

**LEASE FOR HAY GROUND
MARCELINE, MISSOURI**

THIS AGREEMENT, entered into this _____ day of _____, 2026, by and between the **City of Marceline**, a Municipal Corporation, State of Missouri, (hereinafter referred to as the "City"), and _____ hereinafter referred to as "Lessee", whereby, for and in consideration of the mutual covenants herein contained it is agreed as follows:

1. **WHEREAS**, the City is owner of certain lands, a portion of which are utilized as the Marceline New Reservoir, Mt. Olivet Cemetery, Water Plant, Old Ridgecrest Lagoon Site, and Old City Dump.

2. **AND WHEREAS**, it is the purpose and intent of this lease agreement to permit Lessee to harvest hay from that portion of the aforementioned lands as identified by Attachments A, B, C, D and E of this lease agreement, said Attachments being incorporated herein as if fully set forth.

3. Solely for the harvesting of hay, the City does hereby grant and remise to said Lessee for a term of three (3) years beginning at the execution hereof and ending with the removal of the last cutting on the third year, the areas (collectively called the "land") described by Attachment A of the New Reservoir property; the areas described by Attachment B of the Mt. Olivet Cemetery; the areas described by Attachment C of the Water Plant; the areas described by Attachment D of the Old Ridgecrest Lagoon Site; and the areas described by Attachment E of the Old City Dump. The City reserves the right to enter into the leased property at any time to inspect the land for compliance with this lease.

4. This three (3) year lease shall automatically terminate without notice to either party after removal of the last hay crop on the third year.

5. The rights and privileges of Lessee under the terms of this lease shall be personal to such Lessee and shall not be assignable without the express written consent and authorization of the City.

6. The rights herein granted to the Lessee shall not be exercised in any way so as to interfere with or adversely affect the use, operation, maintenance or development of the New Reservoir, Mt. Olivet Cemetery, Water Plant Land, Old Ridgecrest Lagoon Site, and/or Old City Dump.

Except for farm chemicals and fertilizers customarily used in a haying operation and petroleum products used to harvest and haul the hay, the Lessee shall not keep, store, discharge, spill, or release onto, in, or under the Premises any Hazardous Substances (including petroleum products and derivatives) and shall be in compliance with all local, state, and federal laws, rules, and regulations governing the storage, release, discharge, presence, clean-up and handling of Hazardous Substances ("Environmental Laws") and shall notify Lessor within five (5) business days after Lessee becomes aware of the existence of any alleged or actual violation of any Environmental Laws with respect to the Premises. Lessee shall remove any such Hazardous Substance and/or cure any such violations, as

applicable, as required by law, promptly after Lessee becomes aware of same, at Lessee's sole expense. Lessee agrees to indemnify and hold Lessor harmless from any liability, demand, action, claim, loss, cost, penalty, fine, clean-up expense or other expense, including attorneys fees, arising out of a breach of this agreement.

The term "Hazardous Substances" shall mean such substances, materials, wastes, petroleum products or compounds, defined as being a hazardous substance in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Resource conservation and Recovery Act of 1976, as amended, the Solid Waste Disposal Act Amendments of 1980, the Hazardous Solid Waste Amendments of 1984, or any other applicable Environmental Law.

The obligations and liabilities of Lessee under this paragraph shall survive any termination of this Lease and the exercise by Lessor of any of its rights or remedies hereunder.

7. The Lessee shall harvest hay any time the hay reaches 10 inches in height. All hay will be removed from the land within 60 days of harvest. The height of the grass at any of the aforesaid properties shall be such as shall not interfere with the line of sight from any part of the properties or nearby streets or roads. Lessee will control all noxious weeds as required by law on the land. No livestock may be placed on the land. The Lessee will remove all trash and debris from its operation on the land.

8. Lessee shall pay to the City for such 51 acres (more or less) at the Marceline New Reservoir, Mt. Olivet Cemetery, Water Plant, Old Ridgecrest Lagoon Site, and Old City Dump \$ _____ (\$ _____ /acre) per annum, with said payment to be made prior to the commencing of harvesting preparations for each year or by May 30th whichever comes first. Failure to pay the rent within 10 days of the due date will result in termination of this Lease without further notice.

9. At any time during the term of this lease, if any portion of the tracts of land shall be sold, otherwise used by the City, or be required to install any type of infrastructure into or on this property, this lease shall terminate as to that part of the tract of land sold, otherwise used by the City for infrastructure or other municipal purposes, and the City shall reimburse Lessee for the rent actually paid for the year of termination for the acres terminated plus an amount equal to the cost of fertilizer applied in the year of termination on that part of any tract on which the lease is terminated by the City.

10. Any equipment, hay, or other property of the Lessee remaining on the Premises after termination is deemed abandoned if not removed within ten (10) days after the mailing of notice to remove to Lessee.

11. Lessee assumes all risk of loss, damage, or injury to person or property by reason of his hay operation specified under this agreement as well as loss, damage to Lessee's employees or invitees while on the premises; and agrees to indemnify, defend and hold harmless the City, its officers and employees, from all claims for such loss, damage or injury sustained by Lessee, his employees, or invitees, or by any other person unless caused by the sole negligence of City, its agents or employees, or otherwise

12. To protect against such liability, Lessee will obtain and maintain in force during the lease term a policy of general commercial liability insurance with a \$1,000,000 single limit coverage for personal injuries and property damage, \$2,000,000 general aggregate limit, with City named as an additional insured. Lessee will provide proof of such insurance to City prior to commencement of farming on the Premises and at other reasonable times upon request. The Lessee's insurance will be primary and noncontributory to any insurance of the City and will first be applied to satisfy any liability of the City or its officers or employees. The insurance shall not waive any defense of the City including sovereign immunity, official immunity, or other defenses.

13. ATTORNEY FEES. In the event City is required to bring any action to enforce any terms of this Lease or to protect, preserve, or maintain Lessor's interest under this Lease, the Lessee will pay Lessor's reasonable attorney fees, expenses and court costs incurred upon demand. Such fee and expenses shall be added to the Rent and secured by the Lessor's lien.

14. In the event of default by the Lessee, if the default is not cured within 10 days after mailing of notice to the last known address of Lessee, the City may terminate the Lease and remove any of Lessee's property from the land at the cost of the Lessee.

15. This lease shall supersede any and all documents relative to this subject.

IN WITNESS WHEREOF, the parties have hereunto set their hands at Marceline, Missouri the day and year first above written.

LESSEE

Lessee

CITY OF MARCELINE

Shelly Milford, Mayor

ATTEST:

Lindsay Krumpelman, City Clerk / ACM

**HAY LEASE GROUND
ATTACHMENT A - NEW RESERVOIR**

Sections 11, 12, 13, 14 - Township 56 - Range 19

Approximately 10 +/- acres

(Map from <http://allthingsmissouri.org/Missouri-map-room/>)



**HAY LEASE GROUND
ATTACHMENT B - MT. OLIVET CEMETERY**

Sections 30 - Township 57 - Range 18

Approximately 16 +/- acres

(Map from <http://allthingsmissouri.org/Missouri-map-room/>)



**HAY LEASE GROUND
ATTACHMENT C - WATER PLANT**

Sections 1 - Township 56 - Range 19

Approximately 3 +/- acres

(Map from <http://allthingsmissouri.org/Missouri-map-room/>)



**HAY LEASE GROUND
ATTACHMENT D - OLD RIDGECREST LAGOON SITE**

Sections 28 - Township 57 - Range 18

Approximately 3 +/- acres

(Map from <http://allthingsmissouri.org/Missouri-map-room/>)



**HAY LEASE GROUND
ATTACHMENT E - OLD CITY DUMP**

The Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and the East Half (E 1/2) of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty-Nine (29), Township Fifty-seven (57), Range Eighteen (18), in Linn County.

Approximately 19 +/- acres

(Map from <http://allthingsmissouri.org/Missouri-map-room/>)

