

Airport Farm Lease Bid Specs

1. This Lease applies only to that portion of said property which is currently being used for agricultural purposes which includes **50 acres**, more or less, of the tillable ground, situated in the County of Marion, State of Missouri, which is part of the Hannibal Municipal Airport property located in Section 22, Township 57 in, Range 5 W.
2. This Lease shall be for a term commencing **February 18th, 2025** and expiring **December 31st, 2029**.
3. Payment amount due January 31st of each year.
4. It is expressly understood and agreed that the Lessor shall bear no expense in operating and maintaining the farm as herein provided and in producing said crops or hauling the same to place of delivery.
5. The Lessee further covenants and agrees:
 - a. To use the premises for agricultural purposes only.
 - b. To till all of the tillable land in a husbandman-like manner.
 - c. To harvest and remove all crops in due season.
 - d. To retain possession of the premises during the term hereof and not to assign or sublet without the Lessor's written consent.
 - e. That the Lessor shall have the right to enter the demised premises at any reasonable time to view the same or show the same to prospective purchasers or tenants, or to make repairs or improvements.
 - f. That in case the Lessee shall fail to pay the cash rent or other sums due Lessor hereunder or account for the share rent as herein stipulated, all costs of the Lessor in enforcing collection including reasonable attorney's fees shall be added to and become a part of the rental payable by the Lessee hereunder and Lessor shall be entitled to immediate possession.
 - g. That Lessee takes possession of the leased premises and performs the services to be rendered hereunder as an independent contractor, subject to the usual hazards of operating a farm, and assumes all risk of accidents in pursuance of his farming operations or in performing necessary repairs to the buildings, fences and other improvements.
 - h. To surrender said premises at the expiration of the terms of this Lease, without further demand or notice, in such condition as shall be in compliance with the provisions hereof.
 - i. That Lessor shall have the landlord's lien provided by law as security for the rental herein specified, and if the Lessee shall fail to cultivate said premises as herein agreed, or shall fail to keep any of the other covenants in this Lease contained, the Lessor may have the necessary work done and shall be reimbursed therefore from the Lessee's share of the crops, or may, at his election terminate this Lease.

6. Lessee agrees to follow the recommended Guidelines for Agricultural Leases on Airports as set forth by the FAA, a copy of which is attached hereto and incorporated herein, and to limit the planting of tillable ground to those areas which are currently being used for agricultural purposes.

7. The Lessor expressly covenants: that the Lessee, observing and performing the several covenants and stipulations herein on his part, shall peacefully hold and enjoy said premises during said term without interruption by the Lessor, or any person rightfully claiming under him, except as herein provided.

8. This Lease shall be binding upon the heirs, executors and administrators of the parties and the assigns of the Lessor and the assigns of the Lessee, if assignment is permitted.

9. If the Hannibal Municipal Airport should alter the layout of the Airport creating a lessor acreage amount to be leased, said difference in acreage amount will be calculated and payment will be adjusted to said Lessee.

10. The lessee agrees to maintain the Property and its improvements in as good a condition as it was at the beginning of this Lease, except for normal wear and damage from causes beyond Operator's control.

11. The lessee agrees to control soil erosion and maintain soil health and fertility on the Property. Operator agrees to implement Natural Resource Conservation Service best management practices to the extent practicable.

12. The lessee agrees to keep in good repair all open ditches, subsurface drainage tiles and inlets and outlets of drains and waterways; preserve established watercourses including grassed waterways, ditches, and field borders; and refrain from any practices that will injure such structures or violate applicable laws, regulations or government program requirements.

13. Lessor shall not be liable to lessee, lessee's guests or other occupants or persons on the Leased Premises for injury, damage or other losses to such persons or their property caused by lessee's negligence, theft, burglary, assault, other crimes, fire ice water, wind, rain, smoke or any other causes beyond lessor's control. further, lessor shall not be liable to lessee, lessee's guests, or invitees for injury to any person or pet, nor for loss of or damage to property (including property of lessee) occurring in or about the property from any cause whatsoever, even if the damages or injuries are alleged to be the fault of or caused by the negligence, carelessness or fault of lessor and/or lessor's agent(s). lessee agrees to indemnify and hold lessor free and harmless from any and all liability for injury to any person or death of any person or persons, or for damage of property arising from the use and occupancy of the Leased Premises by lessee or from the act or omission of any person or persons, including lessee.

14. If the lessee shall neglect or fail to perform and observe any of the covenants in this instrument, which on its part are to be performed and such default shall continue for a period of thirty (30) days after the mailing of a written notice, postage prepaid from the lessor to the lessee specifying such default, or if the lessee shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of any of its property for the benefit of creditors, then, and in

any of the said cases, the lessee or those having their estate in said premises, lawfully may immediately or at any time thereafter, and while such neglect or default continues and without further notice or demand, enter into and upon the premises or any part thereof in the name of the whole and repossess the same as of their former estate and expel the said lessor and those claiming under it, and remove their effects (forcibly if necessary) without being taken or deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent, or preceding breach of covenant and that upon entry as aforesaid the said term shall cease and be ended. Alternatively, in the event lessor does not terminate the lease agreement immediately pursuant to this section, lessor may elect to terminate the lease at the conclusion of the harvest season, by giving written notice. Termination of the lease agreement shall not free the Lessee of the requirement of payment of rental payments due.

15. Lessee agrees that if lessor enforces any provision of this lease through court action, lessee will pay the lessor's attorney fees in reasonable amounts, and court costs. lessee and lessor hereby waive trial by jury in any action, proceeding, claim or counterclaim (including unlawful detainer action) arising out of or in any way connected with this agreement or the relationship between the lessee and lessor. Lessor and Lessee agree that in the event either party file litigation related to this agreement that jurisdiction and venue shall be in the Circuit Court of Marion County, Missouri, Division 2 at Hannibal.

City of Hannibal Farm Lease Bid Tabulation

50 Acres More or Less Farm Lease Yearly Amount	<u>Year 2025 Total in Dollars</u>
50 Acres More or Less Farm Lease Yearly Amount	<u>Year 2026 Total in Dollars</u>
50 Acres More or Less Farm Lease Yearly Amount	<u>Year 2027 Total in Dollars</u>
50 Acres More or Less Farm Lease Yearly Amount	<u>Year 2028 Total in Dollars</u>
50 Acres More or Less Farm Lease Yearly Amount	<u>Year 2029 Total in Dollars</u>

BIDDER SIGNATURE

DATE

Web AppBuilder for ArcGIS



Web AppBuilder for ArcGIS

