

Flood Buyout Lease Agreement

NOTICE: This lease may be offered to residents of the City of Park Hills. If the applicant resides at a property not adjoining the parcel described below, the applicant must give notice of right of refusal to each of the adjoining property owners thirty (30) days prior to execution of this agreement. The adjoining property owners shall have first right of refusal unless the applicant resides on property adjoining the parcel.

This agreement entered into the _____ day of _____, 20_____, by and between the City of Park Hills, Missouri, hereinafter referred to as "City"

and _____

of _____
(mailing address)

hereinafter referred to as "Lessee", witnesseth as follows:

1. The City does hereby demise and lease unto the Lessee, subject to terms and conditions of this agreement, certain real estate located in the City of Park Hills, County of St. Francois, State of Missouri, commonly known as

_____, Park Hills, Missouri,

and more particularly described as:

(legal description)

2. **Term.** The term of this lease shall be no more than 10 years, from _____, 20____ to _____, 20____, or until terminated earlier as described herein.
3. **Rental.** Lessee agrees to pay as rental for said demise premises, the sum of One Dollar (\$1.00) payable annually in advance.
4. **Indemnification.** The Lessee assumes all risk of loss, damage, or injury by fire or otherwise, to person or property, by reason of the condition of the leased premises, or by reason of the management, control or operation thereof, and releases the City its successors and assigns, from all claims from such loss, damage or injury sustained by the Lessee, or by any agent or employee of the Lessee, or by any other person, whether caused by negligence of the City, its agents or employees, or otherwise; and the Lessee agrees to indemnify the City, its successors and assigns, against all claims for such loss, damage or injury sustained by the Lessee, or by any agent or employee of the Lessee, or by any other person, whether the same be caused by negligence of the City or its officers, agents, employees, or otherwise. Lessee shall immediately provide City and

Lessee _____

Lessee _____

its officers, employees, and agents with written notice of, and indemnify and hold City harmless from all claims, damages, liabilities (including attorneys fees and legal expenses), causes of action, actions, suits, and other legal proceedings (cumulatively "Claims") pertaining to the premises (including, but not limited to those involving hazardous materials). Lessee, upon the request of the City, shall hire legal counsel to defend City from such claims, and pay the attorney's fees, legal expenses and other costs incurred in connection therewith. In the alternative, City shall be entitled to employ its own legal counsel to defend such claims at Lessee's cost. Lessee's obligation to indemnify City under this paragraph shall survive the termination of this lease.

5. **Insurance.** Lessee shall maintain comprehensive general liability insurance with regard to the premises as required by the City. Lessee may obtain insurance on the premises from such companies as are acceptable to City in its sole discretion. The insurance policies shall specifically name the City as co-insured. The insurance policies shall require the insurance company to provide City with written notice at least thirty (30) days before such policies are altered or canceled. In the event Lessee fails to acquire or maintain insurance, City (after providing notice as may be required by law) may in its discretion terminate this lease.
6. **Use and Maintenance of Premises.** Premises shall be used only for open space purposes permitted under the "Stafford Act" (42 U.S.C, Section 5170c). Lessee shall use the premises solely in compliance with applicable law and insurance policies. No use shall be permitted which conflicts with the "Hazard Mitigation Relocation Act of 1993 (Title 44, CFR, Part 77)." Lessee shall take all actions and make any repairs needed to maintain the premises in good condition. There shall not be erected on the premises any structures or other improvements, unless such structures are open on all sides and are functionally related to open space use (ie, gazebo, basketball court or picnic shelter). The premises shall be maintained in compliance with the ordinances of the city (including mowing). Lessee shall not commit or permit any waste to be committed with respect to the premises. Lessee shall not permit soil removal or construction of septic laterals on the premises. Fencing shall not be erected unless constructed according to provisions of the "Stafford Act" and the "Hazard Mitigation Relocation Act with openings allowing flood flow and break-away sections allowing flood debris to pass with flood flow. Fence sections may be permanently attached at the top of the fence, but shall attach to posts and bottom on the downstream side with impermanent fasteners only.
7. **Loss or Damage.** Loss or Damage. The premises shall not be eligible for any future disaster assistance, for any purpose, from any federal agency. Lessee shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "loss or damage") to the property or any portion thereof from any cause whatsoever. In the event of any loss or damage, Lessee shall, at the option of City, repair the affected property to its previous condition.
8. **Assigning/Subletting.** The Lessee will not assign this lease, nor sublet the premises, or any part thereof.

Lessee _____
Lessee _____

9. **Regulations.** The Lessee hereby consents to and agrees to observe any reasonable regulations now in effect or as may be promulgated from time to time. Notice of all current rules and regulations will be given to the Lessee by the City and shall be made part of this lease. The City shall not, however, be responsible to the Lessee for any non-observance of rules, regulations or conditions on the part of other Lessees.
10. **Attorney's Fees.** The Lessee agrees to pay as additional rent all reasonable attorneys fees and expenses incurred as a result of any breach of this lease. If a suit is filed, Lessee agrees to submit to the jurisdiction of the St. Francois County Circuit Court and waives any objection to venue. This agreement shall be interpreted according to the laws of State of Missouri.
11. **Complete Agreement.** It is agreed, except as herein otherwise provided, that no amendment or change or addition to this lease shall be binding upon the City or Lessee unless reduced to writing and signed by the parties hereto. It is hereby agreed that this is the entire agreement of the parties.
12. **Joint and Several Obligations.** If this lease is executed by more than one person or entity of the Lessee, then and in that event all the obligations incurred by the Lessee under this lease shall be joint and several.
13. **Severability.** Unenforceability for any reason of any provision(s) of this lease shall not limit or impair the operation or validity of any other provision(s) of this lease.
14. **Termination of Lease.** City may terminate this lease if the City, for any reason at the City's sole discretion, including if the City council declares the lot necessary to a public purpose and makes notice to the Lessee 90 days prior to the effective date of the termination. Lessee shall remove any improvements prior to termination or expiration of the lease if requested by City. Lessee may terminate this lease by making notice to the City 30 days prior to the effective date of the termination. Any failure on the part of Lessee to comply with any of the terms or conditions of this lease, or any criminal activity, shall, at the election of the City, terminate this lease and all right of Lessee hereunder. Any such election to terminate must be made in writing to be effective.
15. **Notices.** Any notice to be given to either party to the other shall be in writing, either delivered personally, or sent by U.S. Mail, first class postage prepaid, to Lessee at the address indicated on page one of this lease, and to the City at 9 Bennett Street, Park Hills, Missouri, 63601. The City Administrator of the City of Park Hills is authorized by City to accept service of process and to receive all notices and demands from Lessee.
16. **Right to Entry.** The City may enter the property at any time.

Lessee _____
Lessee _____

17. **Parking.** Parking is allowed only for Lessee's currently registered, privately owned personal cars and trucks. The property may be used for the parking or storage of registered motorcycles, motor or mini bikes, campers and cars. Any unauthorized vehicles parked within the property will be towed at the owner's expense. There shall be no parking in the grass areas.

18. **Non-Waiver.** Failure by City to exercise any of its rights under this lease agreement of City's acceptance of rent after default shall not be considered or construed to waive any rights of City or to affect any notice or legal proceeding theretofore given or commenced.

IN WITNESS WHEREOF, the parties have set their hand this day and year first above written.

CITY OF PARK HILLS, City

By: _____
Mayor

Attest: _____
Terri Richardson, City Clerk

LESSEE

By: _____
Lessee

By: _____
Lessee

STATE OF MISSOURI

COUNTY OF ST. FRANCOIS

On this _____ day of _____, 20____ before me personally appeared
_____ and _____

Known to be the person(s) described in and who executed the foregoing instrument, and
acknowledged that they executed the same as their free act.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office, the day and year first above written.

Notary Public _____

My Commission Expires: _____

SEAL

Lessee _____
Lessee _____