

**SEALED BID FOR LEASE OF COUNTY HOME LAND**

**DURATION:**

The duration of the proposed Lease shall be for one (1) year expiring February 28, 2024, with a one year renewal option if the Commissioners choose not to go out for bid. If no notice of termination is received by March 1, then the lease will automatically renew under the same terms and conditions as set forth in the lease agreement for another year.

**LAND DESCRIPTION:**

Consisting of approximately 51 acres more or less of real estate in Section 31 in Gilead Township, Morrow County, Ohio, and being on the north side of U.S. Route 42 at the intersection of County Road 76 on the east side of said county road, hereinafter known as the "farm".

The following property is specifically excluded and not considered part of the farm for rental purposes:

All of the buildings, house and barn and the approximately seventeen (17) acres more or less where they are located. (51 tillable acres + 17 excluded = parcel of approximately 68 acres)

**REQUIREMENTS:**

The FSA wheat and corn acreage must be preserved. the land shall be farmed in a manner that is consistent with the good fertility and conservation practices.

The cash rent shall be paid annually as specified in article 4 of the lease agreement, commencing within two (2) weeks after the bid is accepted and the dates thereafter or the bid acceptance will be considered null and void.

I hereby state that I understand, and will abide by, the above mentioned matters as well as all matters set forth in the Legal Notice and Lease which are incorporated herein by reference.

\_\_\_\_\_  
Signature

Bid: \$ \_\_\_\_\_ flat amount

\_\_\_\_\_  
Printed Name

Bid: \$ \_\_\_\_\_ per acre (51)

Address:  
\_\_\_\_\_

\_\_\_\_\_  
City & State                      Zip Code

**\*\* Please put in a sealed envelope with "County Home Bid" on the outside.**  
**Bid Opening: 9:30 a.m.. February 15, 2023**

MT. GILEAD VILLAGE  
 PG-36B COUNTY HOME ANNEXATION

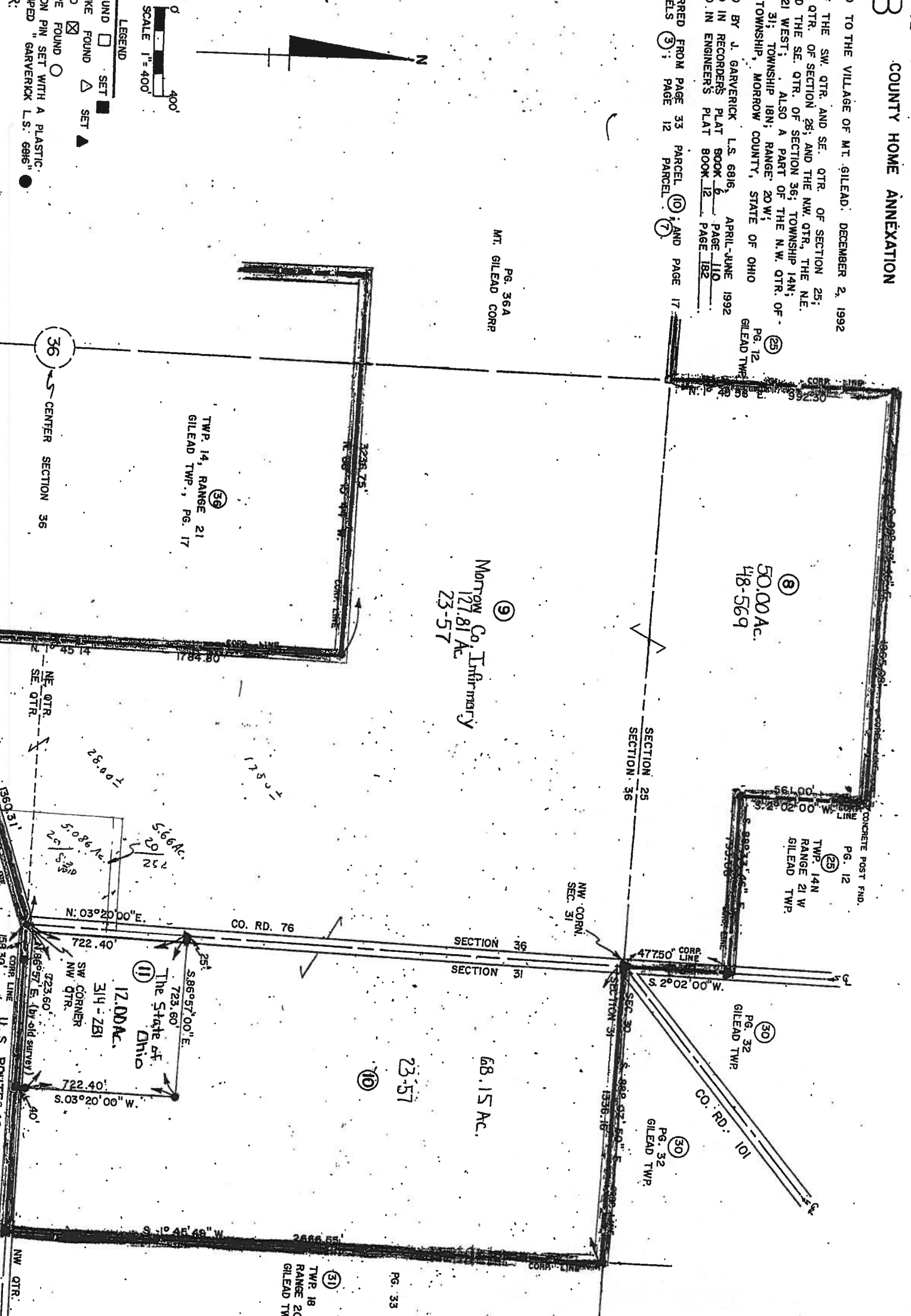
ANNEXED TO THE VILLAGE OF MT. GILEAD, DECEMBER 2, 1992

PART OF THE SW. QTR. AND SE. QTR. OF SECTION 25;  
 THE SE. QTR. OF SECTION 26; AND THE NW. QTR., THE NE.  
 QTR., AND THE SE. QTR. OF SECTION 36; TOWNSHIP 14N;  
 RANGE 21 WEST; ALSO A PART OF THE N.W. QTR. OF  
 SECTION 31; TOWNSHIP 18N; RANGE 20W;  
 GILEAD TOWNSHIP, MORROW COUNTY, STATE OF OHIO

SURVEYED BY J. GARVERICK L.S. 6816 APRIL-JUNE 1992  
 RECORDED IN RECORDER'S PLAT BOOK 6 PAGE 110  
 RECORDED IN ENGINEER'S PLAT BOOK 12 PAGE 182

TRANSFERRED FROM PAGE 33 PARCEL 10 AND PAGE 17  
 PARCELS 31 AND PAGE 12 PARCEL 7

PG. 36A  
 MT. GILEAD CORR.



LEGEND

- P/K NAIL FOUND  SET
- RAILROAD SPIKE FOUND  SET
- STONE FOUND  SET
- IRON PIN/PIPE FOUND
- 5/8 INCH IRON PIN SET WITH A PLASTIC CAP STAMPED "GARVERICK L.S. 6816"

LEGAL DISCLAIMER:

*Sample  
Lease*

**LEASE AGREEMENT  
COUNTY HOME FARM**

This Lease is entered into this \_\_\_ day of February, 2023 between the Morrow County Commissioners, landlord, hereinafter known as “the Landlord,” and \_\_\_\_\_, hereinafter known as “the Tenant.”

**1. PROPERTY DESCRIPTION**

The Landlord hereby leases to the Tenant, to occupy and use for farming purposes, certain tillable acres which are more fully described as follows:

Consisting of approximately 51 acres more or less of real estate in Section 31 in Gilead Township, Morrow County, Ohio, and being on the north side of U.S. Route 42 at the intersection of County Road 76 on the east side of said county road, hereinafter known as the “Farm.”

The following property is specifically excluded and not considered part of the farm for rental purposes:

All of the buildings, and approximately seventeen (17) acres where they are located.

A plat map is attached hereto as Exhibit “A.” The leased ground is marked on the plat map as “Leased Ground.” A legal description of the leased ground is attached hereto as Exhibit “B.”

**2. GENERAL TERMS OF LEASE**

**A. Term.**

The term of this Lease shall be one (1) year, commencing on the 1st day of March 2023 and ending on the 28<sup>th</sup> day of February 2024.

**B. Amendments.**

Amendments and alterations to this Lease shall be in writing and shall be signed by both the Landlord and Tenant.

**C. No Partnership Created.**

This Lease shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent, except as specifically provided in this Lease.

**A. Binding on Heirs**

The terms of this Lease shall be binding upon the heirs, executors, administrators, assigns and successors of both Landlord and Tenant in like manner as upon the original parties, except as provided by mutual written agreement otherwise or as set forth hereinafter.

**B. Transfer of Property**

If the Landlord should sell or otherwise transfer title to the farm, it will do so subject to the provisions of this Lease, except as set forth in Paragraph 8 hereinafter.

**7. TERMINATION OF LEASE PRIOR TO EXPIRATION DATE**

The Landlord may terminate this lease for any reason by giving thirty days' notice to tenant. The Landlord may terminate the lease for all or part of the grounds described in Paragraph 1. Damages for termination will be determined by the amount of acreage under cultivation and that is subject to termination. The Landlord will pay for the loss of crops based upon the prior year's yield per acre. The price will be determined upon the average per bushel price for the type of crop under cultivation for the preceding year in Morrow County, Ohio.

By way of example, the Landlord terminates use of a five-acre tract. Whatever the average yield was for the entire tract must be used to determine the loss of the five-acre tract. The average per bushel price for that type of crop in Morrow County, Ohio from the preceding year will determine the loss that will be paid by the Landlord.

Notices shall be sent to the following addresses:

- 1. **LANDLORD**  
Morrow County Board of Commissioners  
80 North Walnut Street, Suite A  
Mt. Gilead, Ohio 43338
- 2. **TENANT**

**8. AUTOMATIC RENEWAL**

If either party wants to terminate the lease, they must notify the other party on or before March 1. If no notice of termination is received by March 1, then the lease will automatically renew under the same terms and conditions as set forth in this document for another year.

**9. ARBITRATION OF DIFFERENCES**

Any difference between the parties as to their several rights or obligations under this lease that are not settled by mutual agreement after thorough discussion, shall be submitted for arbitration to a committee of three disinterested persons, one selected by each party hereto and the third by the two thus selected. The committee's decision shall be accepted by both parties.

Executed in duplicate on the date above written.

\_\_\_\_\_  
Tenant -

\_\_\_\_\_  
Jon Mason

\_\_\_\_\_  
Timothy R. Siegfried

\_\_\_\_\_  
Tim D. Abraham  
MORROW COUNTY COMMISSIONERS

C. **Right of Entry**

The Landlord reserves the right of itself, its agents, its employees, or its assigns to enter the farm at any reasonable time for purposes (a) of consultation with tenant (b) of making repairs, improvements, and inspections; and (c) after notice of termination of the Lease is given, of performing customary seasonal work, none of which is to interfere with the Tenant in carrying out regular operations.

D. Tenant shall comply with all laws in the conduct and operation of its business on the premises.

E. Tenant may not assign this Lease or sublet the farm in whole or in part without prior written approval and consent of Landlord.

F. Lessee shall assume the risk and obligation of obtaining water for use at the leased premises, if desired.

3. **OPERATION AND MAINTENANCE**

A. The Tenant Agrees:

(1) Not to assign his right and duties under this Lease without the written consent of the Morrow County Commissioners.

B. The Landlord Agrees: To furnish the farming ground. The Tenant will be solely responsible for all operation and maintenance of the leased farm ground during the lease period.

A. Both parties agree:

(1) Not to obligate the other party. Neither party hereto shall pledge the credit of the other party hereto for any purpose whatsoever without the consent of the other party. Neither party shall be responsible for the debts or liabilities incurred of the other party, or for damages caused by the other party.

4. **RENTAL CALCULATIONS**

The Tenant agrees to pay \$\_\_\_\_\_ annually for the use of approximately 51 acres. Said annual rental payment shall be made on or before the 1st day of April 2023.

5. **INSURANCE**

The Tenant agrees to obtain and keep in force and effect during the term of this Lease, liability insurance in the amount of at least \$300,000. Tenant shall agree to hold Landlord harmless for any and all damages which it may sustain or incur incidental to its use of the property or in any way connected with the property, except for intentional wrongs or negligence of the Landlord.

6. **OIL AND GAS LEASE**

The Landlord may, during the term of this Lease, enter into an oil and gas lease which may affect the farming operations of tenant. Tenant shall be compensated for losses in a manner agreed to by the parties or the matter shall be submitted to arbitration.

STATE OF OHIO:

SS

MORROW COUNTY

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me the undersigned, a Notary Public of said State, personally appeared Jon Mason, Timothy R. Siegfried and Tim D. Abraham to me known to be identical persons named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed in their capacity as Morrow County Commissioners.

\_\_\_\_\_  
Notary Public