long as the lease is in effect.

- a. Lessee shall deliver the payment to “City Utilities, Attn: Accounts Payable, 301 E. Central Street, Springfield, Missouri 65802” and such payment shall be made payable to “City Utilities of Springfield, Missouri.”
- b. A late penalty of 5% per month will be assessed on all late payments beginning the 5<sup>th</sup> day after payment is due.

8. **Compliance with all laws.** Lessee agrees to comply with all federal, state, and local laws, regulations, ordinances, decrees, and rulings in connection with the use of the premises and any agricultural or other activities conducted thereon

9. **Environmental Matters.**

- a. *Compliance with Environmental Laws.* Lessee will not use the premises in any matter that violates any applicable environmental law including laws related to air or water quality or emissions.
- b. *Use of Chemicals.* Lessee may not use any spray, fertilizer, agent, or other chemical agent on any part of the premises not specifically approved in writing by the City Utilities’ employee who holds the title of “Director of Environmental Affairs” or his duly authorized (in writing) designee. Any such approval shall be accompanied by a map which identifies areas where even approved chemicals are strictly prohibited
- c. Any violation of this provision shall be deemed a material breach of the agreement and authorize City Utilities to immediately terminate the lease without any refund of unused rents.

10. **Structures or improvements.**

- a. Lessee shall not make alterations to the topography of the premises nor construct any improvements whatsoever of any kind or nature except as allowed for in the

permitted uses. Any additional structure or improvement must be pursuant to written consent of City Utilities.

- b. Consent shall be obtained by submitting a written description to City Utilities of the proposed improvement, including its location, size, proposed use, and whether the improvement is to be severed from the property at the termination of the lease or is to be left on the property, and any other information that may be required by the City Utilities. City Utilities may approve, disapprove, require more information, or require certain modifications to the proposed improvement for any reason or no reason whatsoever. Lessee's final written proposal including a clear indication of City Utilities' assent and signed by City Utilities shall constitute written consent of City Utilities.
- c. Unless otherwise agreed by both parties, approved improvements shall be at the sole expense of Lessee.
- d. Unless otherwise agreed, any structures or improvements approved by City Utilities which are capable of severance may be removed by Lessee at any time prior to termination of the lease even though they may be fixtures, provided that Lessee leaves in good condition that part of the party from which such improvements are removed.

#### **11. Mowing and Thistle control.**

- a. *Mowing.* At least two times per calendar year (unless otherwise agreed to by City Utilities in writing), Lessee will mow the entire premises up to the any road way. Specifically this means that Lessee will be required to mow property which could include right of way.
- b. *Thistle control.* Lessee shall be responsible to comply with Missouri Statute 263.190 and assume all City Utilities obligations under that statute as the land owner for the premises. Lessee will attempt to use non-chemical methods of control however in any and all cases the method of control shall comply with section 9 b of this agreement. RSMo 263.190 is set out (in part) below:

§ 263.190. — Owners to control musk, Scotch, and Canada thistles--notice procedure--penalty.

- 1. The plants musk thistle (*Carduus nutans* L.), Scotch thistle (*Onoprodum acanthium* L.) and Canada thistle (*Cirsium arvense*) are hereby designated as noxious weeds. All owners of land shall control all such plants growing upon their land.
- 2. It shall be the duty of every owner of lands in this state to control all Canada, musk, or Scotch thistles growing thereon so often in each and every year as shall be sufficient to prevent said thistles from going to seed....

#### **12. Entrance to the property.** Lessee may enter upon the property only through the entrances identified on exhibit A.

13. **Timber and Burning.** Lessee will not cut or cause to be cut any timber on the premises without written permission. Burning of any kind is strictly prohibited upon the premises.
14. **No assignment Successors and Assigns.** This Agreement is binding on all persons who may succeed to the rights of City Utilities. Lessee may not assign, encumber, or otherwise transfer Tenant's interest in this Lease Agreement, or allow any person to occupy the Premises for an extended period without, in each instance, City Utilities' express written permission.
15. **No Partnership Created.** This lease shall not be deemed to give rise to a partnership relationship and neither party shall have authority to obligate the other without written consent, except as specifically provided in this lease.
16. **Insurance.** Tenant agrees to carry at its own expense General Liability Insurance no less than \$1,000,000 per occurrence. City Utilities shall be named as an additional insured. Insurance certificates of such coverage shall be submitted to City Utilities' Risk Management upon request of Licensor.
17. **Right of Entry.** City Utilities may enter the Premises at reasonable times in order to examine the Premises or conduct other activities without prior notice but City Utilities agrees to close any gate through which it has entered in order to assure that cattle do not escape the premises.
18. **Indemnification and hold harmless.** Lessee agrees to indemnify, defend, and hold harmless City Utilities, the Board of Public Utilities, the City of Springfield, Missouri, and their directors, Board members, Council members, officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees, of any kind whatsoever, arising from Lessee's use of the Premises, regardless of whether such claims, etc. are caused in whole or in part by the negligence of a party indemnified hereunder. This indemnification obligation shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by Licensee under worker's compensation acts, disability benefit acts, or other employee benefit acts.
19. **Severability.** If any part of this Agreement is invalid or unenforceable, the balance of this Agreement shall remain effective, absent such provision.
20. **Entire Agreement.** This Agreement represents the entire agreement between the parties. City Utilities has made no representations other than what is contained in this Agreement.
21. **Amendments.** No change in this Agreement shall be effective unless it is in writing and is signed by both City Utilities and tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement to be effective as of the date first set forth above.

City Utilities of Springfield, Missouri

Lessee

\_\_\_\_\_  
Gary Gibson, General Manager

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Lessee

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Approved by Legal