

## IPL Farm Lease

THIS LEASE made this 3rd day of APRIL, \_\_\_\_\_, by and between the CITY OF INDEPENDENCE, MISSOURI, located in Jackson County, Missouri, (hereafter called Lessor), and Dingeldein Properties of the County of Jackson and State of Missouri (hereafter called Lessee).

WITNESSETH:

1. Lessor hereby leases unto Lessee and Lessee hereby hires and takes as Lessee, upon and subject to the terms and conditions herein set out, each of which the respective parties agree to keep and perform, the following farm land situated in Jackson County, Missouri:

All of the tillable land in the following described parcels:

All of the North half (N $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 26, Township 50, Range 31, except a strip 40 feet off of the West side of said tract of land for road purposes, in Jackson County, Missouri,

All of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 26, township 50, Range 31;

All of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 26, Township 50, Range 31, except a tract of land in the Northeast corner North of the Little Blue River containing 3.98 acres, deeded to Nannie S. Hudspeth, recorded in Book 592, at page 177;

Beginning at a point 165 feet North and 105.6 feet West of the Southeast corner of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 26, township 50, Range 31, and running thence West 1220.2 feet to the West line of said Quarter of Quarter Section, thence North on said West line to the center of Little Blue Creek, thence following said center of said Little Blue Creek, with its various meanderings to a point 105.6 feet West of the East line of said Quarter of Quarter Section, thence South to the place of beginning, containing 24.50 acres, more or less;

The South fifty (50) feet of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 26, Township 50, Range 31, for road purposes, containing 1.74 acres, more or less, all in Jackson County, Missouri;

Except that part of the above now occupied by water wells, and except that part of all of the above lands now or hereafter used for facilities of the Power & Light Department of the City.

2. The term of this lease shall be for a twelve-month period commencing on April 1, 2023 and through March 31, 2024, with an option for four, one-year extensions from April 1 through March 31 of each successive year at the Lessor's discretion.
3. Lessee shall pay the lease amount due no later than April 30th of each year of the lease. Payment must be received in the Finance Department, Attn: Director of Finance and Administration. The total rental amount to be calculated as follows:

18. The invalidity, illegality, or unenforceability of any provision of this lease or the occurrence of any event rendering any portion or provision of this lease void shall in no way affect the validity or enforceability of any other portion or provision of this lease. Any void provision shall be deemed severed from this lease, and the balance of this lease shall be construed and enforced as if this lease did not contain the particular portion or provision held to be void. The parties further agree to amend this lease to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this article shall not prevent this entire lease from being void should a provision which is of the essence of this lease be determined void.
19. The City's standard terms and conditions, incorporated herein, and this lease document constitute the entire agreement between the parties and no representation by Lessor or its agents, oral or otherwise not contained in these documents shall have any effect on this lease.

IN WITNESS WHEREOF, the parties have hereunto, and to a duplicate copy hereof, set their hands and seals the day and year first above written.

**CITY OF INDEPENDENCE**

**LESSEE**

By: \_\_\_\_\_

By: Terry Dingeldein

Date: \_\_\_\_\_

Printed Name: Terry Dingeldein

Date: 3/3/2023

\$ 121 Per acre times (x) 70 acres (more or less), for a total of

\$ 8,470 Annually.

4. The land shall be used for general agricultural purposes only, and at Lessee's option may be used for such crops as Lessee may elect, or, with Lessor's written permission, for grazing of animals, or both.
5. Lessee shall bear all expenses associated with his use of the land, including, but not limited to, all purchase and application of seed and chemicals, rental of farming equipment, gas, oil, and trucking expenses.
6. Lessee shall keep all weeds and grass cut or sprayed on the above described land and around all fence rows and roads.
7. Lessee shall secure, maintain, and pay for, throughout the duration of this lease, a Farm Premises Liability or Farmers Comprehensive Personal Liability form. Said policy shall cover the maintenance and use of the farming operation on the land with a minimum of \$500,000 per person bodily injury, \$500,000 per occurrence bodily injury, and \$500,000 per occurrence property damage or; a minimum of \$500,000 combined single limit on an occurrence and aggregate basis. Either program is to address the products and completed operations hazard. A certificate of insurance, naming the Lessor as an additional insured, is to be filed with the Lessor upon execution of this contract. Worker's Compensation is to be confirmed, if statutorily required.
8. Lessee shall in no way destroy, tear up, plow under, or otherwise damage or destroy, any existing roads, railroads, bridges, trails, or other structures upon the land.
9. Lessee shall hold Lessor harmless from all loss, cost, damages, or expense arising out of any claim for bodily injury to or death of any person or damage to any property as a result of Lessee's use of the property.
10. Lessor, and any of its authorized representatives, shall have the right of ingress and egress to any or all parts of the land in the performance of their duties. Lessor shall not be responsible for any damage to seeded land, growing crops, or matured crops necessarily caused by actions of Lessor or its authorized representatives in exercising any of their rights or duties under the provisions of this lease. Neither Lessor nor Lessee shall have any recourse against the other for such damage.
11. Lessee shall use due diligence to plant, cultivate, and harvest annual crops upon all tillable land contained in the leased land, or with Lessor's written permission may graze animals on the land. In the event Lessee shall fail to so raise crops or graze animals, Lessor may, at its discretion, terminate the lease without notice.
12. Lessee may post signs to restrict hunting and fishing on the land, or other unauthorized access, at Lessee's pleasure.

13. 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 is above provided, without the written consent of Lessor.
14. If any default is made in the payment of rent or any part thereof at the time provided, or if Lessee assigns or subleases, or abandons or vacates the land, or if after ten (10) 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 reenter and take possession of the land and the Lessee upon written demand shall peacefully surrender possession thereof to Lessor, and all rights and interests of Lessee to possession and control hereunder shall cease and terminate, but nothing herein contained shall affect Lessor's right to the rental for the term herein specified. Upon taking possession hereunder Lessor may, at Lessor's election, terminate and end this lease upon giving Lessee written notice thereof, or Lessor may re-let the property and Lessee shall be liable for and will pay as it accrues the difference in the rental for the balance of the term.
15. No waiver by Lessor of any right to reenter or terminate, by acceptance of rent or otherwise, shall waive any subsequent right of Lessor to reenter or terminate for any subsequent breach of any covenant, term or condition of this lease.
16. Any notice of demand provided for herein may be given to the party to be served by personal service or by registered or certified mail addressed as shown below, or to such other address as either Lessee or Lessor may from time to time file in writing with the other.

LESSOR: City of Independence  
Director of Finance and Administration  
Finance Department  
111 E. Truman Rd.  
Independence, MO 64050

LESSEE:  
Name: Terry Dingeldein DBA Dingeldein Properties  
Address: 2513 S Whitney Ave Independence, MO 64057  
Telephone: 816-213-3105  
Email: terrydingeldein1942@gmail.com

17. This lease shall be governed by the laws of the State of Missouri, 16<sup>th</sup> Judicial Court.