

INVITATION TO BID

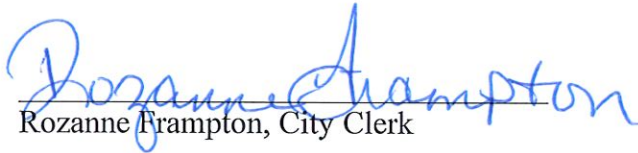
The City of Chillicothe, Missouri is accepting bids for a one (1) year cash farming contract on approximately 23 acres, more or less, located on the 35 acre tract of land south of Highway 36.

Interested parties should send sealed bids marked "Farm Ground" to the City of Chillicothe, 715 Washington St., Chillicothe, MO 64601 by 11:00 am on March 24, 2022.

A copy of the map detailing the farm ground and a copy of the proposed lease agreement showing the farming restrictions and crop restrictions may be viewed at the City Clerk's Office during normal business hours. For additional information contact Roze Frampton, City Clerk at 660-646-1877.

Acceptance and rejection of bids: The City Council reserves the right to accept the bid which in its judgement is the highest and best bid and to reject any or all bids and to waive any informalities, omissions, oversights, or irregularities.

CITY OF CHILLICOTHE, MISSOURI


Rozanne Frampton, City Clerk

CITY OF CHILLICOTHE, MISSOURI

BID QUOTATION FOR CASH FARMING 2022

SOUTH OF HWY 36, APPROX 23 ACRES

Firm Submitting Bid: _____

Phone: _____

\$ _____ /acre Total \$ _____

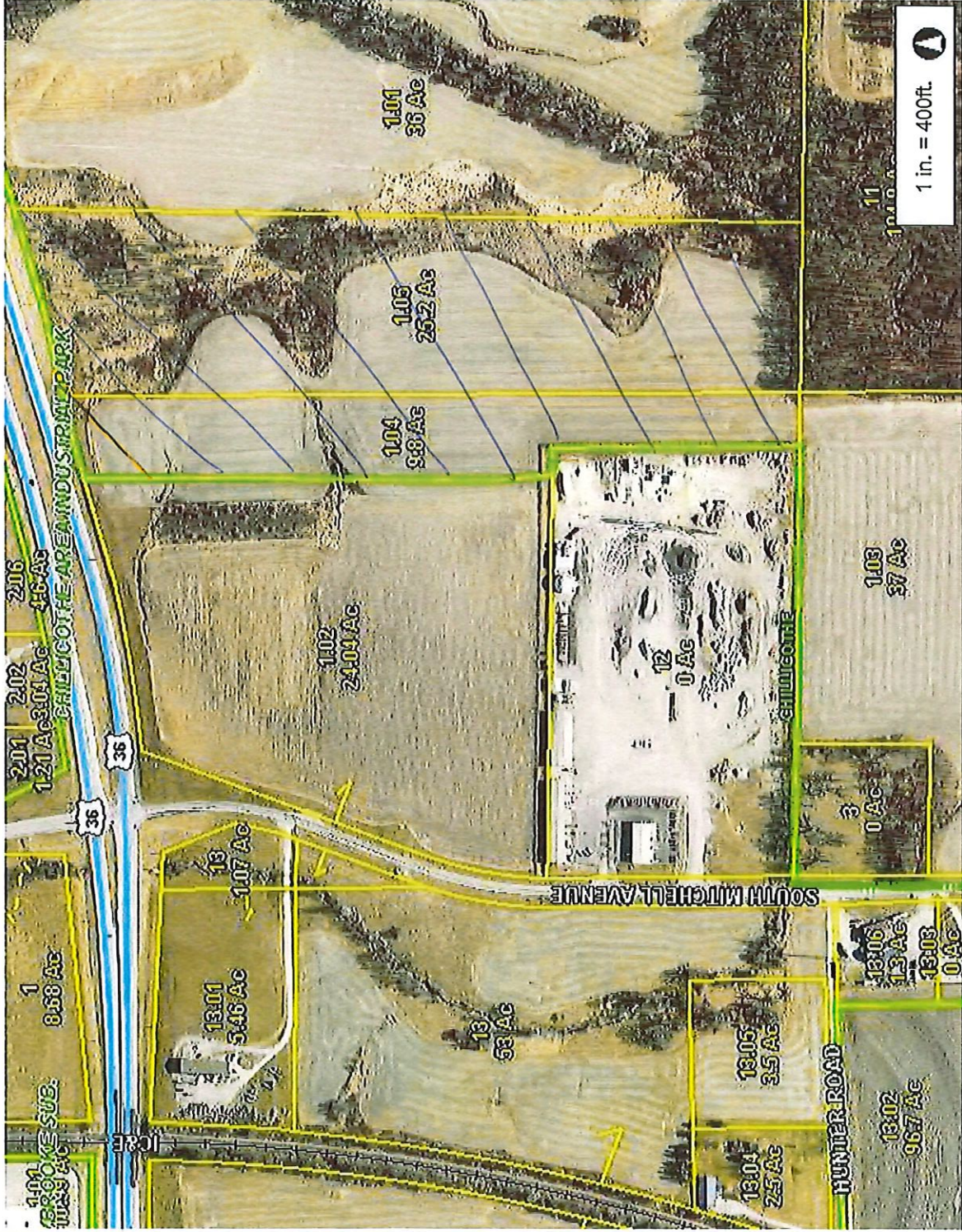
_____ date: _____
Signature (Bidder)

Deadline: March 24, 2022 @ 11:00 am

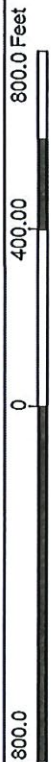
**Submit Sealed Bid to: Chillicothe City Clerk
 715 Washington Street
 Chillicothe, MO 64601**

Phone: 660-646-1877 email: cityclerk@chillicothecit.org

Chillicothe, MO



1 in. = 400ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend	
Road	<all other values>
RAILROAD	STATE HIGHWAY
US HIGHWAY	Parcel
Railroad	Parcel Number/Acres
Parcel	Corporate Limit Line
Parcel Number/Acres	Land Hook
Corporate Limit Line	DASHED LAND HOOK
Land Hook	SOLID LAND HOOK
DASHED LAND HOOK	Subdivision
SOLID LAND HOOK	County Boundary
Subdivision	
County Boundary	

Notes

CASH RENT FARM LEASE

THIS CASH RENT FARM LEASE is made on _____, 2022 between the City of Chillicothe, Missouri, of 715 Washington Street, Chillicothe, Missouri, 64601, referred to as "Lessor" and _____, referred to as "Lessee".

1. **TERM.** The term of this lease shall commence on the date it is signed by all parties and shall terminate on December 31, 2022 unless earlier terminated under this Lease, without the requirement of notice by either party.

2. **RENT.** Lessee agrees to pay to Lessor as Rent \$ _____. The Cash rent shall be paid by the Lessee as follows: one-half on signing of the Lease and the balance on or before November 1, 2022. The Lessee is to receive all governmental farm payments (except Conservation Reserve Program payments "CRP") for farming activities on the Premises during the Lease Term. Lessee will pay the Rent without deduction activities on the Premises during the Lease Term. Lessee will pay the Rent without deduction, default or delay. Failure to pay the cash rent on signing of the Lease terminates this Lease.

3. **DESCRIPTION AND USE OF THE PREMISES.** Lessor leases to the Lessee for the sole purpose of planting row crops and for no other purpose, approximately 24 tillable acres, which are a part of the real estate located in Livingston County, Missouri, described as follows:

A 15.00 acre tract in the NW ¼ of Section 7, T57N-R23W, Livingston County, Missouri. The tract lies south of Missouri State Highway Route 36 and is more particularly described as follows: Commencing at an iron rebar with cap marking the NE corner of Section 12, T57N-R24W of the fifth principal meridian; Thence South 0 degrees 27 minutes 58 seconds east, along the range line, 1851.78 feet to a point that is 710 feet from the west ¼ of Section 7, T57N-R23W; Thence South 89 degrees 04 minutes 42 seconds east, 1100.00 feet to the TRUE POINT OF BEGINNING; Thence North 0 degrees 26 minutes 19 seconds west, 1247.17 feet to a point on the south right of way line of State Highway 36; Thence following said right of way line North 73 degrees 28 minutes 38 seconds east, 133.60 feet; Thence North 78 degrees 08 minutes 55 seconds east, 237.32 feet; Thence South 0 degrees 26 minutes 19 seconds east, 2049.09 feet; Thence North 89 degrees 23 minutes 48 seconds west, 111.25 feet; Thence North 89 degrees 04 minutes 50 seconds west, 149.49 feet to the SE corner of land owned by the Missouri Department of Transportation; Thence North 0 degrees 27 minutes 58 seconds west, 710.00 feet to the NE corner of MODOT; Thence North 89 degrees 04 minutes 52 seconds west, 100.00 feet to the point of beginning. The bearings are referenced from State Plane Grid North determined by GPS observation of satellites. This tract is subject to a sewer line easement across the southern part and to a power line easement along the north side.

A 20.00 acre tract in the NW ¼ of Section 7, T57N, R23W, Livingston County, Missouri. The tract lies south of State Highway 36 and is more particularly described as follows: Commencing at an iron rebar with cap marking the NE corner of Section 12, T57N, R24 W of the fifth principal meridian; thence South 0 degrees 27 minutes 58 seconds east, along the range line, 2561.78 feet to the West ¼ corner of Section 7, T57N, R23W; thence South 89 degrees 04 minutes 50 seconds east, 1349.49 feet; thence South 89 degrees 23 minutes 48 seconds east, 111.25 feet to the SE corner of a 15 acre tract, the TRUE POINT OF BEGINNING; thence N 0 degrees 26 minutes 19 seconds west, 2049.08 feet to a point on the south right of way line of State Highway 36; thence following said right of way line, North 78 degrees 08 minutes 27 seconds east, 69.56 feet; thence North 73 degrees 28 minutes 40 seconds east, 425.65 feet; thence South 2 degrees 53 minutes 04 seconds west, 2190.83 feet to a point that is 878.12 feet west of the center of said Section 7; thence North 89 degrees 23 minutes 48 seconds west, 350.24 feet to the point of beginning.

The above legal description is also known and described as: TRACT 2 of a Minor Subdivision within the City of Chillicothe, Livingston County, Missouri, recorded February 28, 2003 in Plat Book 3, Page 81.

4. **OPERATIONS AND GOOD FARMING AND HUSBANDRY PRACTICES.** Lessee shall operate and use the Premises for the sole purpose of conducting a first class agricultural row crop operation under the terms and conditions of this Lease, including maintaining all tubes and drainage ditches, and do all of the following:
- a. Lessee shall perform all work required and essential in a good and workmanlike manner such as it will be conducted to the very best results to be had and to be had and shall use and furnish at its sole expense all equipment, tools, seed, fertilizer, and labor required in said farming operation.
 - b. Lessee will take representative soil tests of the tillable acres prior to the commencement of its farming operation and after harvest. Lessee will apply sufficient fertilizer to replace soil nutrients used by its crops. Lessee, on request, will provide to the Lessor copies of the invoices for chemicals and fertilizer applied to the property and copies of any soil tests.
 - c. Lessee shall be solely responsible for any loss or damage to crops due to levee breakage, flooding or weather conditions.
 - d. Lessee will comply with any applicable laws, rules, and regulations of local, State and Federal governments or agencies, and will report any crop yields or other information required by federal agricultural programs.
 - e. The Lessee shall not keep, store, discharge, spill or release onto, in, or under the Premises any Hazardous Substances (including petroleum products and derivatives) except as are used in the ordinary course of farming the Premises and shall be in compliance with all the local, state, and federal laws, rules, and regulations governing the use, storage, release, discharge, presence, clean-up and handling of Hazardous Substances (“Environmental Laws”) and shall notify Lessor within five (5) business days after Lessee becomes aware of the existence of any alleged or actual violation of any Environmental Laws with respect to the Premises. Lessee shall remove any such

Hazardous Substance and/or cure any such violations, as applicable, as required by law, promptly after Lessee becomes aware of same, at Lessee's sole expense. If, at any time and from time to time while this Lease is in effect, Lessor has reasonable cause to believe that Lessee has violated, or permitted any violations, under this paragraph, the Lessee shall provide, at Lessee's sole expense, an inspection or audit of the Premises prepared by a licensed hydrogeologist or licensed environmental engineer approved by Lessor indicating the presence or absence of Hazardous Substances on, or violation of Environmental Laws at the Premises. If Lessee fails to provide such inspection or audit within thirty (30) days after such request, Lessor may order same and Lessee hereby grants to Lessor and its employees and agent's access to the Premises to undertake such inspection or audit. The cost of such inspection or audit shall be immediately due and payable. Lessee agrees to indemnify and hold Lessor harmless from any liability, demand, action, claim, loss, cost, penalty, fine, clean-up expense or other expense, including attorney's fees, arising out of a breach of this agreement.

The term "Hazardous Substances" shall mean such substance in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Resource conservation and Recovery Act of 1976, as amended, the Solid Waste Disposal Act Amendments of 1980, the Hazardous Solid Waste Amendments of 1984, or any other applicable Environmental Law.

- f. The obligations and liabilities of Lessee under this paragraph shall survive any termination of this Lease and the exercise by Lessor or any of its rights or remedies hereunder.

5. **EARLY EXPIRATION OF LEASE; DAMAGES FOR HOLDOVER.**

The Lease will terminate on the stated termination date except that the Lease will terminate before the stated termination date as soon as the crops are harvested and removed in order that the Lessor or its assigns may enter and prepare the soil for future planting.

On the termination, the Lessee will deliver possession of the Premises to the Lessor. Lessee shall not do any fall plowing or planting without prior written consent of the Lessor. All such planting or plowing done without the prior written consent of the Lessor shall be at the Lessee's sole risk and the Lessor shall have no obligation whatsoever to pay the Lessee anything therefore. Lessee shall not be entitled to harvest any crops after the stated termination except as set forth in Paragraph 10 below.

At the termination of the Lease for any reason, Lessee will peacefully surrender possession to Lessor and will pay \$500.00 per day for each and every day Lessee withholds possession from Lessor. Any equipment or other property of the Lessee remaining on the Premises after termination is deemed abandoned ten (10) days after the mailing of notice of default to Lessee.

6. **INDEMNITY AND HOLD HARMLESS AGREEMENT, INSURANCE.** Lessee agrees to indemnify and hold the Lessor harmless for any and all costs, expenses (including attorney fees and court costs), and liability for all claims for personal injury, death and property damage to Lessee, Lessee's agents and employees, and all third parties arising out of or

caused by Lessee's use and occupancy of the Premises, including damages or injury caused by the Lessee's negligence. To protect against such liability, Lessee will obtain and maintain in force during the lease term a policy of general commercial liability insurance with a \$1 Million Dollars single limit coverage for personal injuries and property damage, \$2,000,000 general aggregate, with Lessor named as an additional insured. Lessee will provide proof of such insurance to Lessor prior to commencement of farming on the Premises and at other reasonable times upon request.

7. **DEFAULT, TERMINATION.** If any default is made in the payment of rent or any part thereof at the time provided, or if Lessee assigns or subleases the Lease, or Lessee abandons or vacates the Premises, or if ten (10) days after the mailing of written notice setting forth any other default by the Lessor to the Lessee the default shall continue by the Lessee, then Lessor shall have the right to reenter and take possession of the Premises to Lessor, and all rights and interest to Lessee to possession of the Premises shall cease and terminate, but nothing shall effect Lessor's right to the cash rental for the Lease term. Upon taking possession the Lease will terminate and Lessor may retain any rent paid. If there are growing crops of the Lessee on the Premises at the time of termination of the Lessor, at its option, may care for, harvest, and sell such crops, and from the crop proceeds pay itself all of Lessor's costs to care for, harvest, haul and sell such crops and the balance due for rent on the Lease, with the Lessee to receive any remaining sum, provided that Lessor shall have no duty to take any action regarding such crops.
8. **NO ASSIGNMENT OR SUBLETTING.** Lessee shall not sublet the Premises or any part thereof or assign this Lease in whole or in part without the Lessor's prior written consent.
9. **INSPECTION.** Lessor or its representatives may enter upon the Premises at any time to inspect the Premises and determine if Lessee is complying with the terms of this Lease.
10. **LATE HARVEST.** In the event the Lessee has been unable to harvest his crops due to weather by the termination date, the Lessee shall have the right of ingress and egress to enter upon the Premises for the purpose of removing the crops until February 1, 2023, but if the crops are not removed by such date then they will be deemed abandoned and Lessee shall have not further rights in such crops.
11. **FARM PROGRAMS.** Lessee shall farm the Premises so as to maintain all crop allotments or bases on the Premises and to enable the Premises to be eligible for federal farm programs.
12. **NOXIOUS WEED CONTROL.** Lessee will control all noxious weeds as required by law.
13. **ATTORNEY FEES.** In the event Lessor is required to bring any action to enforce any terms of this Lease or to protect, preserve, or maintain Lessor's interest under this Lease, the Lessee will pay Lessor's reasonable attorney fees, expenses and court costs incurred upon demand. Such fee and expenses shall be added to the Rent and secured by the Lessor's lien.

14. **LANDLORD'S LIEN.** Lessor shall be entitled to and shall have a valid claim and lien against the Lessee's crops on the Premises to secure any sums due to Lessor under this Lease and for the Lessee's failure to fulfill and perform or carry out any terms and conditions of this Lease. The Lessor is authorized to file a UCC-1 Financing Statement to evidence the Lessor's lien.

15. **BINDING EFFECT.** This Lease shall be binding upon and will inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

16. **AMENDMENT.** This Lease may be amended only by a written agreement signed by both of the parties.

17. **RIGHT TO TERMINATE.** The Lessor currently has the Premises for sale. If Lessor obtains a satisfactory offer on all or any part of the Premises, then until July 1, 2021, Lessor reserves the right to terminate this Lease upon five (5) days written notice to Lessee. Notice to termination is effective if delivered to Lessee or placed postage prepaid by Lessor in the U.S. Mail, addressed to the Lessee at the address set out on page 1 of this Lease. In the event of such termination, the Lessor will reimburse the Lessee or any farming on the Premises at the custom farming rates for such work for Livingston County, Missouri, as shown by the University of Missouri Extension Center publications. Reimbursement for seed, fertilizer, or chemicals will be at Lessee's actual cost. Payment will be made within thirty (30) days after the Lessee gives Lessor an itemized record of farm work and expenses.

IN WITNESS WHEREOF, the parties hereto have on the date above mentioned caused this Lease to be executed.

CITY OF CHILLICOTHE, MISSOURI

Date of signing: _____

By: _____
 Theresa Kelly, Mayor

Attest:

"LESSEE"

 Rozanne Frampton, City Clerk

"LESSOR"