

RESOLUTION NO. 2018- 37

**A RESOLUTION AUTHORIZING RENEWAL OF  
LEASE CONTRACT WITH RAZORBACK BIRD CLUB**

WHEREAS, the City of Monticello has heretofore leased certain real property situated in Drew County, Arkansas to Razorback Bird Club for an annual compensation of \$491.25 per year;

WHEREAS, the preceding Lease with Razorback Bird Club was for a four year term beginning January 1, 2015 and ending December 31, 2018;

WHEREAS, it is the judgement of the Monticello City Council that the renewal of said Lease Contract under the same terms and conditions are in the best interest of the City of Monticello.

IT IS, THEREFORE, BY THE CITY COUNCIL OF MONTICELLO, ARKANSAS, RESOLVED AS FOLLOWS:

1. That the City renew its Lease Contract with Razorback Bird Club regarding approximately 65.5 acres of land situated in Drew County, Arkansas under the same terms and conditions as the expiring Lease Contract, including an annual rental of \$491.25 per year.

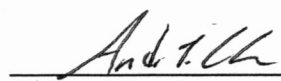
2. That the Mayor and the City Clerk be and the same are hereby authorized to execute a new Lease Contract in form and substance consistent with the proposed Lease Contract attached hereto.

(End of Resolution)

Adopted on this 26 day of November, 2018.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk

## LEASE CONTRACT

1. Parties. The parties to this contract are the CITY OF MONTICELLO, ARKANSAS, hereinafter referred to as the "Lessor," and the RAZORBACK BIRD CLUB, an unincorporated recreational organization, acting by and through its president, Robert Franks, its Vice-President, Phillip Reed, and its Secretary, Verso Reed, which association is hereinafter referred to as the "Lessee."

2. Agreement to Lease; Property Involved. For the term, for the consideration, and subject to the stipulations, conditions and agreements hereinafter set forth, the Lessor does hereby let and lease unto the Lessee, and the lessee does hereby rent from Lessor, the following described real property situated in Drew County, Arkansas to wit:

IN SECTION 27, TOWNSHIP 11 SOUTH, RANGE 7 WEST:

South Half of Southeast Quarter of Northeast Quarter (S $\frac{1}{2}$  of SE $\frac{1}{4}$  of NE $\frac{1}{4}$ ), containing 20 acres;

East Half of Southeast Quarter of Southwest Quarter of Northwest Quarter (E $\frac{1}{2}$  of SE $\frac{1}{4}$  of SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ), containing 5 acres;

West Three-Fourths of Northeast Quarter of Southeast Quarter (W $\frac{3}{4}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$ ), containing 30 acres;

East Half of East Half of Northwest of Southeast Quarter (E $\frac{1}{2}$  of E $\frac{1}{2}$  of NW $\frac{1}{4}$  of SW $\frac{1}{4}$ ), containing 10 acres; and

A parcel of land 100 feet wide (as measured North and South) taken between parallel lines off the entire South side of all the part of the W $\frac{3}{4}$  of NW $\frac{1}{4}$  of SE $\frac{1}{4}$  lying East of U.S. Highway 425 (formerly know as State Highway No. 81), containing approximately one-half acre.

3. Term of Lease. This lease is for a 4 year term beginning January 1, 2015 and ending December 31, 2018; PROVIDED, HOWEVER, that either party shall have the right and option to terminate this lease contract, at any time while the same is in effect, upon giving of 60 days written notice to the other party. Upon termination of this lease, Lessee shall have 90 days in which to remove any improvements. Lessee has constructed or placed on the leasehold; and after 90 days any improvements remaining on the leasehold shall become the property of Lessor.

4. Rental. For the use and enjoyment of the leased premises while this contract is in effect, the Lessee promises and agrees to pay to the Lessor a rental of \$491.25 per year, due and payable in advance on or before the first day of January of each year during the term of this lease.

5. Other Covenants and Agreements of the Lessee. The lessee further covenants and agrees as follows:

a. That it will not encumber this lease or the leasehold interest herein granted, or permit the same to be encumbered in any way; and the Lessee will not assign this lease or sublet the leased premises or any part thereof without the express written consent of the Lessor, which consent will not be unreasonably withheld.

b. That it will use the leased premises only for recreational purposes directly related to bird hunting.

c. That it will keep the leased premises clean and in a sanitary condition, will not cut merchantable timber without the Lessor's consent, and will do everything reasonably possible to prevent the outbreak or spread of fire, and shall not commit waste or permit any other damage to the leasehold.

d. That upon termination of this lease the Lessee will deliver to the Lessor immediate peaceable possession of the leased premises.

e. That it will exonerate, save harmless, protect and indemnify the Lessor from and against any and all losses, damages, claims, suites or actions, judgements, expenses, costs, and liabilities of every kind and character which may arise or grow out of any injury to or death of persons or damage to property in any manner connected with the use and possession of the leased premises by the Lessee; and that it will keep and maintain a liability insurance policy on the leasehold in the amount of \$500,000.00, and will provide evidence of same to the Lessor.

f. That the Lessee will keep and maintain the physical condition of the leasehold in a manner consistent with good stewardship of the property.

g. That any obligation undertaken by the Lessee in the covenants and agreements above-specified shall be understood to constitute a material obligation of the Lessee in consideration of which this lease is executed, and upon the faithful performance of which the continuance of this lease is conditioned.

6. Other Covenants and Agreements of the Lessor. That Lessor further covenants and agrees that it is seized and possessed of a good, clear and unencumbered title to the leased premises and that it will otherwise protect the Lessee in the quiet enjoyment of said premises.

7. Miscellaneous Provisions.

a. The Lessee shall be responsible for paying any and all charges relative to the installation and use of any utilities connected upon said leasehold.

b. This agreement shall be binding upon the Lessor and the Lessee, and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF this contract is executed in duplicate, one signed copy being delivered to the Lessor, and one signed copy to the Lessee, as of the 1 day of January, ~~2017~~<sup>2018</sup>, being the date on which this lease commences.

CITY OF MONTICELLO, ARKANSAS

By:   
Mayor

RAZORBACK BIRD CLUB

By: R. L. Franklin  
President

By: Philip Reed  
Vice-President

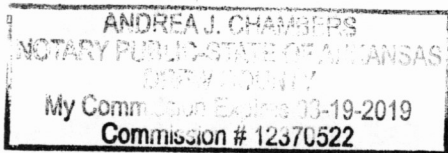
By: Yvonne Reed  
Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS }  
COUNTY OF DREW }

On this the 13 day of December, 2018, before me, the undersigned Notary Public in and for said County and State, personally appeared DAVID ANDERSON, who is to me personally well known, and stated that they were Mayor of the CITY OF MONTICELLO, ARKANSAS, a municipal corporation, and that in his capacity he was duly authorized to execute the foregoing instrument for and in the name and on behalf of said municipal corporation, and further stated and acknowledged that he had so executed said instrument in the respective capacities and for the consideration and purposes therein expressed.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



[Signature]  
Notary Public

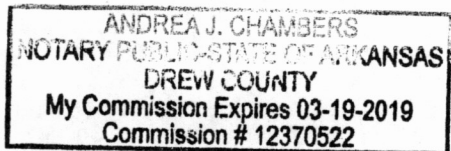
My commission expires: 03-19-19

ACKNOWLEDGMENT

STATE OF ARKANSAS }  
COUNTY OF DREW }

On this the 2 day of January, 2018<sup>AC</sup>, before me, the undersigned Notary Public in and for said County and State, personally appeared \_\_\_\_\_, who are to me personally well known, and stated that they were President, Vice-President and Secretary, respectively, of RAZORBACK BIRD CLUB, an unincorporated recreational organization, and that in their respective capacities they was duly authorized to execute the foregoing instrument for and in their name and on behalf of said association, and further stated and acknowledged that they had so executed said instrument in the respective capacities and for the consideration and purposes therein expressed.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



[Signature]  
Notary Public

My commission expires: 03-19-19