Delaware County
Regional Sewer District

Director / Sanitary Engineer
Tiffany M. Maag, P.E.

LEGAL NOTICE
LEASE OF DELAWARE COUNTY FARM LAND
6579 Moore Road

Parties interested in leasing farmland from Delaware County may submit a sealed bid to the Board of Commissioners, Delaware County, Ohio, at the offices of the Delaware County Regional Sewer District, 1610 State Route 521, Delaware, Ohio 43015 until **2:00 pm on Friday, October 23, 2026** for the cash lease of the County's farmland. The land being offered for lease is located at the Lower Scioto Water Reclamation Facility (LSWRF), 6579 Moore Road Delaware, Ohio 43015.

There will be 44 acres, more or less, of cropland at the LSWRF as denoted by the Delaware County GIS Maps, to be offered for rent for one (1) crop season from April 1, 2027, with options to renew for three (3) additional one (1) year terms. Payment of one half of the annual rent shall be made on or before April 1st and the remaining one half of the annual rent shall be made by November 1st of each crop season. The notice of intent to exercise the options to extend the lease for one year period is to be submitted to the County Commissioners in writing by November 1st preceding the crop year for the extension. The lease shall be exclusively for use of land for crop purposes and does not provide for use of buildings, utilities or pasturing livestock.

This Notice is published and bid blanks may be obtained online at https://co.delaware.oh.us/ under the heading "Public Notices and Bids" or from the Delaware County Regional Sewer District, 1610 State Route 521, Delaware, Ohio 43015 during the hours of 8:00 am to 4:30 pm.

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 No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.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

Regional Sewer District

<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 44 acres, more or less, of farmland at the Lower Scioto Water Reclamation Facility Delaware, Ohio. My maximum offer is the rate of $ _____ per acre for a crop year period.

I further understand that the cash lease will be offered to the bidder with the highest maximum rate per acre. In the event of a tie, the Board's representative will negotiate with all parties submitting the highest rate per acre and only one cash lease will be awarded.

_____
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 Regional Sewer District
1610 State Route 521
PO Box 8006
Delaware, Ohio 43015

Bids will be opened and publicly read on: **Friday October 23, 2026 at 2:00 pm.** 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 _____, 2026, 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 44 acres of used for agricultural use, and described real estate as identified in "Exhibit A" and situated in Concord Township and further described as Cropland of Delaware County Lower Scioto Water Reclamation Facility Farm except for the following reservations: Buildings, Pasture Land, Barn and Feedlots.

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 2027 crop year beginning on the 1st day of April 2027, at 12:00 p.m. (noon) and ending on December 31, 2027, or ten days after the crops are removed, whichever comes first.

Said lease is thereafter renewable for three (3) 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 November 2027 (for the 2028 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 December 15th of 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 tillable acre.

One-half of the annual rent shall be due and payable at the Delaware County Regional Sewer District, 1610 State Route 521, Delaware, Ohio 43015 on or before April 1, 2027; the remaining one-half of the annual rent is due and payable on or before November 1, 2027 for the crop year. Rent in any renewal period will be due in the same manner on or before April 1st and November 1st for the year 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 Conservation District and the USDA Natural Resource Conservation Service.

SECTION VI. SYSTEM OF FARMING AND SOIL MAINTENANCE

The tenant is encouraged to farm the property in accordance to the Resource Management System Conservation Plan developed by the USDA Natural resource Conservation Service and the Delaware Soil & Water Conservation District and adopted by the Board of Commissioners, and in addition, provided that the tenant does not do any of the following: plow identified surface drainage courses, cut straw on fields planted to wheat or oats after harvest, use any herbicides, pesticides, and/or use fertilizers that have any residual carry-over into the next crop. Straw cut during harvest may be removed from fields.

A crop rotation of soybeans, winter wheat and corn is encouraged to be used.

The tenant shall not use the property that is subject of this lease for the pasturing of livestock or the production of sod or turfgrass that removes topsoil. 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 Regional Sewer District office.

At the end of the renewal period or the end of the original lease if the tenant does not exercise their option to renewal, the tenant shall allow access to the property to any new tenant for the no-till planting of wheat immediately after the harvest of soybeans if applicable.

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.

Board of Commissioners
Delaware County, Ohio

_____
Jeff Benton, President of the Board
Pursuant to Resolution No. 11-137 and
Resolution No. 26-_____

Witness to signature:

_____ _____
Tenant

Approved as to form:

_____
General Counsel
Board of County Commissioners
Delaware County, Ohio



Exhibit A: Farm Land Lease Location