

CITY OF MEADVILLE, MISSOURI

BILL NO. _____

ORDINANCE NO. 2019-07

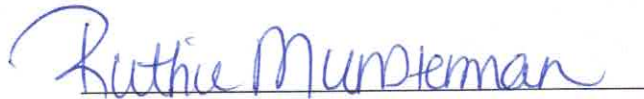
AN ORDINANCE AUTHORIZING A LEASE AGREEMENT.

BE IT ORDAINED, By the Council of the City of Meadville, Missouri as follows:

§ 1. That the Mayor is authorized and directed to execute a lease agreement with Cody Smith, dated October 21, 2019. The lease is according to vote held September 9, 2019. The agreement attached hereto as Exhibit A.


§ 2. This ordinance shall be in full force and effect from and after its passage.

PASSED THIS 9th DAY OF DECEMBER, 2019.



Mayor

ATTEST:



City Clerk



PASTURE LEASE

This lease is made and entered into this 21st day of October, 2019, by and between the City of Meadville, a Missouri Municipal Corporation, hereafter called "Lessor" and Cody Smith, of Linn County, Missouri, hereafter called "Lessee".

Witnesseth:

1. Lessor hereby leases unto Lessee and hereby leases from Lessor subject to the terms and conditions contained herein, the following described real estate located in Linn County, Missouri, to wit:

All of Out Lots Fifty (50), Fifty-One (51), Fifty-two (52), Fifty-three (53), Fifty-four (54), Fifty-five (55) and Sixty (60) in the original town of Meadville, Linn County, Missouri EXCEPT a roadway of 20 feet at shown by a deed from A. Lippitt to G.P. Turner.

AND All of Out Lot Fifty-nine (59), EXCEPT 30 feet off of the North side thereof reserved for street purposes, in the original town, now city, of Meadville, Linn County, Missouri. The West (W) 110 feet of OUT Lot Fifty-seven (57), in the Original Town, now City, of Meadville, Linn County, Missouri.

Subject to building lines, conditions, restrictions, easements and zoning regulations of record, if any

All of Out Lot number Fifty-six (56), except 30 feet off the South side thereof for street. ALSO all of that part of Out Lot Number Fifty-seven (57) described as follows: BEGINNING at a point 30 feet North of the original Southeast Corner of Out Lot Fifty-seven (57), thence West, 220 feet; thence North 150 feet; thence East, 220 feet; thence South 150 feet to the place of Beginning, all in the Original Town, now City of Meadville, Missouri, in LINN County, Missouri.

The term of this lease shall begin on the 21st day of October, 2019 and shall extend through the 31st day of October, 2020. This lease shall not automatically renew.

3. Lessee shall pay as annual rental for the use of the above described property the sum of \$525.00 payable as follows: \$262.50 at the time of execution of this lease, the receipt of which is hereby acknowledged by Lessor and \$262.50 payable on or before October 31, 2020.

4. The land shall be used for harvesting of not more than two (2) cuttings of hay in the year 2020 (prior to the expiration or termination of this lease). Because there is currently a standing hay crop on the property, Lessee is authorized to take an additional cutting in the fall of ~~2020~~²⁰¹⁹. If the "additional" cutting is not made prior to October 31, 2019, said cutting shall be forfeited and Lessee shall be limited to two cuttings of hay during the term of this agreement.

5. Lessee agrees to provide and furnish any and all expenses, equipment and labor necessary to harvest the hay crop. Lessee further responsible for furnishing and applying fertilizer in a reasonable amount in consideration of the production of hay crop produced.

6. Lessee shall at his expense keep the property in proper repair and condition. Any repairs or replacements of the existing fences shall remain the property of Lessor.

7. Lessee is not permitted to graze or house livestock on the property of Lessor.
8. Lessor retains the exclusive hunting and fishing rights to said property and retains the ability to lease said property for such purpose so long as such use does not interfere with Lessee's use thereof.
9. This lease shall not be assigned, nor shall the land or any part thereof be sublet; nor shall the land be used or permitted to be used for any purpose other than as provided above without the written consent of Lessor.
10. Lessee shall deliver peaceful possession of the premises to Lessor upon the termination of this lease or upon the termination of any renewal thereof.
11. If default is made in the payment of rent or if Lessee assigns or subleases or abandons or vacates the land or if after ten days written notice setting forth the default, default shall continue by Lessee in the performance of any other covenant, term, or condition to be performed by Lessee, Lessor shall have the right to re-enter and take possession of the land and the Lessee upon written demand shall peacefully surrender possession thereof to Lessor in all rights and interests of Lessee to possession and control hereunder shall cease and terminate, but nothing herein contained shall effect Lessor right to the rental for the term herein specified.

5. No waiver of any right to re-enter or terminate by acceptance of rent or otherwise, shall waive any subsequent right to re-enter or terminate for any subsequent breach of any covenant, term, or condition of this lease.

13. Any notice or demand provided for herein may be given to the party to be served by personal service or by registered or certified mail addressed to Lessor at 310 South Macon St, Meadville, MO 64659 or to Lessee at 23543 Hwy 139, Meadville, MO or to such other address as either may from time to time file in writing with the other. 64659

6. Whenever the word Lessor is used herein it shall be construed to include the heirs, successors, assigns and personal and legal representatives of Lessor and the word Lessee shall include the heirs, successor, assigns and personal and legal representatives of Lessee; and the words Lessor and Lessee shall include the singular and plural in the individual or business organization.

15. **TERMINATION.** The leased property will be an integral part of an upcoming sewer project planned by Lessor. While it is not expected that construction of this project will commence during the term of this lease, the parties acknowledge that this is a possibility. Should Lessor determine that construction of said sewer project on the leased property during the term of the lease, Lessor may terminate the lease immediately upon giving written notice of the same to Lessee stating the date that this lease will terminate. Should the date of termination be prior to Lessee taking his first cutting of hay from the property, Lessee shall be entitled to a return of 100% of all lease payments previously made pursuant to this agreement. Should the lease be terminated by Lessor after Lessee has taken one cutting of hay from the property but prior to taking a second cutting, the lease payments required under this lease agreement shall be one-half of the total set forth in Paragraph 3 and if Lessee has paid more than one-half of the total payments required by paragraph 3. Then Lessee shall be entitled to a refund accordingly. Should Lessor terminate the lease *after* Lessee has taken his second cutting of hay from the property, then Lessee shall not be entitled to any refund of lease payments due and shall be obligated to pay the entire sum set forth in Paragraph 3.

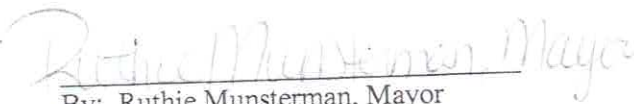
By way of Example, if Lessee pays \$262.50 at the time Lessee enters into this lease and Lessee further pays the remaining \$262.50 on April 1, 2020, and Lessee takes first cutting of hay from the leased

property on June 15, 2020, and Lessor thereafter terminates this lease effective July 1, 2020 (prior to Lessee taking a second cutting of hay) pursuant to this Paragraph 15, then Lessee would be entitled to a refund of \$262.50.


In witness whereof, the parties have set their hands and seals the day and year first above written.

LESSOR:

City of Meadville


By: Ruthie Munsterman, Mayor

LESSEE:


Cody Smith