

RESOLUTION NO. 29-2022

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING A CASH FARM LEASE BETWEEN THE CITY OF CLINTON AND FREEMYER FARMS, LLC.

WHEREAS, the City of Clinton wishes to enter into a cash farm lease with Freemyer Farms, LLC; and

WHEREAS, the land to be leased is part of Gerhart Industrial Park;

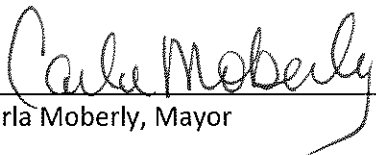
NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

Section 1. The cash farm lease with Freemyer Farms, LLC is hereby approved.

Section 3. The 64.02 acre tract will be leased for \$9,920.00 annually.

Section 4. The City Administrator is hereby authorized to execute said Agreement on behalf of the City of Clinton.

Read and passed this 4th day of October, 2022.



Carla Moberly, Mayor

ATTEST



Wendee Seaton, City Clerk



CASH FARM LEASE

This Lease is entered into as of the 5th day of October, 2022, between the City of Clinton, Missouri, hereafter known as the "Landlord," of Henry County, Missouri, and Freemyer Farms, LLC, hereafter known as the "Tenant".

I. - Property Description.

The Landlord hereby leases to the Tenant, to occupy and use for agricultural and related purposes, the following described property:

The premises known as "Gerhart Industrial Park" consisting of approximately 64.02 acres (Attachment A: Field nos. 3, 5 and 26) of undeveloped farmable land situated in Clinton, Henry County, Missouri.

II. - General Terms of Lease.

A. Time period covered. The provisions of this agreement shall be in effect from ~~the date first above written~~ through December 31, 2027.

Jan. 1, 2023

B. Review of lease. A written request is required for a general review of the lease or for consideration of proposed changes by either party.

C. Amendments and alterations. Amendments and alterations to this lease shall be in writing and shall be signed by both the Landlord and Tenant.

D. No partnership intended. It is particularly understood and agreed that this Lease shall not be deemed to be nor intended to give rise to a partnership relation.

E. Transfer of property. If the Landlord should sell or otherwise transfer title to the farm, it will do so subject to the provisions of this Lease, or at its sole option, purchase the crops which have been planted and still remain on said property at fair market value. Fair

market value shall be determined by using the average number of bushels per acre times the closing market price per bushel on the day of termination. If Tenant has an executed crop contract, compensation shall be based on the average number of bushels per acre times the contracted amount per bushel. If crops are planted but prior year yield information is not available, average yields for Henry County as maintained by the US Department of Agriculture shall be used. Should no crop or seed be planted or sown at the time of sale, then no price will be paid as damages for loss of crops or loss of profits, but Landlord agrees in that event to reimburse Tenant for amounts reasonably expended for seasonal work on the portion so transferred.

F. Right of entry. The Landlord reserves the right for itself, its agents, its employees, or its assigns to enter the farm at any reasonable time to:

- (a) consult with the Tenant;
- (b) make repairs, improvements, and inspections; and
- (c) (after notice of termination of the lease is given) do plowing, seeding, fertilizing, and any other customary seasonal work, none of which is to interfere with the Tenant in carrying out regular farm operations.

Further, the Landlord reserves the right for itself, its agents or its assigns to enter the farm at any reasonable time to conduct soil testing, without disturbing Tenant's crops, to verify soil tests.

G. No right to sublease. The Landlord does not convey to the Tenant the right to lease or sublease any part of the farm or to assign the Lease to any person or persons

whomsoever.

H. Binding on heirs. The provisions of this Lease shall be binding upon the heirs, executors, administrators and successors of both Landlord and Tenant in like manner as upon the original parties, except as provided by mutual written agreement.

I. Parties hereby acknowledge that Landlord has the premises being leased for sale as part of the Gerhardt Industrial Park. In the event the Landlord receives a valid offer to purchase any and or all of the property being leased by Tenant, Landlord shall have the option of terminating this Lease immediately and paying to Tenant an amount necessary to compensate Tenant for any expenses incurred during the term of said Lease. Upon notice of a bona fide offer, Tenant shall provide to Landlord a sworn statement indicating the cost/expenses incurred during the leased term for which Tenant will lose as a result of said termination. Landlord shall have the opportunity to take possession of the property upon payment of all costs incurred to Tenant or waiting until Tenant removes the current crop and terminating the lease at no charge other than refunding of remaining rent.

III. - Land Use.

A. General Provisions. The land described in Section I will be used for the planting, sowing, cultivating and harvesting of crops and cutting of hay, if proper. Any other use by Tenant shall be only at the express written permission of Landlord.

B. Tenant shall not construct any permanent structure on said land.

C. Tenant shall annually provide to Landlord all yield information and data on the leased premises.

IV. - Amount and Payment of Rent

A. Cash rental rates. The Tenant agrees to pay as cash rent the amount of Nine Thousand Nine Hundred Twenty Dollars and Zero Cents (\$9,920.00), which shall be paid in two equal payments of Four Thousand Nine Hundred Sixty Dollars and Zero Cents (\$4,960.00). The first payment shall be made at the execution of this contract and the second payment shall be made no later than September 30th. In the event the lease is renewed, the first payment shall be due on or before January 15th and the second payment as outlined above.

V. - Operation and Maintenance of Farm.

In order to operate the farm efficiently and to maintain it in a high state of productivity, the parties agree as follows:

A. The Tenant agrees:

1. General maintenance. To provide the unskilled labor, chemicals, fertilizer, and equipment necessary to maintain the farm and its improvements during his tenancy in as good condition as it was at the beginning. Normal wear and depreciation and damage from causes beyond the Tenant's control are accepted. Tenant shall suppress and prevent the germination of all noxious weeds.

2. Mowing. Mow or hay fields/waterways, consisting of approximately 13.87 acres, at least once per year (Field nos. 7, 8, 9 and 11)

3. Land use. Not to cut live trees for sale or personal uses, or block access in any

way to entrances or buildings.

4. Insurance. Tenant further agrees to maintain farm liability insurance and provide Landlord with a copy of said policy within ten (10) days of the execution of this Lease. Such certificate shall provide that the policy shall not be cancelled without notice in writing to Landlord at least fifteen days in advance. Tenant shall indemnify and hold Landlord harmless from any and all liability arising from Tenant's use of the premises, including liability for violation of any state or federal regulation applicable to the property or to Tenant's use. Without limitation, this shall include liability for any environmental condition related to Tenant's use.

5. Addition of improvements. Not to:

(a) erect or permit to be erected on the farm any non-removable structure or building;

(b) incur any expense to the Landlord for such purposes; or

(c) add electrical wiring, plumbing, or heating to any building without written consent of the Landlord.

(d) allow any lien to be placed upon the property.

6. Conservation. Control soil erosion as completely as practicable; keep in good repair all terraces, open ditches, inlets and outlets of tile drains; preserve all established watercourses or ditches including grassed waterways; and refrain from any operation or practice that will injure such structures. Tenant will maintain soil fertility (P, K, pH), and agrees to test the soil annually during this lease, and apply chemicals necessary to maintain

good soil condition. Tenant shall provide to Landlord annually the results of soil testing, and shall provide Landlord with proof of all soil amendments applied.

7. Damages. When Tenant leaves the farm, Tenant agrees to pay the Landlord reasonable compensation for any damages to the farm for which he, the Tenant, is responsible. Any decreases in value due to ordinary wear and depreciation or damages outside the control of the Tenant are accepted.

8. Utilities. Tenant shall be responsible to connect and maintain all utilities necessary or convenient to Tenant's operations. Any installations made by Lessee in order to provide utility connection shall become property of Landlord at the conclusion of the lease term.

B. The Landlord agrees to allow Tenant to use said property for farming operations as provided for in this Lease without interruption.

C. Both agree:

1. Not to obligate other party. Neither party hereto shall pledge the credit of the other party hereto for any purpose whatsoever without the consent of the other party. Neither party shall be responsible for debts or liabilities incurred, or for damages caused by the other party.

2. Time is declared to be of the essence of this lease.

3. This lease shall be governed by the laws of the State of Missouri, and any dispute arising between the parties shall be resolved in the Circuit Court of Henry County, Missouri by a judge without jury.

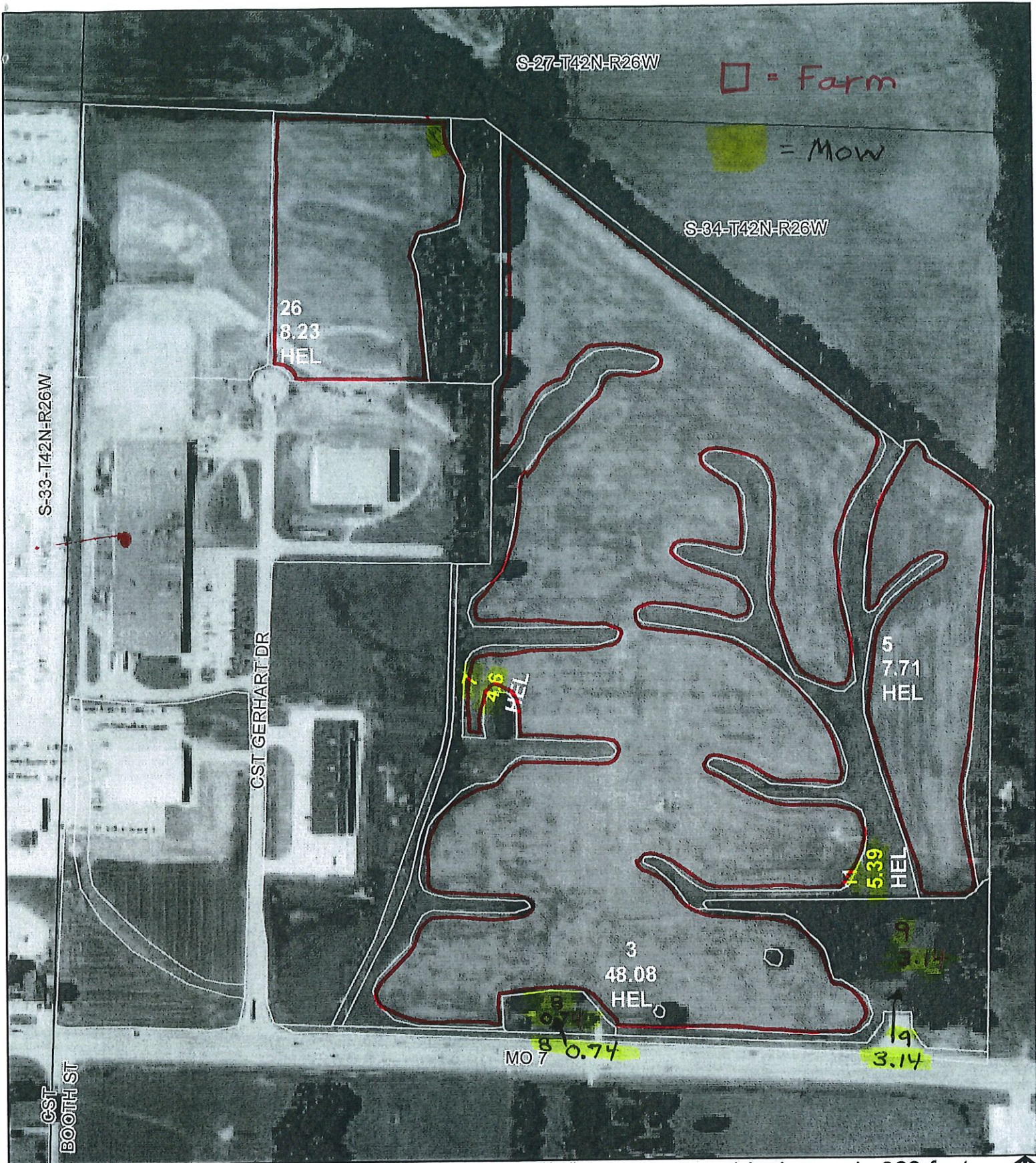
Executed in duplicate on the date first above written:

CITY OF CLINTON

By: *Christina A. Maggi*
LANDLORD

FREEMYER FARMS, LLC

By: *[Signature]*
TENANT



All Measurements are
For FSA Programs Only

Wetland Determination Identifiers

- Restricted Use
- ▽ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps)

Henry Co. FSA

WHT=WHEAT/SRW/GR, C=CORN/YEL/GR
 SB=SOYBN/COM/GR, DCSB=SOYBN/COM/GR
 MILO=SORH/GRS/GR, O=OATS/SPR/GR
 P=GRASS/FTA/GZ, H=GRASS/FTA/FG
 LS=GRASS/FTA/LS, FG=MXFG/LGM/FG
 GZ=GRASS/FTA/GZ(31) PAST=MXFG/LGM/GZ
 ALL FIELDS ARE NI UNLESS NOTED OTHERWISE
 SHARES=100% UNLESS NOTED OTHERWISE
 *Unless noted on Map

1 inch equals 363 feet

Program Year: 2022

Created: 9/9/2022

Flown: 2018-09-28

- clu
- crp
- plss

**Farm 5971
Tract 10816**



BID RESULTS

9/29/2022

Item for Quote: Gerhart Farm Lease

VENDORS

	Freemyer Farms 816-809-2111 kayvfabuilders@gmail.com		Last Lease Amount
Price Per Acre:	\$155.00		\$139.31
Total Bid:	\$9,920.00		\$9,648.80



Sheet 1 of 1

SEALED BIDS DUE NO LATER THAN: **10:00 a.m., Thursday, September 29, 2022**

Item No.	Quantity	Description of Services	Unit Price	Total
1.	64.02 acres	Farm lease	<u>155</u> / ac.	<u>9920.00</u>

The City of Clinton reserves the right to reject any and all bids or waive minor irregularities.

The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and all of which are a part of this bid.

Freemeyer Farms LLC / Vince Freemeyer
Printed name

Phone: 816-809-2111

[Handwritten Signature]
Signature

Date: 9/28/22

We reserve the right to refuse any and all bids