

RESOLUTION NO. 24-80

**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;

WHEREAS, the preceding Lease with Razorback Bird Club was for a four-year term beginning January 1, 2020 and ending December 31, 2023;

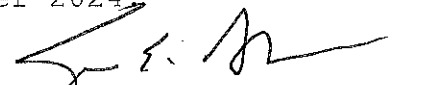
WHEREAS, it is the judgement of the Monticello City Council that a new Lease Contract with an annual rental fee of \$500.00 per year, is in the best interest of the City of Monticello.

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, excepting the change of the annual rental fee to \$500.00 per year, for a 4-year term, beginning January 1, 2024 through December 31, 2027.

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.

Adopted on this 19 day of December 2024.



Mayor



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, Gina Nutt, its Vice-President, Robert Franks, and its Secretary, Blalhe Mhoon, 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 known 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, 2024 and ending December 31, 2027;

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 \$500.00 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.

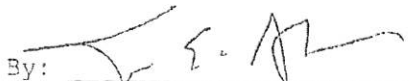
a. The Lessee shall be responsible for paying any and all charges relative to the installation and use of any utilities connected upon said leasehold.

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 19th day of December, 2024, being the date on which this lease commences.

CITY OF MONTICELLO, ARKANSAS

RAZORBACK BIRD CLUB

By: 

Mayor

By: Gina Natt
_____, President

By: _____
Robert F. [unclear] Vice-Pres.

By: Bful
_____, Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF Drew)

On this the 20 day of December, 2024, before me, the undersigned notary, personally appeared Jason Akers, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

Beth Davis
Signature of Notary Public



My commission expires: 10-01-2025

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF Grant)

2025

On this the 14 day of Jan, 2024, before me, the undersigned notary, personally appeared GINA NUTT in their capacity as President of Razorback Bird Club, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

Camilla A Plunkett
Signature of Notary Public

CAMILLA A PLUNKETT
NOTARY PUBLIC-STATE OF ARKANSAS
GRANT COUNTY
My Commission Expires 07-18-2027
Commission # 12382403

My commission expires: 7-18-27

ACKNOWLEDGMENT

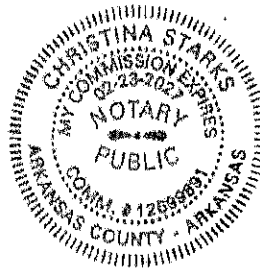
STATE OF ARKANSAS)
COUNTY OF Arkansas)

On this the 16 day of January, 2025, before me, the undersigned notary, personally appeared Robert Frankes in their capacity as Vice-President of Razorback Bird Club, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

Christina Starks
Signature of Notary Public

My commission expires: Feb 23, 2027

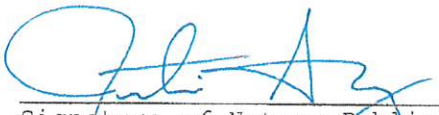


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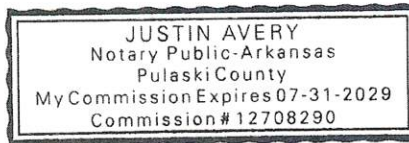
STATE OF ARKANSAS)
COUNTY OF Pulaski)

On this the 22 day of January, ²⁰²⁵2024, before me, the undersigned notary, personally appeared Blake Rhoads in their capacity as **Secretary of Razorback Bird Club**, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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



Signature of Notary Public



My commission expires: 7/31/29