

LONG-TERM LEASE

By and Between
Montana Agricultural Experiment Station
and
Richland County

This Long-Term Lease agreement ("Lease") is made and entered into this [REDACTED] day of [REDACTED], [REDACTED], by and between the Montana Agricultural Experiment Station, as Lessor, acting by and through its Director, hereinafter referred to as "MAES" or "Lessor," and Richland County, Montana, acting by and through its County Commission, hereinafter referred to as the "County" or "Lessee."

WITNESSETH:

Whereas, MAES was established and authorized by statute (MCA 20-25-Part 2) to direct, manage and control various research programs (State and Federal USDA) throughout Montana and Agricultural Research Centers, among them being the Eastern Agricultural Research Center (EARC) at Sidney, Montana; and,

Whereas, House Bill #4 of the 60th Montana Legislature, 1st Special Session, authorized the Dept of Administration to construct an office/lab facility at EARC; and,

Whereas, both MAES and the County desire to increase the building footprint of the office/lab facility to include space to house the Richland County Extension offices, a meeting room and ancillary spaces; and,

Whereas, House Joint Resolution #8 of the 61st Montana Legislature, authorized construction of a combined MAES/County Extension facility on land leased to Richland County by MAES, to provide enhanced efficiencies and improved research and education opportunities for eastern Montana and the citizens of Montana;

Now, therefore, in consideration of the premises, other good and valuable considerations, and the full and faithful performance of all the items and conditions set forth herein, MAES and County agree as follows:

1. Leased Premises and Use

- 1.1 MAES hereby leases to the County land located within the EARC and owned by MAES as illustrated and described in Exhibit A (attached hereto and by this reference made a part hereof), hereinafter referred to as the "Leased Premises".
- 1.2 The County agrees to use the Leased Premises for the express purpose of constructing a building addition to house the Richland County Extension Office as set forth herein. It is understood that the addition will include a public meeting room and ancillary spaces to be used for Richland County Extension Office educational and related purposes. Non-governmental use of the leased premises is prohibited unless approved by MAES, which approval shall not be unreasonably withheld.

- 1.3 MAES agrees to furnish to the County during the term of this Lease the right of ingress and egress to and from the Leased Premises, over and across land, common entrances and rights of way that MAES owns or is a party to.
- 1.4 The County shall not suffer any waste to be committed in or about the Leased Premises, shall keep the premises free and clear of any and all refuse and other nuisance, shall strictly adhere to applicable regulations for the use and proper disposal of any chemicals, and shall observe all applicable laws, rules, regulations and ordinances relating to the maintenance, use and occupancy of the Leased Premises.
- 1.5 The Leased Premises are designated as tobacco-free and the county agrees to prohibit the use any tobacco products anywhere in the Leased Premises, including shared-use areas, offices, meeting rooms and ancillary spaces.
- 1.6 County agrees to prohibit its employees and invitees from engaging in any activity that would be disruptive to any of the other lawful building occupants or the research and outreach activities of MAES.
- 1.7 County agrees to keep the Leased Premises in good and sanitary order, condition and repair, in a manner appropriate to the intended use thereof and consistent with MAES's standards of building maintenance and repair. MAES agrees to keep shared-use areas in good and sanitary order, condition and repair.
- 1.8 MAES agrees that the County may post business signage of a type and in locations as approved by MAES.

2. Term of Lease

- 2.1 MAES hereby leases to the County the Leased Premises for a primary term of fifty (50) years, beginning on **(DATE)**, subject to termination and renewal rights thereafter as hereinafter set forth.
- 2.2 This Lease may, at the option of MAES, be renewed for an additional lease period as negotiated for the mutual benefit of the parties. County shall provide written notice of desire to renew to MAES at least six (6) months before this lease would otherwise expire.

3. Construction

- 3.1 The County shall work through the State of Montana, Architecture and Engineering Division (A&E Div) to fund and construct a building in accordance with Title 18, Chapter 2, MCA, to house the Richland County Extension Office. The Richland County Extension Office is expected to be an addition to the new EARC office/lab facility, attached to/connected at a common demising wall.
- 3.2 All construction will be accomplished through contracts administered by the A&E Div and all costs for construction of the Richland County Extension Office Addition shall be paid by the County, including but not necessarily limited to design, project fees,

construction, permits, site work and development, surveying, change orders and claims.

- 3.3 The County agrees that in the development of construction plans, the A&E Div will coordinate the review of these plans with MAES and that the final construction plans must be approved by MAES prior to bidding or construction.
- 3.4 All electric, gas and communications utilities serving the Richland County Extension Office Addition, unless otherwise agreed in writing, shall be served and separately metered by the local utility provider.

4. Rent

- 4.1 In exchange for the Leased Premises, parking spaces and use of the entrance lobby and restrooms, the County shall afford MAES the opportunity to schedule use of the meeting room through the County Extension Office for reasonable and compatible uses. No other rental fees are chargeable or payable during the term of the Lease.

5. Operations & Maintenance

- 5.1 County will be responsible for paying all operations and maintenance costs for the Richland County Extension Office Addition, including but not necessarily limited to heat, lights, power, communications, custodial, refuse, and building maintenance and repairs.
- 5.2 Due to the contiguous nature of the building, both the County and MAES commit to collaborate regarding the maintenance needs, timing and execution of building repairs. Exterior building maintenance and repairs will be coordinated and/or contracted by MAES and the County will be responsible to pay for their share of the costs prorated in accordance with the amount of maintenance activity conducted on the Richland County Extension Office Addition portion of the building.

6. Access to and Use of Non-leased Premises

- 6.1 Patrons and occupants of the Richland County Extension Offices shall have non-exclusive access to and use of the main building entrance lobby and the adjacent public restroom facilities. Any furnishings, fixtures or other appurtenances placed in these shared-use areas shall be at the approval of MAES.
- 6.2 MAES shall designate a reasonable location and number of existing parking spaces to serve the Richland County Extension Offices. However, if the County desires improvements or additions to any existing facilities, e.g., driveways, sidewalks, parking areas, lighting, fencing, etc., the County shall secure approval for such improvements from MAES and all costs for such improvements shall be paid by the County, unless agreed otherwise in writing.
- 6.3 MAES shall designate an area exterior to the building for reasonable building trash storage and disposal.

6.4 The County shall have access to the communications systems on the premises, including but not limited to, distribution closets, chases, raceways, etc., at all reasonable times. Any changes, repairs, modifications or troubleshooting shall be coordinated with MAES prior to any activities.

7. Subletting and Assigning

7.1 The County shall not sublet or assign the Leased Premises or change occupant of the Leased Premises, in whole or in part, without the written consent of MAES. Any such change in occupant or substantive use shall only be for other similar uses that are consistent and compatible with the EARC and the office/lab research environment. MAES consent will not be unreasonably withheld.

8. Building Improvements and Modifications

8.1 Any building improvements or modifications (either exterior or interior) made to the Leased Premises after the completion of initial construction and original occupancy, shall be negotiated with and approved by MAES, and executed at the County's expense.

8.2 County shall not fasten or attach any appurtenances (hangers, seasonal lights, antennas, dishes, measurement instruments, flags, banners, etc.) to the exterior of the building without approval of MAES.

9. Insurance and Liability

9.1 Both MAES and the County shall be responsible for insurance coverage for their respective portions of the building, including property damage, personal injury liability and building content coverage.

10. Termination Rights

10.1 It is understood by both parties that the County intends to commit funds to the A&E Div in order to proceed diligently with design and construction of the Richland County Extension Office Addition immediately upon execution of this Lease. However, in the case that sufficient funding is not available, or other reasons beyond the control of the County prevent the timely commencement of construction within twelve (12) months from the date of execution of this Lease, the parties will, unless otherwise agreed in writing, re-negotiated this Lease or terminate the Lease entirely.

11. Damage or Destruction

11.1 If at any time during the term of this Lease the structures and facilities erected upon the Leased Premises shall be substantially damaged or destroyed by fire or made wholly or partially unfit for use by other casualty, or the structure or facilities are

declared unsafe or unfit for occupancy by an authorized public authority, MAES shall have the option to:

- a. Allow the County to commence and thereafter proceed with reasonable diligence, at the County's sole expense, to restore or rebuild the same as nearly as possible to its value immediately prior to such damage or destruction; or,
- b. Terminate this Lease in accordance with disposal provisions contained herein.

12. Disposal

- 12.1 Any and all improvements, buildings, structures, and facilities constructed under or included in this Lease shall be and remain the property of the County and within one (1) year after termination or expiration of this Lease, MAES shall have the option of effecting disposal of such facilities and improvements as follows:
- a. In accordance with applicable laws and regulations in effect at the time of the disposal, the county shall provide MAES with the right of first refusal to acquire the improvements. The conveyance of the facilities and improvements to MAES would be made without further compensation for the depreciated improvements; or,
 - b. At the County's sole expense and in accordance with applicable laws and regulations in effect at the time of the disposal, dispose of such facilities and improvements by dismantling or demolishing them and removing them from the Leased Premises, including completely removing all hazardous and non-hazardous waste materials; finishing the exterior of the demising wall to match the exterior of the remaining building; and restoring the areas affected by such removal to return them to the same condition as before the County leased the property.

13. Lessor's Right of Inspection

- 13.1 MAES and its agents shall have the right to enter the Leased Premises during the County's business hours for the purpose of examining or inspecting the condition of the Leased Premises and/or to verify compliance with any provision of this Lease. In no event shall MAES or its agents compromise the integrity of any confidential information stored on County leased premises. Violations of this provision may include criminal as well as civil remedies.

14. Default

- 14.1 Any omission of MAES to exercise any right upon the default of the County shall not preclude MAES from exercise of such right upon any subsequent default of the County.
- 14.2 Abandonment for more than 90 calendar days or surrender of the Leased Premises or failure by the County to perform as required any condition or provision of this Lease shall constitute default (default includes breach). In the case of default, MAES shall notify the County of the default, detailing the event of the alleged default and the required method and time frame for remedy.

14.3 If any default by the County shall continue uncured, following notice of default as required under the applicable provision of this Lease, MAES may terminate this Lease by giving County notice of termination upon which the county's rights in the Leased Premises shall terminate.

15. Waiver

15.1 No waiver by any party of any provision of this Lease shall be deemed to be a continuing waiver of that provision, or any other provision hereof, or of any subsequent breach by the other party of the same or any other provision, or a consent or approval for any subsequent act, whether or not similar to the prior act consented to or approved.

16. Severability

16.1 Should any provision or portion of such provision of this Lease be held invalid, the remainder of this Lease and/or the remainder of such provision shall not be affected thereby.

17. Time of Essence

17.1 Time is of the essence with respect to payment for all costs to be shared hereunder and to the performance of every provision of this Lease.

18. Venue

18.1 This Agreement shall be construed in accordance with the laws of the State of Montana, and in the event of litigation between the parties hereto concerning the terms and conditions of this Agreement, it is agreed that venue shall be the 18th Judicial District of the State of Montana, in and for Gallatin County.

19. Successors and Assigns

19.1 The covenants, terms and provisions of this Lease and the conditions herein shall inure to the benefit of the parties hereto and bind MAES and the County and their respective heirs, administrators, successors and assigns.

20. Notification

20.1 All notices or official communications which may be required under this Lease, given by either party to the other, shall be made in writing and addressed to such party's address, unless otherwise provided herein, as follows:

- a. Notice to MAES: Director, Montana Agricultural Experiment Station
Montana State University
PO Box 172860
Bozeman, Montana 59717-2860

