

LEGAL NOTICE

The Village of Greenfield is accepting sealed bids for lease of ± 175 acres of agricultural land located in the Village's Industrial Park commonly known as Greenfield farm 6685, tract 9589. This lease is on cash rent basis only for farming/agricultural purpose, commencing no later than 1/1/2024 and will expire on 12/31/2026, unless otherwise terminated. Additional details are available at the City Manager's office (937) 981-3500. All bids must be sealed and marked on the outside envelope as "Cash Rent – Industrial Park" and are to be delivered to the Greenfield City Manager's office, 300 Jefferson Street, Greenfield, Ohio 45123 by 1:00 P.M. on Tuesday, October 3, 2023, at which time they will be opened. The successful bidder, if any, shall be notified as soon thereafter as is convenient. The Village reserves the right to waive any minor defects in the bids and reserves the right to reject any and all bids. This publication is posted per R.C. 721.01, R.C. 721.03, and R.C. 7.16 on the following web sites: www.greenfieldohio.net and www.timesgazette.com. Advertisement is made available by Village of Greenfield, Sherry Parker, Clerk of Council, 300 Jefferson Street, Greenfield, Ohio 45123 (937) 981-3500, sparker@greenfieldohio.net

Publish 8/30, 9/6, 13, 20, & 27

VILLAGE OF GREENFIELD
RENT OF AGRICULTURAL LAND AT THE
VILLAGE'S INDUSTRIAL PARK
GREENFIELD, OHIO

BID INSTRUCTIONS AND GENERAL REQUIREMENTS

DESCRIPTION & SUBMISSION OF BID

Sealed bids are being accepted for the rent of 175 acres (more or less) of agricultural land located in the Village's Industrial Park. This lease is cash rent basis only for farming/agricultural purpose, and will expire on 12/31/2026, unless otherwise terminated. All bids must be sealed and marked on the outside envelope as "Cash Rent – Industrial Park" and are to be delivered to the Greenfield City Manager's office, 300 Jefferson Street, Greenfield, Ohio 45123 by 1:00 P.M. on Tuesday, October 3, 2023, at which time they will be opened.

BID AWARD

The successful bidder, if any, shall be notified as soon thereafter as is convenient. The Village reserves the right to waive any minor defects in the bids and reserves the right to reject any and all bids.

TERM OF LEASE

Lease shall begin January 1, 2024, and end December 31, 2026 on a triple-net basis at which time the Premises, together with any crops growing or otherwise on the Premises shall revert to the Lease Holder free and clear of any Lessee, assigns or creditors. The Village may terminate this lease for any reason or no reason at all, upon sixty (60) days written notice to the successful bidder. If the Village terminates this Lease, it shall refund Lessor the pro rata share of all lease payments already made for all months after termination. In addition, the Village reserves the right to unilaterally amend the lease by shrinking or reducing the size of the leased premise upon sixty (60) days written notice to the successful bidder. If the Village takes advantage of this provision, it shall refund Lessor the pro rata share of all lease payments already made for all months after termination, and the Parties shall amend the lease to include a new property description and a new rent schedule based upon the original bid price per acre and the amended acreage.

CASH RENT

The Lessee will lease for the raising of crops approximately 175 acres aforesaid and pay to the Lease Holder cash rent in an amount payable on a per acre basis.

PAYMENT TERMS

The cash rent shall be due each year and payable as follows:

<u>Due Date</u>	<u>Amount</u>
March 31 st	50%
November 30th	50%

INSURANCE/PROPERTY TAX

Lessee shall be responsible for the annual payment of property taxes (approximately \$4,661.00). The Lessee shall secure from a good and responsible company or companies doing insurance business in the State of Ohio and maintain during the term of lease, liability insurance in the minimum amount of \$300,000.00 for loss from an accident resulting in bodily injury to or deaths of persons, or loss from an accident resulting in damage to or destruction of property. It is at the sole discretion of the Lessee to carry insurance on his personal property and/or crops.

HUNTING & FISHING

No hunting shall be permitted on said leased property. Any fishing rights shall be at the sole discretion of the Lessee.

OPERATION

Lessee agrees to use generally accepted agricultural practices and procedures for the preparation, planting, cultivating and harvesting of any crops, and shall obey all laws including application of fertilizers, pesticides, herbicides and combinations of these, and any erosion control laws applicable.

RIGHT OF ENTRY

The Lease Holder reserves the right to enter the premises at any time for any reason and shall compensate the Lessee at fair market value for any damages caused to crops resulting from said entry.

EXPENSES

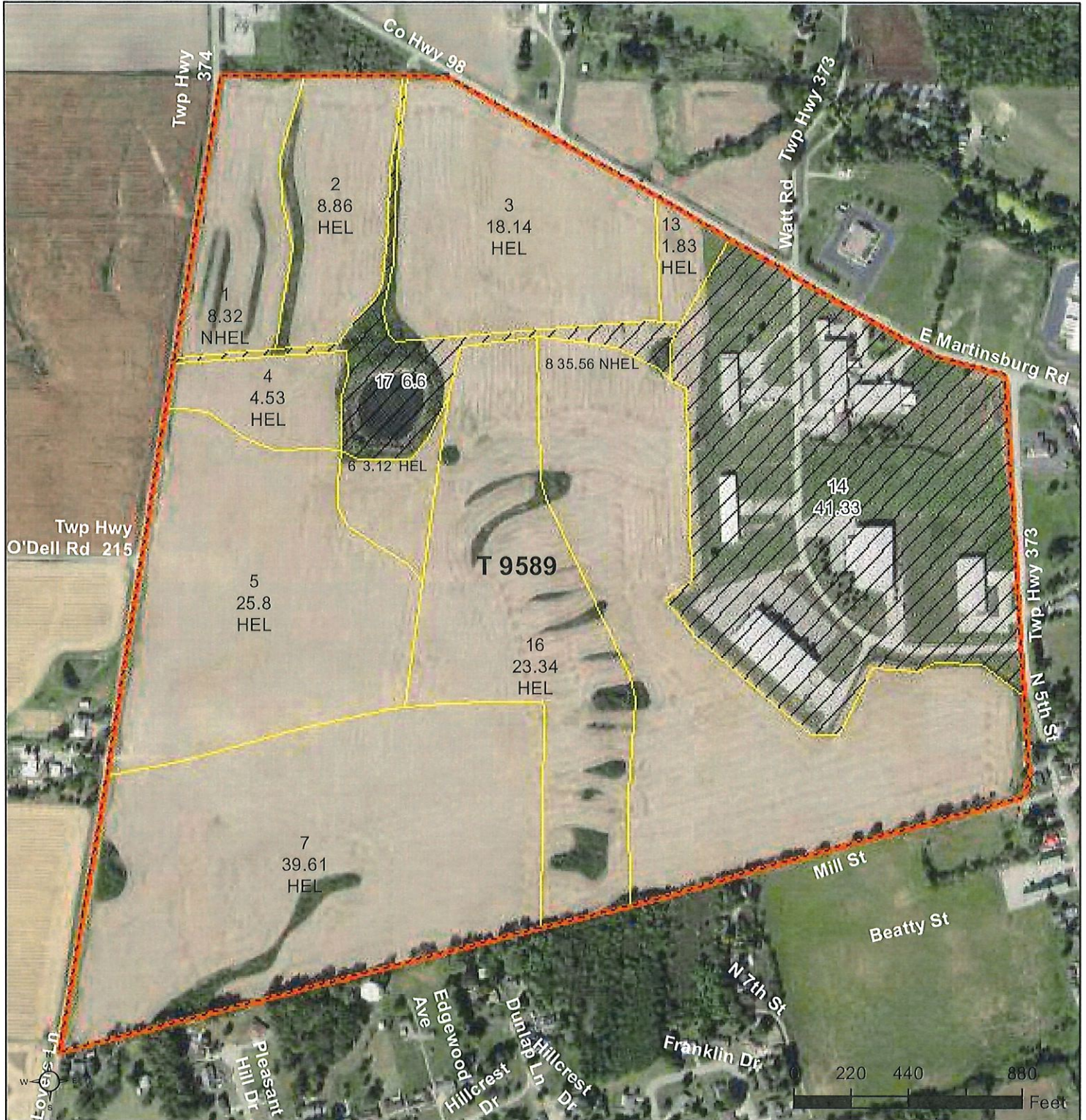
No expenses shall be incurred by the Lessee for or on account of the Lease Holder without first obtaining written permission from the Lease Holder. The Lessee agrees to take no actions that might cause a mechanic's or other lien to be imposed upon the Real Estate and agrees to indemnify the Lease Holder if actions are taken by the Lessee that result in such a lien being imposed.

TRANSFER OF INTEREST

The Lessee agrees not to lease or sublet any part of the Real Estate nor assign this lease to any other person, nor sublease any or all of the property described herein without prior written permission of the Lease Holder.

CHANGES IN LEASE TERMS

The conduct, representation, or statement of either party, by act or omission shall not be construed as a material alteration of this lease until such provision is reduced to writing and executed by both parties as an addendum to this lease.



Common Land Unit Tract Boundary

- Non-Cropland
- Cropland

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

All of the following are true unless otherwise indicated:
 All Crops=NI All Crops=GR
 Corn=YEL Soybeans=COM
 Wheat=SRW

Highland County Farm Service Agency
 514 Harry Sauner Rd - Suite 4
 Hillsboro, OH 45133
 937-393-1921 (p)
 855-835-8354 (f)

2020 Program Year
 Map Created April 21, 2020

Farm 6685
Tract 9589

Tract Cropland Total: 169.11 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).