

BID # 20

CASH LEASE OF FARMLAND  
LAMAR, MISSOURI

JUNE 2020

CITY OF LAMAR  
1104 BROADWAY  
LAMAR, MISSOURI 64759  
(417) 682-5554

## INFORMATION FOR BIDDERS

Bids will be received by the City of Lamar, Missouri (herein called the "Owner"), at City Hall, 1104 Broadway, on JULY 15, 2020, at 10:00 a.m. and then at said office publicly opened and read aloud. Any bid received after the time and date specified shall not be considered

Each bid must be submitted in a sealed envelope, addressed to City of Lamar, Att: City Clerk, 1104 Broadway, Lamar MO. 64759. Each sealed envelope containing a Bid must be plainly marked on the outside as BID # 20 - FARM GROUND LEASE. The envelope should bear on the outside the name of the Bidder, his/her address, and the name of the project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner.

### Land description:

All of the Southeast Quarter of Section Nineteen (19), Township Thirty-Two (32), Range Thirty (30), lying East of the right-of-way of the Missouri Pacific Railroad, EXCEPT a tract described as commencing at a point 160 feet East of where the East line of the right-of-way of Missouri Pacific Railroad crosses the North line of public highway along the South side of said Southeast Quarter, running thence North 160 feet, thence West 160 feet, thence South 160 feet, thence East 160 feet to the place of beginning; ALSO, EXCEPT a tract described as commencing at the Southeast corner of said Section 19, thence North 40 rods, thence West 65 rods 8 feet and 9 inches, thence South 40 rods, thence East 65 rods 8 feet and 9 inches, to the place of beginning; ALSO, EXCEPT road right-of-way along the South side of said Southeast Quarter; AND ALSO EXCEPT a tract of land commencing 65 rods 8 feet 9 inches (1,081.25 feet) West of the Southeast Corner of Section 19, Township 32, Range 30, in the City of Lamar, Missouri, and running thence West 268 feet, thence North 40 rods (660 feet), thence East 268 feet, thence South 40 rods (660 feet) to the place of beginning, SUBJECT to an easement 30 feet wide along the entire West side thereof which is retained by the first parties named in a certain Warranty Deed dated May 4, 1988, and filed for record in the office of the Recorder of Deeds of Barton County, Missouri, in Book 374 at pages 405-406; located in Barton County, Missouri, less 14.8 acres designated to be developed for housing lots. Total acreage for rent is approximately 89.3 acres.

This lease will be for a term of five (5) years, from Dec 1, 2020, or after previous tenants' crop is harvested and ending November 30, 2025. The land is to be used or agricultural purpose only with no option of subletting.

Award will be made to the highest responsive, responsible bidder. Any and all bids may be rejected.

**BID # 20 – CASH LEASE OF FARMLAND**

BID SHEET

\_\_\_\_\_ bid per year \$ \_\_\_\_\_  
Printed name of bidder Amount of bid

\_\_\_\_\_  
Signature

## ***BID # 20 - Cash Lease of Farmland Agreement***

This lease agreement is made and executed on \_\_\_\_\_, 2020, by and between the City of Lamar, Missouri, a Missouri Municipal Corporation, whose address is 1104 Broadway, Lamar, Barton County, Missouri 64759, referred to as **Landowner**, and \_\_\_\_\_, whose address is \_\_\_\_\_ and phone number of \_\_\_\_\_ referred to as **Lessee** for the lease of certain parcels of land for agricultural purpose and for no other reason.

Whereas both parties share a mutual interest in the health and productivity of the agricultural lands described below, and whereas a multi-year lease agreement provides security for the lessee, enabling natural resource stewardship of the land, and whereas the landowner also benefits from such an agreement, and the land is maintained in production and protected from conversion of non-farm uses, the parties agree as follows:

1. The parcel(s) contained in this agreement are/is described as follows:

All of the Southeast Quarter of Section Nineteen (19), Township Thirty-Two (32), Range Thirty (30), lying East of the right-of-way of the Missouri Pacific Railroad, EXCEPT a tract described as commencing at a point 160 feet East of where the East line of the right-of-way of Missouri Pacific Railroad crosses the North line of public highway along the South side of said Southeast Quarter, running thence North 160 feet, thence West 160 feet, thence South 160 feet, thence East 160 feet to the place of beginning; ALSO, EXCEPT a tract described as commencing at the Southeast corner of said Section 19, thence North 40 rods, thence West 65 rods 8 feet and 9 inches, thence South 40 rods, thence East 65 rods 8 feet and 9 inches, to the place of beginning; ALSO, EXCEPT road right-of-way along the South side of said Southeast Quarter; AND ALSO EXCEPT a tract of land commencing 65 rods 8 feet 9 inches (1,081.25 feet) West of the Southeast Corner of Section 19, Township 32, Range 30, in the City of Lamar, Missouri, and running thence West 268 feet, thence North 40 rods (660 feet), thence East 268 feet, thence South 40 rods (660 feet) to the place of beginning, SUBJECT to an easement 30 feet wide along the entire West side thereof which is retained by the first parties named in a certain Warranty Deed dated May 4, 1988, and filed for record in the office of the Recorder of Deeds of Barton County, Missouri, in Book 374 at pages 405-406; located in Barton County, Missouri, less 14.8 acres designated to be developed for housing lots. Total acreage for rent is approximately 89.3 acres.

2. The term of this lease shall be from December 1, 2020 to November 30, 2025 except as terminated earlier according to the provisions below. This agreement is non-transferable, subletting said property is not permitted.
3. The Lessee agrees to pay a lease fee to the landowner of \$ \_\_\_\_\_ per year. The lessee agrees to pay such sum at the beginning of the lease term and on

the anniversary of this date unless otherwise mutually agreed. A late penalty of up to 10% per month may be assessed on all late payment.

4. The landowner reserves the right to enter the property at any reasonable time for purposes (a) of consultation with the lease: (b) of making repairs, improvements, and inspections: (c) of developing of mineral resources: and (d) after notice of termination of the lease is given, of plowing, seeding, fertilizing, and such customary seasonal work, none of which is to interfere with the lease in carrying out regular farm operation. This right is also reserved to the landlord's agents, employees, and assigns. The Landlord reserves the right to sell or otherwise transfer title of all or any portion of this property at any time during the lease period. The lessee would be allowed adequate time to harvest the current crop. Any portions of the property transferred would be removed from the lease agreement. The lease agreement would be updated to reflect the acres removed. In the event that the entire property is sold, the lease agreement would be void after the current crop is removed in a timely manner.
5. If the landlord should sell or otherwise transfer title of the property, such sale or transfer will be subject to the provisions of this lease.
6. The terms of this lease shall be binding upon the executors, administrators, and successors of both landlord and lease in like manner as upon the original parties. However, in the event the lease is for more than one year, the heirs or successors of the lease shall have the option to give written notice of termination effective at the end of the lease year in which death occurs.

In witness whereof, each party to this lease agreement has caused it to be

Executed at Lamar, Missouri, on the date indicated below.

City of Lamar, Missouri, a Missouri  
Municipal Corporation, Lessor

Date: \_\_\_\_\_

By \_\_\_\_\_  
Russ Worsley, City Administrator

Attest:

\_\_\_\_\_  
Bev Baker, City Clerk

By \_\_\_\_\_  
Lessee, \_\_\_\_\_

# Hold Harmless Agreement

To the fullest extent permitted by law, \_\_\_\_\_ agrees to indemnify, defend and hold harmless the CITY OF LAMAR, its officers, agents and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of \_\_\_\_\_ directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of CITY OF LAMAR or any of its agents or employees.

Event name: \_\_\_\_\_ Event Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_