

Request for Board of Commissioners' Action

From: Vicki Parrish, County Clerk **Date:** August 30, 2019

Subject: Whiddon Farm Lease **Item Number:** [Work Session B](#)

Attached is the current Whiddon Farm Lease for the 120.10 acres of cultivated property, the lease ends December 31, 2019.

Please advise staff if the Board wishes to advertise property for bid.

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Subject: Whiddon Farm Lease Item Number: [Work Session B](#)

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GEORGIA, COOK COUNTY

THIS AGREEMENT made by and between COOK COUNTY BOARD OF COMMISSIONERS, of the first part, herein referred to as Lessor, and CHRIS WYATT, of the second part, herein referred to as Lessee,

WITNESSETH

THAT for and in consideration of the rentals herein specified, Lessor does hereby rent and lease unto Lessee subject to the following conditions the following described land:

129.10 acres of cultivation in Cook County, Georgia, said property being known as the "Whiddon Estate", located on the following described property:

All that tract or parcel of land containing 529.5 acres, more or less, of lots of land Nos. 406, 407, 422 and 423 in the Ninth Land District of Cook County, Georgia, bounded now or formerly as follows: North by lands of T.D. Juhan and lands of S.D. Felts; East by the run of the Wells Mill Creek; South by lands of M.J. Taylor and lands of C.A. Sirmans; West by lands of Mrs. B.E. Clayton, lands of C.D. Tucker and lands of G. W. Stripling. Said tract of land is more particularly described by reference to a plat thereof prepared by J.M. Leverett, Surveyor, and recorded in the office of the Clerk of the Superior Court of Cook County, Georgia, in Plat Book 1, page 18, which plat is incorporated herein and made a part of this description.

LESS AND EXCEPT: All that tract or parcel of land situate, lying and being 8.135 acres in Land Lot 406, 9th Land District, Cook County, Georgia, all according to a plat of survey prepared by Larry Burnsed, Registered Land Surveyor, dated December 21, 1995 and recorded in Plat File 159, page 2, Cook County Deed Records. Said plat is incorporated herein and made a part of this description.


TERMS AND CONDITIONS

1. The term of this lease shall be for THREE (3) years, beginning January 1, 2015 and ending December 31, 2017; and, if mutually agreed, may continue in that calendar cycle for an additional 2 years that expires December 31, 2019. Lessee shall have the right to renew this lease from year to year unless the Lessor or Lessee notifies the other party by September 15, in writing, in any year of their intentions to terminate same or alter the terms of the lease. CBW Initial
2. Lessee shall fully execute lease agreement immediately upon bid acceptance. Lease payment for current year lease, 2015, in the sum of \$17,500.00 shall be due no later than January 15, 2015; and, annual lease payments of \$17,500.00 shall be due January 15 henceforth for the term of the agreement. CBW Initial
3. Lessee shall use only the best and acceptable farming practices in the use of said land during this lease. CBW Initial
4. No hunting rights are granted herewith to Lessee. CBW Initial

5. If Lessee remains in position after expiration of the term hereof, with Lessor's acquiescence and without any distinct agreement of the parties, Lessee shall be a tenant at will; and there shall be no renewal of this lease by operation of law.
CBW Initial

IN WITNESS WHEREOF, each of the parties have hereunto set their hands and affixed their seals, this 30th day of September, 2014.

LESSOR: COOK COUNTY BOARD OF COMMISSIONERS

 _____ LS

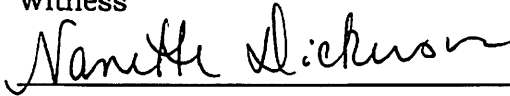
Michael Dinnerman, Chairman

Signed, sealed and delivered

in the presence of :

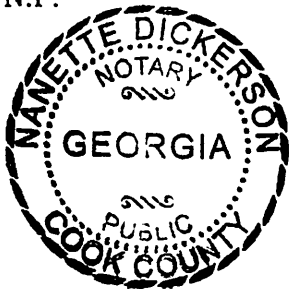
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Witness


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N.P.

Exp. 02/19/2018



LESSEE: CHRIS WYATT


 _____ LS

Signed, sealed and delivered in

the presence of :

 _____

Witness

 _____

N.P.

Exp. 02/19/2018

