

LEASE

THIS LEASE, made on this First day of November, 2014 by and between the **City of Kansas City, Missouri**, party of the first part, hereinafter called the Lessor or City, and **Kansas City Community Gardens, Inc.** a Missouri non-profit corporation, hereinafter referred to as "**KCCG**", party of the second part, hereinafter called Lessee,

WITNESSETH: That said Lessor hereby grants to said Lessee, a Lease to occupy and use, subject to terms and conditions hereinafter stated, the following described premises, AKA 8100 Ozark RD. in Kansas City, Jackson County, Missouri, herein called Premises.

See attached Exhibit A for Legal Description.

IT IS AGREED AS FOLLOWS

1. **TERM.** The term of this Agreement shall be for a period of one (1) year with four (4) one (1) year options to renew beginning **November 1st, 2014 and ending October 31st, 2015**, subject to the provisions of this Lease Agreement.
2. **RENT.** Shall be One Hundred Twenty dollars and 00/100 (**\$120.00**) **for the entire term** or Ten Dollars and 00/100 (**\$10.00**) **per month** payable in advance at the following listed address or at such other place as Lessor shall designate in writing. Check made payable to "City Treasurer."

General Services – Real Estate Services
Property Leasing Manager
City Hall – 17th Floor
414 East 12th Street
Kansas City, Missouri 64106
3. **USE OF PREMISES.** The premises shall be used for the purpose of a Community Garden and related activities (storage of tools/mulch, ECT.) and no other use unless specifically authorized by the Lessor through its Director of General Services Department. In the event such use does not conform to its Statement of Purpose, the Lessor shall have the right to immediately terminate this Lease. Lessee must remain a Corporation in Good Standing with the Missouri Secretary of State throughout the duration of the Lease. All such use shall conform to applicable City ordinances and State and Federal laws.
4. **ACCEPTANCE, MAINTENANCE AND REPAIR.** Lessee has inspected and knows the condition of the Premises and accepts the same in their present condition (subject to ordinary wear, tear and deterioration in the event the term commences after the date hereof and to the rights of present or former occupant or occupants, if any, to remove reasonable movable

All such plans for alterations must be approved in writing by the City's Director of General Services.

11. SIGNS AND ADVERTISEMENTS. Lessee shall not put upon nor permit to be put upon any part of the Premises, any signs, billboards or advertising whatever, without written consent of Lessor, City's Director of General Services.

12. RECYCLING. It is the established policy of the City to promote environmentally sound business practices. The Lessee agrees, where reasonable and practicable to incorporate similar practices in his operation on the Premises including, but not limited to encourage recycling.

13. AMERICANS WITH DISABILITIES ACT. The Lessee agrees to comply with all provisions, where applicable, of the Americans with Disabilities Act as amended from time to time during the course of this lease.

14. INSURANCE. Lessee shall carry a public liability insurance policy on the premises and shall name Lessor as the additional insured. The limits of this liability insurance policy shall be no less than single limit coverage of \$1,000,000.00 in order to cover Lessor and Lessee by reason of Lessee's operation and use of the Premises. Lessee shall furnish a Certificate of Insurance to Lessor prior to commencement of the Lease Agreement.

At all times during the term of this Lease Agreement, Lessee shall obtain, pay all premiums for and furnish certificates to the Lessor for insurance as specified herein. **Delivery of such certificates to Lessor shall be a condition precedent to Lessee's right to go upon the Premises.**

All such insurance contracts shall name the Lessor and Lessee as their interests appear and shall inure to the benefit of Lessee and Lessor and their officers, agents, elected officials, representatives or employees. Such insurance contracts shall be with companies acceptable to the Lessor and they shall require ten (10) days prior written notice to both parties hereto of any reduction in coverage or cancellation.

(a) Public Liability Insurance protecting the parties hereto from liability incurred by the parties hereto in the use of the building(s) or the performance of the terms of this Lease when such liability is imposed on account of injury to or death of a person or persons, such policy to provide limits on account of any accident resulting in injury or death of not less than \$1,000,000.00.

15. DAMAGE BY CASUALTY. In case, during the term created or previous thereto, the Premises hereby let, shall be destroyed or shall be so damaged by fire or other casualty, as to become untenable, then in such event, at the option of the Lessor, the term hereby created shall cease, and this lease shall become null and void from the date of such damage or destruction and the Lessee shall immediately surrender said Premises and all interests therein to Lessor, and Lessee shall pay rent within said term only to the time of such surrender; provided,

property resulting from fire, explosion, water, steam, gas, electricity or the elements, whether or not originating on the premises.

19. EMINENT DOMAIN. If the Premises or any substantial part thereof shall be taken by any competent authority under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the term of this Lease shall cease and terminate upon the date when the possession of said premises or the part thereof so taken shall be required for such use of purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of Lessor's building or the land under it or if the grade of any street or alley adjacent to the building is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the building to conform to the changed grade, either party shall have the right to cancel this lease after having given written notice of cancellation to the other party not less than ninety (90) days prior to the date of cancellation designated in the notice. In either of said events, rent at the then current rate shall be apportioned as of the date of termination. No money or other consideration shall be payable by the Lessor to the Lessee for the right of cancellation. Nothing in this paragraph shall preclude an award being made to Lessee for loss of business or depreciation to the cost or removal of equipment or fixtures.

20. PUBLIC REQUIREMENTS. Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof, and save Lessor harmless from expense or damage resulting from failure to do so.

21. ASSIGNMENT AND SUBLEASE. Lessee shall not assign, transfer, or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Lessor.

(a) Lessee shall provide Lessor with a garden plot map that designates lot numbers and area that will be subleased to potential community gardeners. Said garden shall be located within the Lessee's fenced area only.

(b) Exhibit B: Garden Plot Map

22. RECORDING. Lessee shall not, without the prior written approval of Lessor, record this Lease or cause it to be recorded. In the event that Lessee does cause it to be recorded, Lessor may terminate the Lease, upon thirty days notice, at its sole option.

23. FIXTURES. Upon the termination of this Lease or before, the Lessor will permit the Lessee or its agents to enter the Premises and remove any and all items that have been contributed or consigned to the Lessee. Lessee shall remove any improvement or storage unit placed on the property. Lessee may remove fencing at the City's option, at the end of term.

24. SURRENDER AT END OF TERM. At the expiration of the term hereby created, the Lessor or his agent shall have the right to enter and take possession of the Leased Premises, and

Exhibit A

PROPERTY LEGAL DESCRIPTION

General description of part of the parcel located at 8100 Ozark Rd:

Section 30 Township 49 Range 32 SE $\frac{1}{4}$ NW $\frac{1}{4}$. Beginning at a point of intersection of the centerline of Sycamore Ave and Ozark Rd; thence northwesterly 600' mol to a point on a curve at the intersection of two unnamed private access roads, also being the point of beginning; thence northeasterly along unnamed private access road 550' mol to a point at the start of a curve; thence northerly and easterly along the curve and south edge of unnamed road 250' mol; thence continuing southwesterly along the edge of pavement 70' mol; thence southwesterly along northwest edge of driveway 500' mol to a point on a curve; thence continuing along the curve and edge of pavement westerly 250' mol to point of beginning. (Approximately 2.75 acres)

2014

EASTWOOD HILLS COMMUNITY GARDEN PLOT MAP

8100 OZARK

Lemmons 9	Lemmons 10	Ray 21	Ray 22	J. Rollie 33	J. Rollie 34	J. Rollie 45	Henry 46	Hicks 57	Robinson 58
Rambo 7	Rambo 8	Isaac 19	Jack 20	Tim 31	Tim 32	McPherson 43	George 44	Hicks 55	Robinson 56
Rollie 5	Hammond 6	Wallace 17	Thomas 18	Bai 29	Bai 30	McPherson 41	George 42	Esther 53	Esther 54
Ross 3	Hammond 4	O'Kelley 15	Thomas 16	Crownover 27	Crownover 28	Withers 39	Withers 40	Shields 51	Shields 52
Ross 1	Burns 2	O'Kelley 13	Theris 14	Paindexter 25	Curtis 26	Lawrence 37	Shields 38	David 49	David 50
		James Johnson 11	Burton 12	Hughes 23	Hughes 24	Grace 35	Grace 36	Flowers 47	Rabier 48

- 1 Otto Ross
- 2 Dale Burris
- 3 Otto Ross
- 4 Made Hammonds
- 5 J. Rollie
- 6 Made Hammonds
- 7 Edward Rambo
- 8 Edward Rambo
- 9 Darlene Lemmons
- 10 Darlene Lemmons
- 11 James Johnson
- 12 E. L. Burton
- 13 Michele O'Kelley
- 14 Robert Theris
- 15 Michele O'Kelley
- 16 Eddie Thomas
- 17 Louise Wallace
- 18 Eddie Thomas
- 19 James Johnson
- 20 James Johnson
- 21 Ray Cartwright
- 22 Ray Cartwright
- 23 Linton Hughes
- 24 Linton Hughes
- 25 Michael Pindexter
- 26 Gloria Curtis
- 27 Edna Crownover
- 28 Edna Crownover
- 29 Margaret Bai

- 30 Margaret Bai
- 31 Timothy Shupley
- 32 Timothy Shupley
- 33 Jerry Rollie
- 34 Jerry Rollie
- 35 Grace Scott-Golden
- 36 Grace Scott-Golden
- 37 Rebecca Lawrence
- 38 Sherry Chipangua
- 39 Brenda Withers
- 40 Brenda Withers
- 41 Harold McPherson
- 42 George Don
- 43 Harold McPherson
- 44 Geraldine Nji
- 45 Tri Rollie
- 46 Rosalie Henry
- 47 Neale Flowers
- 48 John Rabier
- 49 David Lansdown
- 50 David Lansdown
- 51 Martha Shields
- 52 Martha Shields
- 53 Esther Kinyang Bai
- 54 Esther Kinyang Bai
- 55 Elbert Hicks
- 56 Eddie Robinson
- 57 Elbert Hicks
- 58 Eddie Robinson

EASTWOOD HILLS COMMUNITY GARDEN BED MAP

8100 OZARK - 2014

33 Ray	34 Hicks	35 Grace	36 Troup 1428	37 Troup 1428	38 Troup 1428	39 Troup 1428	40 Rogers Jr	41 Horton	42 Ellastone, Jr	43 Batts	44 Meyer
21 Ray	22 Ransom	23 Leazer	24 Grace	25 Rogers Jr	26 Bush	27 Bush	28 Rogers Jr	29 Horton	30 Burns	31 Hitley	32 Hughey
11 Wallace	12 Mooring	13 Lawrence	14 Fabler	15 Dinko	16 Henry	17 Rogers Jr	18 Horton	19 Henry	20 Hitley	21 Hughey	
1 Ross	2 Crouner	3 Rolie	4 Leazer	5 Leazer	6 Esther	7 Theus	8 Burton	9 Goodrich			

Legend	
1	Otto Ross
2	Debie Crouner
3	Tri. Rolie
4	Nancy Leazer
5	Nancy Leazer
6	Esther Kinging-Pa
7	Robert Theus
8	LC Burton
9	Poy Goodrich
10	Louise Wallace
11	Grace Mooring
12	Rebecca Lawrence
13	John Ransom
14	Ed Ransom
15	Roadie Henry
16	Ernest Rogers Jr
17	Gladys Horton
18	Roadie Henry
19	Don Hitley
20	Linton Hinkle
21	Ray
22	Eddie Robinson
23	Leazer
24	Grace Scott-Gadden
25	Nancy Leazer
26	Pam Bush
27	Pam Bush
28	Ernest Rogers, Jr.
29	Gladys Horton
30	Cale Burns
31	Don Hitley
32	Linton Hinkle
33	Ray
34	Elbert Hicks
35	Grace Scott-Gadden
36	Troup 1428
37	"
38	"
39	"
40	Ernest Rogers, Jr.
41	Gladys Horton
42	Marlene Johnson
43	George Batts
44	Phil Meyer