

CCO Form: RW14
Approved: 09/91 (TWJ)
Revised: 11/24 (JDS)
Modified:

ROUTE: 61
COUNTY: Cape Girardeau
JOB NO.: J9P3735
PARCEL NO.: 1,2,3,4
LEASE ID: 904

LEASE OF PROPERTY

THIS INDENTURE is between the Missouri Highways and Transportation Commission, hereinafter referred to as "Lessor" and the City of Jackson, a Municipal Corporation, hereinafter referred to as "Lessee":

WITNESSETH, that the Lessor for and in consideration of the covenants, conditions, agreement and stipulations of the Lessee expressed, does hereby lease to the Lessee and the Lessee hereby leases from the Lessor, the ground surface of the hereinafter described portion of the Lessor's right of way situated in Cape Girardeau County, Missouri, more particularly described as follows:

That part of Lessor's land lying in US Survey No. 2250, Township 31 North, Range 12 East of the Fifth Principal Meridian, Cape Girardeau County, Missouri, lying on the Easterly or left side of hereinafter-described Rte. 61 surveyed centerline, to wit:

A tract of land lying within the following described tract: Commencing at Station 870+71.76 on the hereinafter described Rte. 61 surveyed centerline; thence Easterly to a point 26.65 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 870+71.76, said point being the Point of Beginning; thence Easterly to a point 33.00 feet East of and at a right angle to Rte. 61 surveyed centerline Station 870+71.78; thence Easterly to a point 180.15 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 870+72.23; thence Southerly to a point 180.19 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 870+82.23; thence Westerly to a point 173.19 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 870+82.21; thence Southerly to a point 174.04 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 172+72.21; thence Westerly to a point 31.8 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 872+71.8; thence Westerly to a point 26.76 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 872+71.76; thence Northerly to the Point of Beginning.

The above-described land contains 0.67 acre of grantors land, more or less.

The Route 61 surveyed centerline from Station 845+65.00 to Station 881+43.69 is described as follows:

Commencing from the Northeast Corner of USP Survey 218, Township 31 North, Range 12 East of the Fifth Principal Meridian, Cape Girardeau County, as shown in Document No. 2014-04287; thence S4°10'10"E a distance of 3,049 feet to the Rte. 61

surveyed centerline PT Station 850+76.47 also being the Point of Beginning; thence S9°03'48"E a distance of 413.01 feet to the Rte. 61 surveyed centerline PC Station 854+89.48; thence along the arc of a 5°00'00.0" curve to the right a distance of 326.23 feet to the Rte. 61 surveyed centerline PT Station 858+15.71, said curve having a radius of 1,145.92 feet and a deflection angle of 16°18'42.0"; thence S7°14'54"W a distance of 941.88 feet to the Rte. 61 surveyed centerline PC Station 867+57.59; thence along the arc of a 1°30'00.0" curve to the right a distance of 151.40 feet to the Rte. 61 surveyed centerline PRC Station 869+08.99, said curve having a radius of 3,819.72 feet and a deflection angle of 2°16'15.5"; thence along the arc of a 1°30'00.0" curve to the left a distance of 151.40 feet to the Rte. 61 surveyed centerline PT Station 870+60.39, said curve having a radius of 3,819.72 feet and a deflection angle of 2°16'15.5"; thence S7°14'54"W a distance of 659.48 feet to the Rte. 61 surveyed centerline PC Station 877+19.87; thence along the arc of a 114°35'29.6" curve to the left a distance of 78.57 feet to the Rte. 61 surveyed centerline PT Station 877+98.44, said curve having a radius of 50.00 feet and a deflection angle of 90°01'54.0"; thence S82°47'00"E a distance of 249.69 feet to the Rte. 61 surveyed centerline PC Station 880+48.13; thence along the arc of a 114°35'29.6" curve to the right a distance of 78.69 feet, said curve having a radius of 50.00 feet and a deflection angle of 90°10'00.0" to the Rte. 61 surveyed centerline PT Station 881+26.82, said point being S1°04'38"W a distance of 224 feet from the Northeast Corner of Lot 25 of the Original Town of Jackson in Township 31 North, Range 12 East of the Fifth Principal Meridian, said corner being marked by a 1/2" rebar as accepted by B. Ferguson PLS 2004017828; thence S7°23'00"W a distance of 16.87 feet to the Rte. 61 surveyed centerline Station 881+43.69 and there terminating. The Rte. 61 surveyed centerline also extends from the Rte. 61 surveyed centerline PT Station 850+76.47; thence along the arc of a 5°00'00.0" curve to the right a distance of 771.86 feet, said curve having a radius of 1,145.92 feet, a deflection angle of 38°35'34.8" and a back tangent of N9°03'48"W to the Rte. 61 surveyed centerline PC Station 843+04.61 and there terminating.

WHEREFORE, IT IS AGREED AS FOLLOWS:

(1) LEASE TERM AND RENTAL RATE:

(A) Duration and Rent: The term of this lease is for eight (8) weeks, beginning on the 22nd day of January, 2025 and ending on the 18th day of March, 2025 or eight weeks from the final approval date for a total rent of \$1.00. The Parties hereby intend and agree that this Lease shall be effective as of (beginning date of term), and at all times thereafter, with the same force and effect as if this Lease had been executed on that date.

(B) Market Study and Establishment of Rental Rate: The Commission has conducted a market study to determine the appropriate rent for the leased premises. A copy of the methodology used to determine the rental rate is attached to this lease and "EXHIBIT 1" and is incorporated herein by reference. The parties agree and recognize that the Commission is charging a rent for the leased premises at a rate lower than the fair market value of the rental value of the leased premises.

(2) MANNER OF PAYMENT: The Lessee will pay rent thereon in the manner and at the time stated above.

(3) USE OF PREMISES: The Lessee will use the premises for contractor to perform final grading, install gravel surface and to place concrete barricade's to prevent access until parcel has been convey to the City of Jackson and no other purpose.

(4) OBSERVANCE OF LAWS: The Lessee will observe and abide by all federal, state and local laws and regulations pertaining to the use and occupancy of said premises.

(5) PROTECTION AGAINST DAMAGE: The Lessee will protect and defend the premises against damage.

(6) NO FLAMMABLE MATERIALS: The Lessee will permit no fuel servicing of vehicles on the premises. The Lessee will not permit the manufacture, storage, possession or use on the premises of hazardous, flammable, corrosive, explosive or other dangerous substances, chemicals or wastes, as those terms are defined in federal and state laws and regulations, or the parking hereon of vehicles, trailers or other objects containing any quantity of such substances, chemicals or wastes (except the fuel contained in the lawful fuel tank of a vehicle in order to propel that vehicle). The Lessee will permit no fire hazards on the premises.

(7) NO ODORS: The Lessee will not permit the presence on the premises of hazardous, or unreasonably objectionable smoke, fumes, vapor or odors.

(8) OBSERVATION OF REGULATIONS: The Lessee will observe and abide by the regulations and directions of the Lessor with respect to cleanliness and fire hazards on the premises, and permit the Lessor, its agents and employees, and/or authorized Federal Highway Administration (FHWA) representatives, to enter upon the premises for the purpose of maintenance or reconstruction of its property and to inspect the leased premises with respect to cleanliness, neatness and the existence of fire hazards or other hazards.

(9) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Lessee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Lessee's wrongful or negligent performance of its obligations under this Agreement.

(B) The Lessee will require any contractor procured by the Lessee to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To maintain insurance as required for the Lessee in Paragraph 10 of this Lease, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts as required for the Lessee in Paragraph 10 of this Lease.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(10) **INSURANCE**: The Lessee shall purchase and maintain at the Lessee's own expense commercial general liability, automobile liability, and umbrella/excess liability insurance with an insurance company(ies) eligible to do business in the state of Missouri in the following types and minimum limits:

Low Risk, as defined by Lessor, for Leases with, but not limited to, the following characteristics: Vehicular Parking, on premise/monument sign, landscaping, agricultural purposes, parking lot encroaching on ROW, greenspace (parking lots in areas that do not interfere with the traveling public).

Commercial General Liability (CGL) Insurance:

Policy Form: An Insurance Services Office (ISO)-based occurrence form CGL policy (CG 00 01 or its equivalent) shall be used.

Limits:

Each Occurrence Limit (Bodily Injury and Property Damage) Low risk:
\$600,000
Personal and Advertising Injury Limit Low risk: \$600,000
Products and Completed Operations Aggregate Limit Low risk: \$1,000,000,
General Aggregate Limit Low risk: \$1,000,000

Deductible: \$10,000 maximum per occurrence.

Additional Insured: To be provided for premise and completed operations under ISO Endorsements CG 20 10 and CG 20 37, or their equivalent, for *Missouri Highways and Transportation Commission, its members and department employees* Coverage is to apply on a primary noncontributory basis when coverage is available to the Lessor, using ISO Endorsement CG 20 01, or its equivalent. Copies of the additional insured coverage must be attached to the certificate.

Waiver of Subrogation: To be provided under ISO Endorsement CG 24 04, or its

equivalent in favor of *Missouri Highways and Transportation Commission, its members and department employees* to waive the rights of the Lessees insurers' rights of recovery.

Business Automobile Liability Insurance:

Policy Form: An Insurance Services Office (ISO) Business Auto form (CA 00 01 or its equivalent) shall be used.

Type: Insurance shall include coverage for owned (if applicable), leased, hired, and non-owned automobiles, vehicles, and trailers used by or on behalf of the Lessee.

Limit:

Combined Single Limit (Bodily Injury and Property Damage)

Low risk: \$600,000

Additional Insured: To be provided under ISO Endorsement CA 20 48, or its equivalent for *Missouri Highways and Transportation Commission, its members and department employees* Coverage is to apply on a primary noncontributory basis when coverage is available to the Lessor, using ISO Endorsement CA 04 49, or its equivalent. Copies of the additional insured coverage must be attached to the certificate.

Waiver of Subrogation: To be provided under ISO Endorsement CA 04 44, or its equivalent in favor of *Missouri Highways and Transportation Commission, its members and department employees* to waive the rights of the Lessees insurers' rights of recovery.

Additional Insured: To be provided for premise and completed operations for *Missouri Highways and Transportation Commission, its members and department employees* Coverage is to apply on a primary noncontributory basis when coverage is available to the Lessor. Copies of the additional insured coverage must be attached to the certificate.

Waiver of Subrogation: To be provided in favor of *Missouri Highways and Transportation Commission, its members and department employees* to waive the rights of the Lessees insurers' rights of recovery.

The Lessee shall cause insurer to include the Missouri Highways and Transportation Commission as an additional insured. This insurance shall be for the payment of any property damages, personal injury or death to person(s) on the premises as licensees or invitees, expressed or implied, of the Lessee. Evidence of the Lessee's liability insurance by certificates of insurance shall be furnished to the Lessor with the first payment, as shown in paragraph 1 of this Lease, upon renewal or replacement of each required policy of insurance, and upon Lessor's written request, and if the Lessee fails, refuses or neglects to take out, extend or maintain said insurance this lease shall be null and void. The certificates will also include copies of endorsements evidencing the Lessor as an additional insured on the Lessee's commercial general liability insurance policy, business automobile liability insurance policy, and umbrella/excess liability policy or policies. Delivery or acceptance of a certificate of insurance not meeting the

requirements of this Lease shall not be deemed to waive any of Lessee's requirements hereunder.

(11) NO STRUCTURES: The Lessee will not erect, or cause to be erected, on the premises any kind of building or structure, nor will the Lessee erect any fence on the premises without prior written approval of the Lessor.

(12) MAINTENANCE OF EXISTING GRADING: If the Lessee paves, gravels or resurfaces the premises or any part thereof, it will not change the existing grade or drainage pattern existing on the premises. Any surface improvements shall pass to the Lessor absolutely.

(13) SIGNS: Any signs which the Lessee erects and maintains will be neat, clean, not unduly conspicuous, and the wording thereupon will be restricted to indications of property interest and to warnings or cautions against trespassing.

(14) MAINTENANCE OF PREMISES: The Lessee will keep the premises in a neat, clean, orderly and presentable condition, free of grass, weeds, trash, debris and unsightly objects.

(15) ASSIGNMENT: The Lessee will not assign or sublet the leased premises or any part thereof without the prior written approval and consent of the Lessor, subject to concurrence by the FHWA, which approval and consent shall be within the absolute judgment and discretion of the Lessor and the FHWA.

(16) RETURN OF PREMISES: At the end of the term of the lease, or whenever the lease for any reason is terminated, the Lessee will peaceably surrender and return the premises to the Lessor in as good a condition as when found, ordinary wear and tear excepted.

(17) QUIET ENJOYMENT OF LEASE: The Lessee, upon keeping and performing the covenants of this lease shall at all times during the tenancy peaceably and quietly have, hold and enjoy the leased premises without suit, trouble or hindrance from the Lessor.

(18) CANCELLATION OF LEASE: The Lessor may without notice re-enter and take possession of the premises and, with or without legal process, evict the Lessee from the premises under the following conditions: (1) rent is unpaid after it has become due and payable; (2) each condition and covenant contained in the Lease is not performed or fulfilled by the Lessee; (3) a petition in bankruptcy has been filed by or against the Lessee; (4) the Lessee becomes insolvent; (5) any proceeding is filed to subject this lease or the interests of the Lessee to garnishment or sale under execution; (6) the Lessee makes an assignment for the benefit of creditors; (7) the Lessee discontinues use of the premises for more than a continuous sixty (60) day period; or (8) the Lessee attempts to sell or assign this lease without the written approval or consent of the Lessor. Any such act(s) of omission or commission may, at the option of the Lessor, constitute a forfeiture of all

rights of the Lessee hereunder, voiding and ending this lease.

(19) TERMINATION OF LEASE: In the event of the destruction or damage to the Lessor's facilities located upon premises leased, the Lessor may terminate this lease immediately if, in the Lessor's discretion, it is necessary to occupy the leased premises for restoration or repair to the said Lessor's premises.

(20) NOTICE OF TERMINATION: Either party shall have the right to terminate the lease of the above-referenced tract by giving thirty (30) days written notice to the other party. If the lease is so terminated by the Lessor, the Lessee will be entitled to a refund equal to one twelfth (1/12) of the annual lease payment for any remaining unused months of the annual lease period. If the lease is so terminated by the Lessee, no portion of rent paid or due for the year affected by such termination will be refunded or forgiven the Lessee.

(21) NO DISCRIMINATION IN USE OF FACILITIES: The Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, agrees to as a covenant which runs with the land that no person on the grounds of race, color, religion, creed, sex, age, ancestry, national origin, disability or veteran status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.

(22) NO DISCRIMINATION IN FURNISHING OF SERVICES: No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, in the construction of any improvement on, over or under such land and the furnishing of service thereon, on the grounds of race, color, religion, creed, sex, age, ancestry, national origin, disability or veteran status.

(23) NONDISCRIMINATION CLAUSE: The Lessee shall comply with all state and federal statutes applicable to the Lessee relating to nondiscrimination, including but not limited to Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101 *et seq.*) which applies to the Lessee. The Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 22.

(24) BREACH OF NONDISCRIMINATION COVENANTS: In the event of breach of any of the nondiscrimination covenants in paragraphs 21 and 22, the Lessor shall have the right to terminate the lease and to re-enter and repossess said land and facilities thereon and hold the same as if this lease had never been made or issued.

(25) LAW OF MISSOURI TO GOVERN: This Lease shall be construed according to the laws of the State of Missouri. The Lessee shall comply with all local, state and federal laws and regulations relating to the performance of this Lease.

(26) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Lease, or regarding its alleged

breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(27) EXISTING UTILITIES: The Lessee agrees to permit all known and unknown existing utilities to maintain their easements for the purpose of maintaining, constructing, or reconstructing utility lines and their appurtenances over, under or across the lands herein leased.

(28) RECEIPT OF PAYMENT: The parties agree that any receipt and deposit by the Lessor of any payment made by the Lessee for any period or periods beyond the express term of the Lease shall not constitute an extension of the express term of the Lease. The Lessor will promptly return all such payments that the Lessor has deposited in error.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the last date written below.

Executed by Lessee on this _____ day of _____, 2025.

Executed by Lessor on this ____ day of _____, 2025.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION,
LESSOR**

City of Jackson, Missouri
LESSEE

By: _____
Title: Asst. To State Design Engr - RW

By: _____
Title: Mayor

Address: 101 Court St.
Jackson, MO 63755

ACKNOWLEDGMENT BY CITY

STATE OF MISSOURI _____)
)
COUNTY OF CAPE GIRARDEAU) SS

On this ____ day of _____, 2025, before me appeared Dwain Hahs personally known to me, who being by me duly sworn, did say that he is the Mayor of the City of Jackson and that the foregoing instrument was signed on behalf of the City of Jackson and that he acknowledged said instrument to be the free act and deed of the City of Jackson and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT BY COMMISSION

STATE OF MISSOURI _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2025, before me appeared Brenda Harris personally known to me, who being by me duly sworn, did say that she is the Assistant to the State Design Engineer – Right of Way of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said Brenda Harris acknowledged said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

Missouri Department of Transportation2675 North Main Street
Sikeston, Missouri 63801
573.472.5333
Fax: 573.472.5351
1.888.ASK MODOT (275.6636)


RE: Land Lease
J9P3735
Tracts 1, 2, 3, & 4

The subject properties are the total acquisitions from the J9P3735 Rte. 61 project in the City of Jackson, Cape Girardeau County and contains a total of 0.67-acre.

Penzel Construction currently has the MoDOT contract on this project. The City also has a contract with Penzel on a City / County project in the same area. Currently the City is requesting a short term (8 week) lease on the site. They are wanting to have final grading and gravel placed on the site while the contractor is still in the area finalizing the J9P3735 project.

Per the Municipal and Cost Apportionment Agreement signed by the City of Jackson and MoDOT these 4 tracts are to be conveyed to the city at no cost when the project is complete.

Based on the Municipal and Cost Apportionment Agreement there will be no rental amount for the short term lease.


Michael L. Smith, Sr. R/W Specialist

Date: 1/17/24


Pamela K. Masterson, Right of Way Manager

Date: 1-17-24

