

NOTICE OF BIDS

NOTICE IS HEREBY GIVEN that the Burleigh County Board of Commissioners, Burleigh County, North Dakota will accept bids until 1:30pm February 21, 2017. Bids will be opened and read at that time in the 1st Floor Conference Room of the City/County Building, located at 221 N. 5th St. in Bismarck, ND. The results and final disposition of the bid opening will be presented to the County Commission that same day beginning approximately at 5:00 PM (Local Time), in the Tom Baker Room of the City/County building, for the following item:

HAYING LEASE (Three Lots)

The County is bidding out agricultural haying rights at the following Missouri Valley Complex Property (aka fairgrounds) located East on Highway 10 for the years of 2017 **with the possibility of two additional growing seasons**. The property consists of approximately 55.68 acres. The highest bidder will be required to enter into a land lease agreement with the County for a one year period. Bids shall be submitted on the Burleigh County Bid Form which is available from the Burleigh County Auditor/Treasurer, 221 N. 5th Street in Bismarck, ND or on the Burleigh County Web Site: www.burleighco.com

Bidders should submit the Bid form for each location in a separate sealed envelope. The Bidder should clearly indicate Missouri Valley Complex HAY BID on the outside of the envelope. Bids should be delivered/mailed to the COUNTY AUDITOR/TREASURER, P.O. Box 5518, 221 N. 5TH ST., BISMARCK, NORTH DAKOTA 58506.

The Board reserves the right to reject any and all bids; to waive technicalities or to accept such as may be determined to be in the best interest of the County.

BY ORDER OF THE BOARD OF COMMISSIONERS
BURLEIGH COUNTY, NORTH DAKOTA
This 18th day of January, 2017.

KEVIN J. GLATT,
Burleigh County Auditor/Treasurer

Run: 2/4 & 2/11/17

**HAYING LEASE BID FORM
BURLEIGH COUNTY COMMISSION
2017 SEASON**

| <u>Item Description</u> | <u>Unit</u> | <u>Total Bid</u> |
|--|-------------|------------------|
| Haying Lease @ Missouri Valley Complex | 55.68 acres | Lump Sum _____ |

Lessee shall fill in the total bid for the 2017 Haying season.

General Items

- 1) This tract of land is one contiguous piece of land contained within Section One (1) of Township One Hundred Thirty-eight (138), Range Eighty (80) West, Burleigh County, North Dakota. The actual acreage is 55.68 of hay land. The tract does not have its own metes and bounds legal description but is illustrated on the attached and hereby incorporated Exhibit A. (See attached map)
- 2) The land may be used for agricultural haying purposes from April 1, 2017 to December 31, 2017 with a possibility of a two year lease extension.
- 3) Payment will be due on (or before) March 1, 2017.
- 4) Lessee will be required to enter into a land lease agreement with Burleigh County Commission. If agreed to by both the Lessee and the Lessor the agreement may be extended two additional years ending on the thirty first day of December 2019.
- 5) The County is not responsible to the Lessee for any damage or personal injuries sustained by the Lessee as a result of the Lessee operation.

| |
|---------------|
| Company: |
| Signed: |
| Printed Name: |
| Title: |
| Address: |
| Phone: |
| Date: |

LAND LEASE

- 1. Parties:** The parties to this agreement are (NAME, ADDRESS, & PHONE NUMBER) herein after known as LESSEE, and Burleigh County, North Dakota (221 N 5th St, Bismarck, ND 58501 – phone 701-222-6718) herein after known as County.
- 2. Purpose:** This agreement shall define responsibilities of each party regarding a 55.68 acre tract of land at the Missouri Valley Complex. That tract of land is one contiguous piece of land contained within Section One (1) of Township One Hundred Thirty-eight (138), Range Eighty (80) West, Burleigh County, North Dakota. The tract does not have its own metes and bounds legal description but is illustrated on the attached and hereby incorporated Exhibit A.
- 3. Existing Agreements:** This agreement shall replace all oral agreements, leases and memorandums of agreement and contracts between LESSEE and Burleigh County related to the land described in paragraph 2 at the Missouri Valley Complex.
- 4. Use:** Lessee will use the land for hay farming as outlined in paragraph 7.
- 5. Term of Lease:** The term of this lease will be April 1, 2017 – December 31, 2017. This lease maybe extends for additional two years if agreed to by all parties in writing no later than December 31, 2017.
- 6. Rent:** The rent for the land is established at \$_____ annually. The rent is payable no later than March 1 of each year that the lease is in effect. Payment will be payable to Burleigh County, ATTN: Kevin J Glatt, Auditor/Treasurer, at PO Box 5518, Bismarck, ND 58506. Burleigh County shall be entitled to collection costs, **attorney's fees**, and reasonable interest for late payment. If no payment is received by the County Auditor/Treasurer by April 1 of the leasing year the lease is immediately terminated/cancelled **and Burleigh County can immediately re-enter the property and take possession.**
- 7. Lessee Responsibilities:** Lessee agrees to farm the acres in a good and husband-like manner, according to the usual course of husbandry. In connection therewith Lessee agrees, as to the haying acres, to keep under control, to the best of the Lessee ability, all noxious weeds. Lessee shall furnish all seed, machinery, labor, equipment, and anything else connected with the farming of said land during the term of this lease, at the entire expense, cost, and liability of Lessee, and free of all expense, cost and liabilities of County, and shall at all times keep the real property free and clear of any liens of any third parties that might attempt to make a claim through Lessee. Lessee agrees that he will maintain the farm during the tenancy in at least as good a condition and repair as it was at the beginning of this lease, and will keep in good repair all open ditches; any grass waterways, if any; will not commit waste or damage to the real estate or hay land and will use due care to prevent others from doing so; will not construct any drainage activities or obstruct any natural draining paths without the written consent of County; will permit County or its agents to enter the haying land at any reasonable time for repairs, improvements, and inspection and such other purposes as County may desire provided that County shall not unreasonably interfere with

the operations of Lessee or damage crops of Lessee; and will farm the real estate and rotate crops in such a manner as to reasonably preserve the value of the property and reasonably limit the spread or growth of noxious weeds.

- 8. Equipment:** All equipment that is utilized by Lessee and hay crop bales shall be removed from the Missouri Valley Complex property no later than October 1 of each year.
- 9. Insurance:** Lessee will carry general liability insurance for use of the land. A copy of the insurance certificate shall be supplied to the County by March 1 of each year that the lease is in effect.
- 10. Indemnification and Hold Harmless:** Lessee agrees to fully indemnify and hold harmless the County from all claims, actions, causes of actions, lawsuits, etc., which may arise as a result of Lessee's management and operation of the property at the designated location. This indemnification and hold harmless agreement includes, but is not limited to, an agreement to indemnify and hold the County harmless for all costs, expenses, damages, economic and non-economic losses as defined under North Dakota law, including attorney's fees, and any other consequences which may arise as a result of Lessee's management and operation of property at the designated location. It is expressly understood that Lessee shall be responsible for full indemnification of the County and will hold the County harmless from any and all such claims.
- 11. Liability Claims:** The County shall be held free from all liabilities and claims for damages and/or suits for, or by reason of, any injury or injuries to any person or persons, or property, of any kind whatsoever (whether the person or property of Lessee, their agents or employees, or third persons), from any cause or causes whatsoever, while in or upon said premises, or any part thereof, during the term of this lease, or on account of any occupancy or use of said premises, or any activity carried on, by Lessee in connection therewith; Lessee hereby covenants and agrees to indemnify and save harmless the County from all liabilities, charges, expenses (including attorney's fees) and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses, howsoever occurring, or damages growing out of the same.
- 12. Farm Payments:** If farm payments are allocated for the property, they will be paid to Lessee.
- 13. Renewability:** This lease could be renewed for up to two additional years but will only be renewed upon written agreement by both parties in writing no later than December 31, 2017. Should Lessee fail to vacate at the end of the term of this Lease, it shall not be construed as a renewal of this lease. If an extension is not made in writing and no notice of termination is made this lease automatically ends December 31, 2017.
- 14. Termination of Agreement.** The County or Lessee may unilaterally terminate this agreement upon 30 days written notice to the other party. In the case that the agreement is terminated, it is understood that the termination of agreement shall be effective on December 31 of that same year. Each party shall submit final billing statements and checks within 30 days of termination date. Either party may terminate this agreement for cause due

to breach of the agreement. Such termination shall be preceded by a fourteen (14) day written notice to the breaching party. If the breaching party fails to remedy the breach within fourteen (14) days of receipt of notice, the non-breaching party shall have the right to terminate the agreement at the end of the fourteen (14) days.

15. Subletting: This lease is not transferrable and in no way may Lessee sublet, assign, or encumber their interest in the lease without prior written approval and consent of the County.

16. Default: If Lessee fails to pay the rent or any other charge required to be paid by Lessee, or if Lessee breaches any of the terms of this lease, then as to every default or breach, including non-payment of rent, County may give Lessee fourteen (14) days written notice thereof. If such default has not been cured within such period, then County may terminate this lease and the County will have the right to reenter and take possession of the land but Lessee will remain liable as hereinafter provided. If the land becomes vacant or abandoned (not hayed and becomes overgrown), this lease shall expire and terminate and County may re-enter and may take possession of the land in the manner provided by law but Lessee will remain liable as hereinafter provided. Notwithstanding anything stated herein, Lessee agrees that whether possession is taken or this lease is cancelled by County, the entire unpaid balance of rent shall accelerate and immediately become due and payable and Lessee will be responsible for all costs, including attorneys' fees incurred by County in enforcing this and any other provision of this lease. Lessee agrees to pay County's reasonable attorneys' fees and expenses incurred in and about enforcing any of the terms of this lease, in collecting past due rent, and in and about recovering possession from Lessee, should the services of an attorney be retained by County in so doing.

17. Successors: All rights of the parties herein, shall inure to the benefit of its successors, and assigns; and all obligations and benefits shall bind its successors, heirs, personal representatives and assigns.

LESSEE

Date

Jerry Woodcox, Chairman
Burleigh County Commission

Date

