

## FARM LEASE

(Approximately 40 Acres - Public Works Property on Ten Mile Road)

This FARM LEASE ("Lease"), entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by and between The City of Meridian, an Idaho municipal corporation ("Landlord"), and Louie Asumendi ("Tenant").

**WHEREAS**, Landlord is the record owner of certain real property located on N. Ten Mile Road, north of W. Ustick Road, Ada County, Idaho, identified as Parcel no. S0434131300, approximately forty (40) acres of which is currently unused by City, as generally depicted on Exhibit A ("Premises");

**WHEREAS**, Landlord intends to develop or dispose of the Premises at an undetermined time in the future, as dictated by Landlord's infrastructure expansion needs and by Landlord's real property requirements ("Development Activity"), Tenant is aware of the possible Development Activity, and desires to lease the Premises to plant, tend, and harvest an agricultural crop; and

**WHEREAS**, pursuant to Idaho Code section 50-1401, the City Council of the City of Meridian finds that the lease of the Premises to Tenant for crop farming serves the public interest as the most efficient method of controlling weeds, pests, and dust, and that the Premises are not otherwise needed for City purposes;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, and in consideration of the recitals above, which are incorporated herein, Tenant and Landlord agree as follows:

1. **LEASE; USE OF LEASE PREMISES.** Landlord does hereby lease to the Tenant the approximate **40 acres** as shown on Exhibit A for the sole purpose of planting, tending, and harvesting a crop or crops.
2. **TERM.** Tenant shall Lease said Premises for a one-year period, from January 1, 2026 through December 31, 2026 ("Term"), unless otherwise terminated as provided herein.
3. **RENT.** Tenant does hereby covenant, promise and agree to pay to the said Landlord as rent in the manner and at the time herein specified, at the rate of **\$150.00** per acre for a total sum of **\$6,000.00** ("Rent") payable on December 15, 2026. Rent shall be paid to Landlord at The City of Meridian, 33 East Broadway Ave, Meridian, ID 83642.
4. **ACCESS ROAD.** Landlord is authorized, but not required, to relocate the existing access road from N. Ten Mile Road, which is depicted on Exhibit A. Landlord and Tenant hereby agree to amend this Lease, including Exhibit A, if necessary to reflect the relocation of the access road.
5. **TAXES AND EXPENSES.** Landlord shall pay when due all real property taxes and all irrigation district assessments. Tenant shall pay all personal property taxes levied and assessed against the Tenant's fixtures, equipment and other property on the Premises. Tenant agrees to perform all labor and pay all expenses connected with the farming of said Premises, including all operation costs, repairs, and electric utility expenses.
6. **CARE OF PREMISES.** Tenant agrees that he will maintain the Premises in good order and condition and in a manner that will best conserve the integrity and long-term beneficial use

of the Premises. Tenant further agrees, for the Lease Term:

6.1 To control all weeds (noxious weeds included) growing on the Premises including but not limited to those growing in, along and around cultivated fields, roadways, ditches, drains, and fences. Tenant shall also be responsible for the eradication and control of any rodents on the Premises. If Tenant defaults hereunder, Landlord shall have the right after three days' written notice served on the Tenant to control such weeds and/or rodents, and the cost thereof shall be borne by the Tenant as additional Rent.

6.2 To clean out and keep in good repair, at Tenant's expense, all ditches and drains on said Premises used for irrigation purposes.

7. **IMPROVEMENTS.** Tenant shall not make or permit to be made alterations on or to Premises without first obtaining Landlord's written consent. Any additions to, or alterations of, Premises shall become at once a part of the real property and shall belong to Landlord. Tenant shall not commit, permit nor suffer any damage to or waste upon the Premises.

8. **EQUIPMENT.** Tenant's farming and irrigation equipment necessary for conducting Tenant's use of the Premises pursuant to this Lease may be stored at the Premises for the term of this Lease so long as such storage complies with all applicable laws, regulations, and policies. Tenant shall be solely responsible for any personal property and equipment stored or used by Tenant upon the Premises.

9. **ACCEPTANCE.** Tenant acknowledges that Tenant has inspected the Premises and accepts the Premises as being in good and satisfactory order, condition, and repair. It is understood and agreed that Landlord makes no warranty or promise as to the condition, safety, usefulness or habitability of the Premises, and Tenant accepts the Premises "as is."

10. **RIGHT OF ENTRY.** Upon five (5) days' notice, Landlord and Landlord's employees, agents and contractors, shall be entitled to enter the Premises to conduct surveys, studies, testing, demolish Landlord's improvements, or for any other action related to Landlord's Development Activities. Tenant agrees to cooperate with Landlord in any such action, including the moving of its farm equipment.

11. **SURRENDER OF POSSESSION.** At the termination of the Lease Term, Tenant shall quit and surrender possession of the Premises to Landlord, removing all personal belongings and leaving the Premises in as good a state and condition as reasonable use and wear thereof will permit. Tenant will leave the irrigation systems (including any pump and controls) in an operating condition on the Premises. Given Landlord's potential Development Activity, Tenant shall not prepare or improve any portion of the Premises in anticipation of leasing the Premises for another term.

12. **CHEMICALS; HAZARDOUS SUBSTANCES.** Tenant shall not use, store, or dispose of any hazardous or toxic substances as defined by applicable Federal or State laws and regulations upon Premises without prior written notice to Landlord. Said notice shall identify the substance to be used, the area in which the substance is to be used, the manner in which the substance is to be stored and applied, and plans to dispose of any excess. Landlord shall have the option of refusing to consent to such use or storage of toxic substances. All hazardous or toxic materials shall be used strictly in accordance with all applicable laws and rules. Tenant shall indemnify and hold Landlord harmless from any claim, liability, loss, cost or expense, including but without limitation, attorney's fees, resulting from hazardous or toxic substances placed or used

on the Premises by Tenant.

**13. INSURANCE.** Tenant shall indemnify, defend, protect, and save Landlord from all actions or claims for personal injuries or property damage sustained upon the Premises. Tenant agrees to secure and keep, in full force and effect from and after the date Landlord first allows Tenant on the Premises, broad form general liability insurance insuring for death, bodily injury and property damage in the combined single limit amount of at least one million dollars (\$1,000,000). The policy shall name Tenant as insured and shall further name the City of Meridian as an additional insured. A copy of the policy or Certificate of Insurance shall be delivered to Landlord, at 33 E. Broadway Avenue, Meridian, ID 83642. Tenant shall also secure and keep in force workers' compensation or similar insurance to the extent required by law. The limits of insurance shall not be deemed a limitation of Tenant's covenants to indemnify and save and hold harmless Landlord; and if Tenant becomes liable for an amount in excess of the insurance limits herein provided, Tenant covenants and agrees to indemnify and save and hold harmless Landlord from and for all such losses, claims, actions, or judgments for damages or liability to persons or property.

**14. NOTICES.** Whenever any notice, approval, consent, request or election is given or made pursuant to this Lease, it shall be deemed delivered when it is in writing and either personally delivered or two (2) business days after deposit in the United States mail, postage prepaid and addressed to the party at the address set forth below. The following addresses shall be used for notice under this section unless Landlord or Tenant provides notice under this section of an alternate address:

**Tenant:** Louie Asumendi, 17727 11<sup>th</sup> Ave. North, Nampa, Idaho 83687

**Landlord:** City of Meridian, Public Works Dept., 33 E. Broadway Ave., Meridian, Idaho 83642

**15. LIENS.** Tenant agrees not to cause or permit any liens to be placed on the Premises during the Lease term. Any liens on the Premises caused by Tenant shall be considered a breach of this Lease and shall be removed immediately at Tenant's sole cost and expense.

**16. ASSIGNMENT, SUBLEASE, SUCCESSION.** Tenant shall not assign, lease or sublease any portion of said Premises; or permit any other person or persons to occupy or improve the same, or make or suffer to be made any alterations thereon. This Lease shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties.

**17. BREACH; CURE; TERMINATION.** If Tenant is in breach or default of any of the terms, covenants or conditions of this Lease and Tenant fails or refuses to cure such breach or default within fifteen (15) days' written notice thereof, this Lease, and all rights of Tenant in and to Premises, at Landlord's option, may be deemed terminated and forfeited without further notice or demand. In the event of termination of this Agreement, Tenant shall forfeit any right to harvest crops planted and any right to the proceeds thereof. Tenant shall be liable for any damages and any costs, including legal expenses and attorneys' fees, incurred by Landlord in recovering the Premises hereunder.

**18. TRANSFER OF PROPERTY.** If Landlord should sell or otherwise transfer title to Premises, this Lease shall be voidable upon transfer of title, at the buyer's or transferee's option. As practicable under the circumstances, Landlord shall provide written notice to Tenant of Landlord's intent to transfer title.

**19. LEGAL FEES AND COSTS; VENUE.** In the event suit or action is filed by either

party against the other to interpret or enforce this Lease, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including attorneys' fees incurred therein, including the same with respect to an appeal. The Parties agree that the laws of Idaho shall govern the interpretation of this Agreement and that venue shall be in Ada County, Idaho.

**20. STATE OF IDAHO REQUIREMENTS.** Tenant certifies compliance with Idaho Code sections 18-8703, 67-2346, 67-2347A, and 67-2359, and the definitions included therein, and certifies Tenant is not engaged in any of the activities prohibited by those sections. Landlord may immediately terminate the Agreement at its convenience upon receipt of information Tenant is in violation of the terms of this section.

**21. SEVERABILITY.** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**22. ENTIRE AGREEMENT.** This Lease, including the exhibits attached hereto, contains the entire agreement between the parties as of the date of this Lease. This Lease may only be amended by written document signed by both parties.

**23. CITY COUNCIL APPROVAL REQUIRED.** This lease shall not be effective for any purpose whatsoever until it is approved by the resolution of the City Council and executed by the Mayor.

**24. SIGNATURES: COUNTERPARTS.** This Lease, and all ancillary documents executed by the parties in connection herewith, may be executed by electronic signature and/or in multiple counterparts, each of which shall be deemed to be an original but all of which, together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the undersigned have caused this Agreement to be executed the day and year first written above.

**TENANT:**



Louie Asumendi

**LANDLORD:**

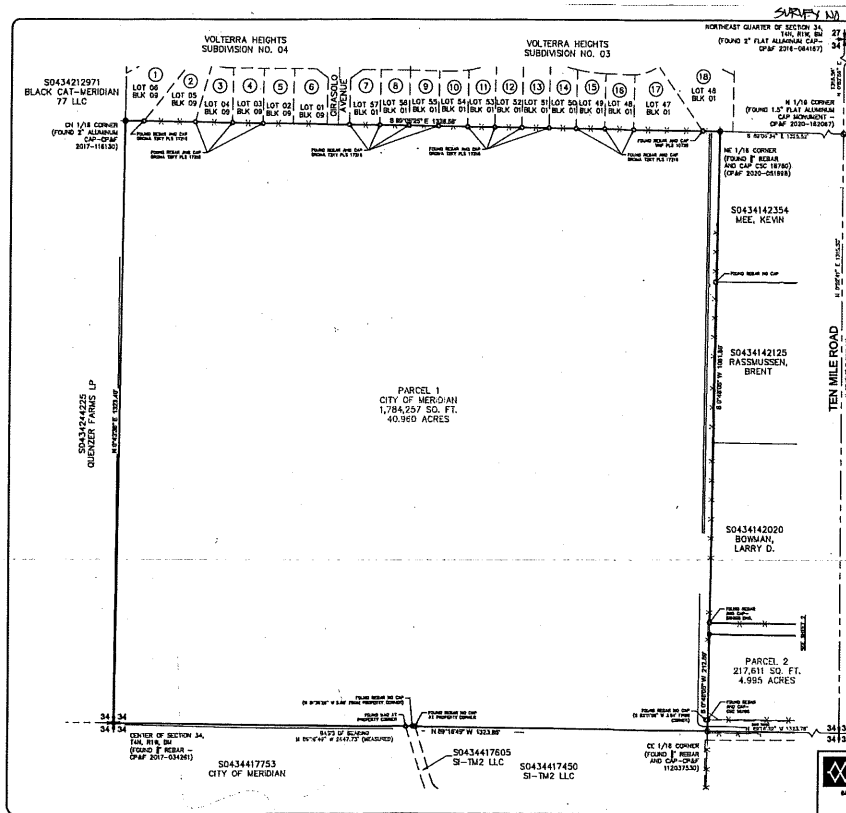
**BY:**

Robert E. Simison, Mayor

**Attest:**

Chris Johnson, City Clerk

**Lease Premises:**



**Access Road:**

