

**Wythe County  
Progress Park Lease  
Request for Bids  
Wythe County Board of Supervisors**

**November 3, 2020**

**DUE DATE: November 16, 2020 2:00 PM**

**I. Instruction to Bidders**

**A. Bid Submittal**

The Wythe County Board of Supervisors shall receive sealed bids, that will provide for an agricultural land lease for Progress Park for a 5-year period, until 2:00 p.m. on Monday, November 16, 2020 at the Wythe County Administration Building; whereas, the bids shall be opened publicly and read aloud. The bids sheet must be filled out and submitted to the attention of Martha Collins and clearly marked **Progress Park Lease 2020**. The address for submitting bids is 340 South Sixth Street, Wytheville, Va. 24382. Bids received after 2:00 p.m. local prevailing time shall not be accepted.

**B. Progress Park bid components**

1. The bidder shall provide a five-year bid price with a 5-year option to renew at the discretion of the Board of Supervisors, for the grazing and hay removal rights as outlined. Lease shall begin January 1, 2021, and payments will be due annually by January 31 of each year. A bid sheet is attached and will need to be filled out so that each lot will have a lease value assigned to it in the event that the County withdraws a lot for economic development. The lease will be awarded as a complete lease to a single bidder. The overall value of the lease and the ability to perform the needed maintenance will dictate the award of the lease.
2. The following are the numbered Lots, as shown on attached map, and approximated acreage of Progress Park, which is the “property” that is to be leased herein. Note that approximated acreage includes woodland, streams, steep slopes, etc. Bidder is encouraged to review actual site conditions and may view aerial photography on the Wythe County GIS site:
  - i. **Grazing and Hay removal** will be authorized on the following sites:
    1. Lot 1 (100 acre)
    2. Lot 2 (11.3 acre)
    3. Lot 3 (15.3 acre)
    4. Lot 5 (22 acre)
    5. Lot 7 (8 acre)
    6. Lot 8 (25 acre)
    7. Lot 9 (26 acre)
    8. Lot 10 (40 acre)
    9. Lot 13 (29 acre)
    10. Lot 16 (12 acre)
    11. Lot 32 (79 acre)
    12. Lot 35/36 (100 acre)

ii. **Hay removal only** will be authorized on the following sites:

1. Lot 24 (232 acre)
2. Lot 23 (48 acre)
3. Lot 30 (38 acre)

iii. Sites that are **not** authorized for grazing and hay removal:

1. Lot 4
2. Lot 6
3. Lot 11
4. Lot 12
5. Lot 18
6. Lot 19
7. Lot 20
8. Lot 40
9. Lot 41
10. Kent's Lane wetlands area (6.905 acre)
11. Progress Park stream mitigation area (3.510 acre)

**C. Maintenance**

The Lessee shall maintain the premises in as good or better condition as the same are now. Lessee shall not over-stock the property as to adversely affect the future use of the property for grazing and farming purposes. The guidelines for overgrazing shall be deemed proper by the Virginia Tech Co-operative Extension Service. The lessee shall maintain the Property in accordance with good farm practices as recommended by the Virginia Tech Co-operative Extension Office.

Lessee agrees to use good judgment and minimize the use of motorized vehicles except on the traveled ways during periods where the fields are soft due to rain, snow or freeze/thaw patterns.

Lessee shall bush hog and or remove hay on all fields at least twice a year or at the request of the Lessor. All rose bushes, thistles, and other unsuitable or noxious weeds shall be sprayed by Lessee at least annually or as necessary to eliminate and control these nuisance growths. Lessee is required to ensure that thistles are bush hogged prior to blooming.

The Lessee agrees to maintain all fencing as needed for the Lessee's purposes on the Property. The Lessee further agrees to keep all fencing in good and substantial repair. Any fencing improvements made by Lessee will remain on the Property after Lessee and Lessor terminate the Lease or Lessor withdraws a portion of the Property from the Lease, or as otherwise agreed between the Lessee and Lessor in writing. The removal of any fence material shall be approved by the Lessor and fencing material shall be stockpiled on the property for reuse.

The Lessee agrees to maintain all retention ponds, unfinished rail spurs and their surroundings by bush hogging or mowing annually.

The Lessee agrees to keep all gates locked using a lock system that is keyed alike. Further the Lessee agrees to provide the Lessor with not less than 6 keys to the gates. Additionally, sister locks must be maintained with utilities and the like.

#### **D. Pesticides and Hazardous Materials**

The Lessee shall follow all Environmental Protection Agency and other applicable governmental regulations and guidelines, as to the labeling, use, storage and disposal of fungicides, herbicides, pesticides, and fertilizers. The Lessee shall not allow any hazardous waste, including, but not limited to, petroleum waste products, to be stored, used, or placed on or in the premises or in or near any adjoining waterways. The Lessee shall immediately notify the Lessor in the event of spillage or leakage of any fungicide, herbicide, pesticide, fertilizer, petroleum product, or hazardous substance, material or waste on the premises. The Lessee shall not place any underground or above-ground storage tanks or containments on the property. Lessee shall not deposit any waste on the Property and shall use due care to prevent others from doing so and shall be responsible for removal and disposal of any illegal dump on the Property.

In the event of the spillage or leakage of any fungicides, herbicides, pesticides, fertilizers, petroleum products, or hazardous materials, substances, or waste on the property caused by the Lessee or the Lessee's employees, agents, or invitee, the Lessee shall immediately clean-up said spillage or leakage and restore the premises to its prior condition at his own expense.

#### **E. Withdrawal of Bids**

Bids may be withdrawn by a written request that is received prior to the bid opening. After bids are opened, proposals may not be withdrawn except by the procedure outlined in the Code of Virginia.

#### **F. Pre-Award Cost**

The request for Bids does not commit the County to pay any cost incurred or associated with the development, preparation, and/or presentation of the bids submitted by the bidder. All cost incurred by the bidder in responding to the RFB are the responsibility of the bidder.

#### **G. Rejection of Bids**

Wythe County reserves the right to reject any bid if investigation of the bidder fails to satisfy the County that such a bidder is properly qualified to carry out the obligations and to complete the work contemplated therein. A Bid considered irregular may be rejected if it shows serious omissions, alterations to the bid form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind. The County reserves the rights to reject any or all proposals for any reason it deems necessary. The County also reserves the right to waive any informality and/or technical errors that may be deemed necessary for the best interest of the County.

## **H. Government Rules and Regulations**

The Lessee shall comply with all applicable local, state, and federal laws and rules and regulations governing livestock and farming operations. The Lessee shall not permit the premises to be used for any illegal activities.

## **I. Insurance**

The successful bidder shall provide a copy of a non-cancelable liability insurance certificate with Wythe County named as a coinsured in the amount of Two Million Dollars (\$2,000,000), and Lessee shall hold Lessor harmless for any claim.

## **J. Assignment of Subletting**

This Lease shall not be sold, assigned, or in any manner transferred to encumbered by the Lessee, nor shall the premises or any part thereof be sublet, without the Lessor's prior written consent.

## **K. Indemnity**

The Lessee shall assume all liability or damage to persons or property that may arise on or about the premises, or caused by any animal escaping from the premises, due to the breach of any of the terms or conditions of this lease by the Lessee, or otherwise, including, but not limited to, the acts, omissions or negligence of the Lessee or his employees, agents, or subcontractors. The Lessee shall indemnify the Lessor against all claims filed or made by parties so injured or damaged, and shall reimburse the lessor for any legal fees and /or costs, including attorney's fees, incurred in defense of any such claim.

## **L. Hunting**

Hunting by firearms is prohibited on the leased property. The Board of Supervisors reserves the right to enter into negotiations with the successful bidder for archery hunting privileges for lessee and/or an agreement with lessee for the County to authorize a hunting rights lottery that would permit a set number of individuals to have archery hunting rights on certain lots.

## **M. Land Application**

Blue Ridge Gatorade currently engages a contractor to land apply sludge produced from their processing wastewater treatment plant on lots in Progress Park. Successful lessee must provide lessor and Blue Ridge Gatorade written notification if they wish to terminate land application on any or all lots.

**N. Stream Mitigation and Wetland Area**

The Stream Mitigation Area, as shown on attached plat, is located between lots 13 and 15. The Wetland Area, as shown on attached plat, is located between lots 30 and 35 on north side of Kent's Lane. Both areas are to remain undisturbed, including no grazing of cattle in these areas.

**O. Lessor Withdrawal of Land for Economic Development**

Successful bidder understands that leased property, Progress Park, is an industrial park for economic development. Lessee will enter into lease agreement with Lessor with understanding that property may be withdrawn at any time for the purpose of development of one or more industrial sites. The lessee shall be given a refund on lease payment based on proration of lot withdrawn according to the following: (Prior to June 30<sup>th</sup> – 50%, Prior to September 30<sup>th</sup> – 25%, after October 1 – 0%). Future lease payments will not include the withdrawn lot(s). The lessee understands and agrees that the primary utilization of this property is intended to be as an industrial park and accepts the possession hereunder with full understanding of the need to subordinate lease to that purpose.

**Bid sheet**

Company or Person \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

i. Grazing and Hay removal will be authorized on the following sites:

- 1 Lot 1 (100 acre) Per year \$ \_\_\_\_\_
- 2) Lot 2 (11.3 acre) Per year \$ \_\_\_\_\_
- 3) Lot 3 (15.3 acre) Per year \$ \_\_\_\_\_
- 4) Lot 5 (22 acre) Per year \$ \_\_\_\_\_
- 5) Lot 7 (8 acre) Per year \$ \_\_\_\_\_
- 6) Lot 8 (25 acre) Per year \$ \_\_\_\_\_
- 7) Lot 9 (26 acre) Per year \$ \_\_\_\_\_
- 8) Lot 10 (40 acre) Per year \$ \_\_\_\_\_
- 9) Lot 13 (29 acre) Per year \$ \_\_\_\_\_
- 10) Lot 16 (12 acre) Per year \$ \_\_\_\_\_
- 11) Lot 35/36 (100 acre) Per year \$ \_\_\_\_\_
- 12) Lot 32 (79 acre) Per year \$ \_\_\_\_\_

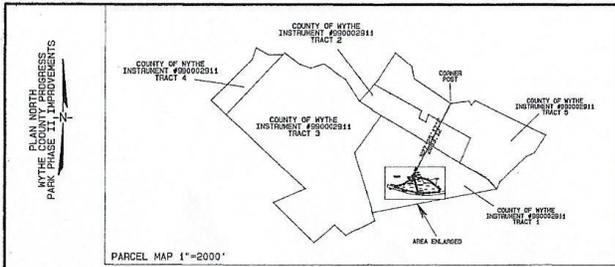
ii. Hay removal only will be authorized on the following sites:

- 1. Lot 24 (232 acre) Per year \$ \_\_\_\_\_
- 2. Lot 23 (22 acre) Per year \$ \_\_\_\_\_
- 3. Lot 30 (38 acre) Per year \$ \_\_\_\_\_

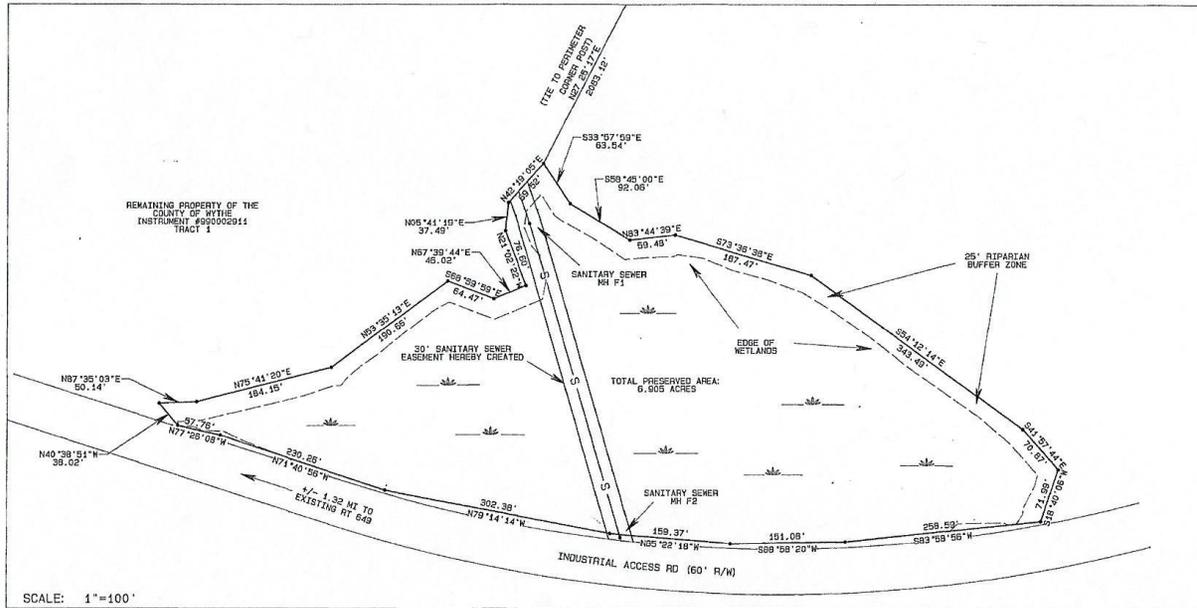
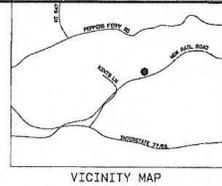
Total cost per year for all of the listed lots: \$ \_\_\_\_\_

Signature: \_\_\_\_\_





ADMITTED TO RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF WYTHE COUNTY ON THE 16<sup>th</sup> DAY OF April 2006 AT 10:31 A.M. IN PLAT BOOK NO. 41 PAGE NO. 508 BY: Shane D. Byer DEP. CLERK



NOTES:

1. RECORD REFERENCES:  
INSTRUMENT #990001947  
PLAT OF "ADJOINING OWNER PARCEL EXCHANGE"  
SURVEYED BY DOUGLAS T. CASEY, DATED 02-11-03
2. THIS SURVEY PERFORMED WITHOUT BENEFIT OF A TITLE REPORT AND DOES NOT NECESSARILY INDICATE ALL OR ANY ENCUMBRANCES ON SUBJECT LAND
3. THIS PLAT IS BASED UPON A CURRENT FIELD SURVEY
4. THIS PLAT PREPARED FOR WYTHE COUNTY IS EXEMPT FROM THE TERMS OF THE CURRENT WYTHE COUNTY SUBDIVISION ORDINANCE
5. 1/2" REBARS SET AT ALL CORNERS
6. TOTAL ACTUAL WETLANDS AREA = 6.045 ACRES  
TOTAL AREA SUBJECT TO RESTRICTIVE COVENANT = 6.905 ACRES

SUBDIVISION PLAT SHOWING WETLANDS SUBJECT TO RESTRICTIVE COVENANT  
WYTHE PROGRESS PARK  
PROPERTY OF THE COUNTY OF WYTHE  
FORT CHISWELL MAGISTERIAL DISTRICT  
WYTHE COUNTY, VIRGINIA

OWNERS STATEMENT:

THIS IS TO CERTIFY THAT THE REAL ESTATE EMBRACED WITHIN THIS SUBDIVISION IS OWNED BY US AND THAT THE SUBDIVISION AS SHOWN, IS WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES.

R. C. Caldwell 3-17-06  
DATE  
COUNTY OF WYTHE

NOTARY'S STATEMENT:

I, Stephen D. Beer, A NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF VIRGINIA, WHOSE COMMISSION WILL EXPIRE ON 1/31/2009, DO HEREBY CERTIFY THAT THE OWNER LISTED ABOVE HAS ACKNOWLEDGED THEIR SIGNATURE BEFORE ME, GIVEN UNDER MY HAND ON THIS 17<sup>th</sup> DAY OF March, 2006.

SOURCE OF TITLE:

THIS IS TO CERTIFY THAT THE PROPERTY EMBRACED WITHIN THIS SUBDIVISION IS A PORTION OF THAT PROPERTY ACQUIRED BY THE COUNTY OF WYTHE, BY INSTRUMENT #990002911 RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF WYTHE COUNTY, VIRGINIA. THE ABOVE REFERENCED DEED IS THE LAST INSTRUMENT IN THE CHAIN OF TITLE TO SAID LAND.

Dale R. Byer 01/05/2006  
DALE R. BYER LS DATE

CERTIFICATE OF APPROVAL:

THIS SUBDIVISION IS APPROVED BY THE UNDERSIGNED, AND MAY BE ADMITTED TO RECORD.

R. C. Caldwell 3-17-06  
DATE

BYER, BENNETT & ASSOCIATES, P.L.C. CHRISTIANSBURG, VA 24073	
Scale: 1"=2000	Phone: (540) 391-1111
Date: 8/24/2004	Address: 270 Cambria St. NW
Revised: 8/9/2005	Drawn By: BRIAN E. PLISCH
Job: C-04-34	Surveyor: DALE R. BYER

