

INVITATION TO BID

ITB #19-02

CASH LEASE OF

FARM LAND ON

LEWIS CENTER RD & SAWMILL RD.

CONTRACTING AUTHORITY:

DELAWARE COUNTY BOARD OF COMMISSIONERS

JEFF BENTON

BARB LEWIS

GARY MERRELL

101 North Sandusky Street
Delaware, Ohio 43015
Phone: (740) 833-2100



LEGAL NOTICE
LEASE OF DELAWARE COUNTY FARM LAND
Parcel # 31821316006000 located on Lewis Center Rd
Parcel # 41934001029000 located on Sawmill Rd

Parties interested in leasing farmland from Delaware County may submit a sealed bid to the Board of Commissioners, Delaware County, Ohio, at 101 North Sandusky Street, Delaware, Ohio 43015 until **10:00am on Wednesday, March 27, 2019** for the cash lease of the County farmland. Parcel #1 (#31821316006000) is located off of Lewis Center Road east Lewis Center. Parcel #2 (#41934001029000) is located off of Sawmill Road north of Clark-Shaw Road.

There will be 11 acres at parcel #1 and 20 acres at parcel #2 of cropland to be offered for rent for one (1) crop season from April 1, 2019, with options to renew for four (4) additional one (1) year terms. Bidders may bid on one or both parcels. Said lease shall be for purpose of use of the land for crop purposes only.

Bid blanks may be obtained online at <http://www.co.delaware.oh.us> under the heading "Public Notices and Bids" or from Delaware County Facilities Management, 1405 US Rt. 23 North, Delaware, Ohio during normal business hours.

Bids will be opened and a cash lease will be entered into according to the discretion of the Board of Commissioners. The Commissioners reserve the right to reject any and all bids, to waive any irregularities or informalities in each. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Farmland Cash Lease." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

Delaware County Commissioners
Jon Melvin, Director of Facilities

--- End of Advertisement ---

BID BLANK

I, _____, hereby agree to enter into a cash lease with the Delaware County Board of Commissioners for the rental of;

Bid for Parcel #1

Parcel #31821316006000 located off of Lewis Center Road east Lewis Center

My offer for parcel #1 is the rate of \$ _____ per acre for a crop year period.

Bid for Parcel #2

Parcel #41934001029000 located off of Sawmill Road north of Clark-Shaw Road

My offer for parcel #2 is the rate of \$ _____ per acre for a crop year period.

Bidders may bid on one or both parcels. In the event of a tie bid, the Board's representative will negotiate with all parties submitting the highest rate per acre.

Name/Company

Signature

Date

Address

Telephone

City, State Zip

Email

Submit Bid Blank in a sealed envelope marked "Sealed bid for Farmland Cash Lease" to:

Delaware County Board of Commissioners
Attn: Jon Melvin, Director of Facilities
101 N Sandusky Street
Delaware, OH 43015

Bids will be opened and publicly read on: **Wednesday March 27, 2019 at 10:00am.** No bids will be received, opened, or considered after this time.

CASH LEASE

SECTION I. DATE, PARTIES TO LEASE, AND DESCRIPTION OF PROPERTY

1. This lease is made this _____ day of _____, 20____, by and between the Board of Commissioners for Delaware County, Ohio, landlord, and _____, tenant.

2. The landlord, in consideration of the hereinafter described agreements made by the tenant, does hereby lease to the tenant to occupy and use for agriculture purposes only the following described real estate situated in the County of Delaware, State of Ohio: _____ acres described as parcel #_____ located off of _____ road.

SECTION II. LENGTH OF LEASE

Said tenant to have and to hold the said property, subject to the conditions and limitations hereinafter mentioned, for the 2019 crop year beginning on the 1st day of April, 2019, at 12:00 p.m. (noon) and ending on December 31, 2019, or ten days after the crops are removed, which ever comes first.

Said lease is thereafter renewable for four (4) additional one (1) crop years. To renew, the tenant must provide the landlord a written notice of intent to renew on or before the first day of December 2019 (for the 2020 crop year). Any renewal period pursued by the tenant will be subject to the same terms and conditions of the original lease period.

The landlord reserves the right not to renew the lease and must do so in writing to the tenant by March 1st following the original term and any renewal period.

SECTION III. PAYMENT OF RENT

For the occupancy and use of the real estate as herein described the tenant agrees to pay the landlord, a rent of _____, being computed at \$_____ per acre.

One half of the annual rent shall be due and payable at the Delaware County Commissioners Office, 101 N. Sandusky Street, Delaware, Ohio 43015 on or before April 1, 2019; the remaining one-half of the annual rent is due and payable on or before November 1, 2019 for the crop year. Rent any renewal period will be due in the same manner for the year of the lease is renewed.

Failure to pay rent on time will automatically result in non-renewal of lease.

SECTION IV. LANDLORD CONTRIBUTION

1. The landlord will furnish the above described real estate.

SECTION V. TENANT'S CONTRIBUTION AND CARE OF PROPERTY

The tenant agrees to farm the land in a husband-like manner and to standards, methods, and/or practices recommended by the Delaware County Soil and Water Conservations District and the USDA Natural Resource Conservation Service.

SECTION VI. SYSTEM OF FARMING AND SOIL MAINTENANCE

Lease will provide renter exercise such recommended agriculture practices as they relate to non-plowing of identified surface drainage courses, leave straw on fields planted to wheat or oats, fertilization of crops and use of only acceptable herbicides and pesticides which have no residual carry over. Straw cut during harvest may be removed from fields.

The tenant shall not use the property that is subject of this lease for the pasturing of livestock. This lease does not include the use of any building or utilities on the property.

SECTION VII. RIGHT OF ENTRY

The landlord reserves the right to enter upon said land to inspect, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the farm so long as it does not interfere with the rights of the tenant as provided in this lease.

SECTION VIII. HEIRS AND SUCCESSORS

1. This lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant.
2. However, if the lease is renewed for more than the crop year, the following applies:
 - a. If the land is sold or transferred during the term of this lease, the sale or transaction is subject to terms of this lease.
 - b. If the tenant dies during the terms of this lease, the lease shall be terminated at the end of the lease year in which the death occurs.

SECTION IX. YIELDING POSSESSION AT END OF LEASE

The tenant agrees that at the expiration of this lease he will yield possession of the property to the landlord without further notice and that it will be in as good order and condition as when the same was entered by the tenant.

SECTION X. SUBLEASING

The tenant will not re-lease or sublet said property or any part thereof without the written consent of the landlord.

SECTION XI. TERMINATION OF LEASE/LIQUIDATED DAMAGES

The landlord may, at its sole option, terminate this lease upon providing thirty (30) days written notice of its intent to do so. If the landlord terminates this lease for any reason before the planting of any crops, the landlord shall reimburse the tenant liquidated damages for all reasonable expenses, excluding lost profits but including any rent payments that already have been made, for that crop season. If the landlord terminates this lease after the planting of crops, the landlord shall reimburse the tenant liquidated damages in the estimated amount of the value the crop planted on the farmland. Estimated yield rates and rates for standard farming practices will be obtained from the local USDA Office and/or OSU Extension Office. The liquidated damages described in this section will be the only remedy available to the tenant under this agreement. The tenant hereby releases all other claims, rights and legal and equitable remedies against the landlord. The tenant further indemnifies and holds harmless the landlord for any claim made by any party against the landlord relating to this agreement or the tenant's use of the property.

SECTION XII. ADDITIONAL FEATURES

The tenant may enter the premises prior to April 1st for spring field work by contacting the Delaware County Facilities Management office. The landlord shall not reimburse the tenant for any field work should the tenant fail to pay the rent by April 1st.

SECTION XIII. MISCELLANEOUS TERMS

1. **Indemnity:** The Tenant shall indemnify and hold harmless the Landlord, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Tenant, any person directly or indirectly employed by Tenant, or any person for whose acts Tenant may be liable.

2. Insurance: The Tenant shall carry and maintain throughout the life of the Lease such bodily injury and property damage liability insurance as will protect it and the Landlord, its respective board members, officers, employees, agents, representatives, servants, and volunteers against any and all claims for personal injury, including death, or property damage, which may arise under this Lease or from use of vehicles in connection therewith, and shall include coverage for indemnification as described above.

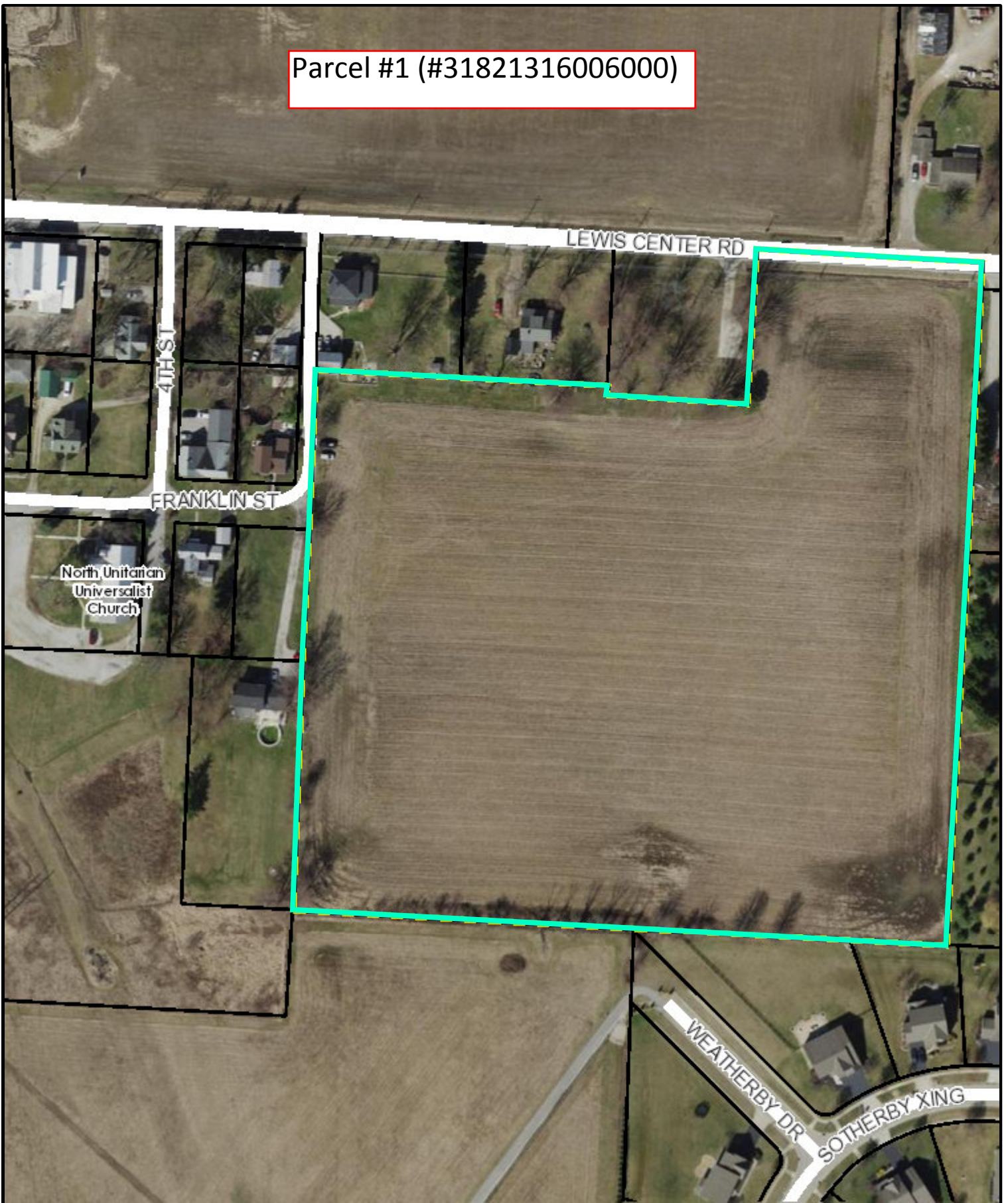
The Tenant shall present to the Landlord current certificates of insurance, and shall maintain such insurance during the term of this Lease. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- a. General Liability insurance for a minimum of one million dollars (\$1,000,000.00) per occurrence;
 - b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used upon or about the leased premises, with limits of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage.
3. Severability: If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this lease, and such other provision shall continue in full force and effect.
 4. Governing Law: This Lease shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Lease shall be filed in and heard before the courts of Delaware County, Ohio.

In witness whereof, the parties have signed this lease on the date named in Section I.

<SIGNATURES>

Parcel #1 (#31821316006000)



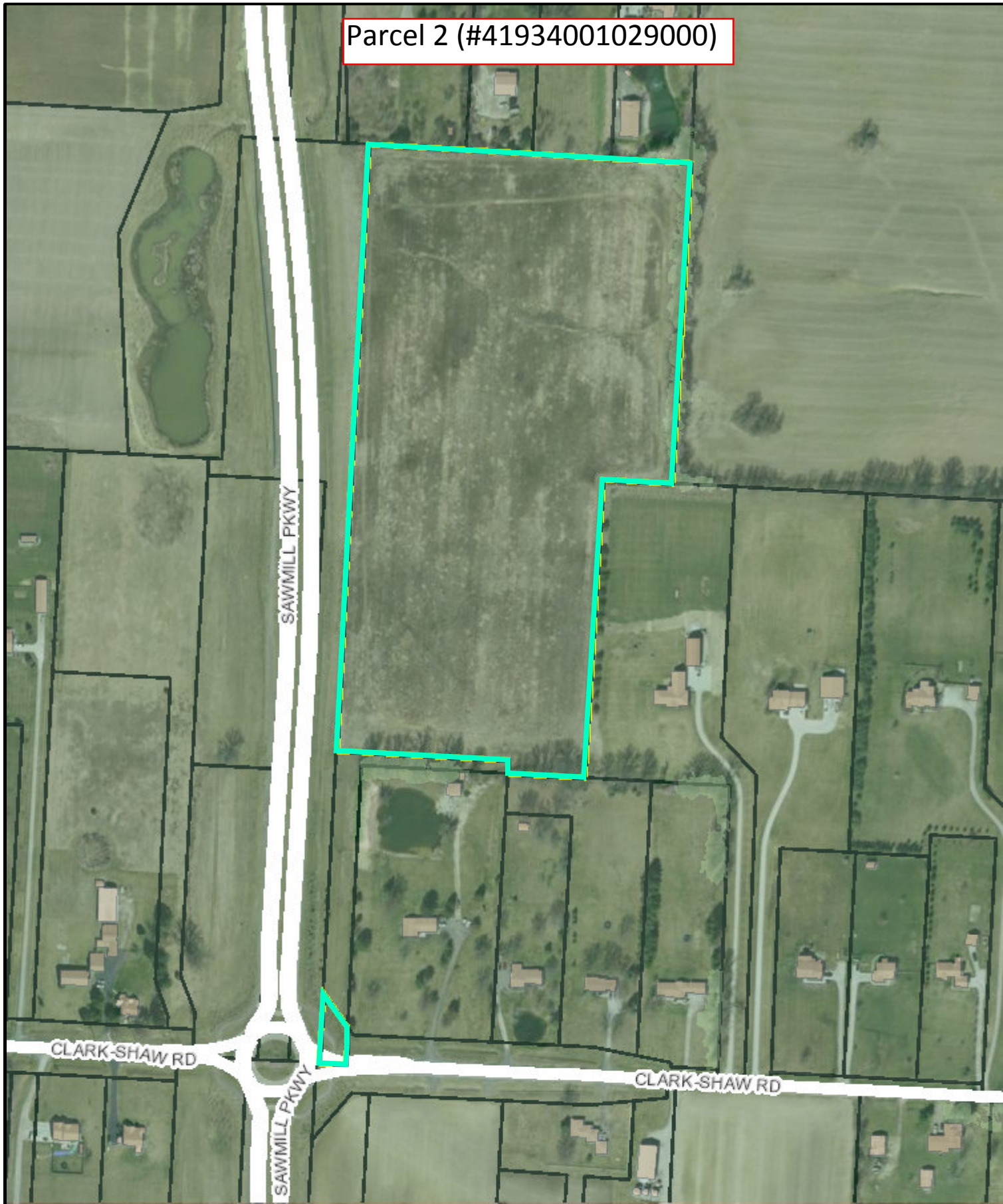
Delaware County Auditor
George Kaltsa

Information contained within this map may be used to generally locate, identify and inventory land parcels within Delaware County. Delaware County cannot warrant or guarantee the information contained herein, including, but not limited to its accuracy or completeness. The map parcel lines shown are approximate and this information cannot be constructed or used as a "legal description" of a parcel. Flood Plain information is obtained from FEMA and is administered by the Delaware County Building Department (740-833-2201). Please report any errors or omissions to the Delaware County Auditor's office at delcogis@co.delaware.oh.us. Prepared by: Delaware County Auditor's GIS Office



Printed on 2/25/2019

Parcel 2 (#41934001029000)



Delaware County Auditor
George Kaltsa

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