

BID FORM FOR EATON FARM
(FSA #1230)

Date: _____

Bidder: _____
(Please Print)

Signature: _____

Address: _____

BID: Rate of _____ per acre totaling _____ per year.

This form must be signed and returned as your bid to the Paulding County Commissioners' office in a sealed envelope marked "EATON FARM (FSA #1230)" and addressed to the Clerk of the Board no later than 11:00 a.m. on August 2, 2023.

EATON FARM LAND DESCRIPTION (FSA #1230)

TRACT NO. 1: A part of the West fraction of the South East Quarter (1/4) of Section One (1), Township Three (3) North, Range Two (2) East, Crane Township, bounded as follows: Commencing at the Southeast corner of said fraction where the South section line intersects the westerly bank of the Maumee River; thence running west along said Section line to the half mile stake thereon; thence North to land sold to Peter Demorte, said land sold being 44 acres of equal width off the entire North end of said Southeast Quarter (1/4) of said Section One (1); thence East along the Southerly line of said 44 Acres to the East Section of line of said Section One (1); thence South along said East Section line to the bank of the Maumee River; thence up along said river to the place of Beginning containing 72 acres, more or less.

TRACT NO. 2: The Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section One (1), Township Three (3) North, Range Two (2) East, Crane Township, containing 40 acres, more or less.

TRACT NO. 3: The Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section One (1), Township Three (3), Range Two (2) East, Crane Township, containing 40 acres, more or less.

TRACT NO. 4: The Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section One (1), Township Three (3) North, Range Two (2) East, Crane Township, containing 40 acres, more or less.

TRACT NO. 5: 44 acres of equal width off the entire north side of the Southeast fractional quarter (1/4) of Section One (1), Township Three (3) North, Range Two (2), East, Crane Township.

TRACT NO. 6: The East Half (1/2) of the Northeast fractional Quarter (1/4) of Section One (1), Township Three (3) North, Range Two (2) East, Crane Township, containing 87 acres more or less. Containing in all 323 acres, more or less, 250.7 tillable acres.

SPECIFICATIONS

EATON FARM (FSA #1230)

Description of tracts in lease agreement

Cash rent per acre

Two (2) annual payments:

1. Half April 1st of each year
2. Half November 1st of each year

Three (3) year lease

Lessee shall maintain best management practices on crop rotation

Farm crop plan to be filed by February 15th of each year

Lessee responsible for mowing and maintaining waterways, roadside ditches and lanes

Lessee responsible for care and upkeep of tile and tile ends. County to pay for materials.

Lessee required to sign a lease agreement. Term of agreement to begin on September 1st, 2023, and ending August 31st, 2026.

LEASE AGREEMENT - EATON FARM

THIS LEASE, made this _____ day of _____ 2023, between the BOARD OF COUNTY COMMISSIONERS of Paulding County, Ohio, Lessor and _____, Lessee:

WITNESSETH: The said Lessor, in consideration of the rents and covenants hereinafter contained, and by said Lessee to be paid and performed, hereby leases in the County of Paulding and the State of Ohio, to-wit:

TRACT NO. 1: A part of the West fraction of the South East Quarter (1/4) of Section One (1), Township Three (3) North, Range Two (2) East, Crane Township, bounded as follows: Commencing at the Southeast corner of said fraction where the South section line intersects the westerly bank of the Maumee River; thence running west along said Section line to the half mile stake thereon; thence North to land sold to Peter Demorte, said land sold being 44 acres of equal width off the entire North end of said Southeast Quarter (1/4) of said Section One (1); thence East along the Southerly line of said 44 acres to the East Section line of said Section One (1); thence South along said East Section line to the bank of the Maumee River; thence up along said river to the place of beginning containing 72 acres, more or less.

TRACT NO. 2: The Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section One (1), Township Three (3) North, Range Two (2) East, Crane Township, containing 40 acres, more or less.

TRACT NO. 3: The Southeast Quarter (1/4) of the Northwest Quarter (1/4) of Section One (1), Township Three (3), Range Two (2) East, Crane Township, containing 40 acres, more or less.

TRACT NO. 4: The Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section One (1), Township Three (3) North, Range Two (2) East, Crane Township, containing 40 acres, more or less.

TRACT NO. 5: 44 acres of equal width off the entire north side of the Southeast fractional quarter (1/4) of Section One (1), Township Three (3) North, Range Two (2), East, Crane Township.

TRACT NO. 6: The East Half (1/2) of the Northeast fractional Quarter (1/4) of Section One (1) Township Three (3) North, Range Two (2) East, Crane Township, containing 87 acres more or less. Containing in all 323 acres, more or less.

The term of this agreement shall begin on September 1, 2023 subject to completion of harvesting of the 2023 growing crops by current tenant and ending on August 31, 2026, subject to the harvesting of the 2026 growing crops.

This Agreement may be renewed for one (1) additional year at the option of the Lessor, with said option to be exercised by the Lessor prior to July 1, 2026.

Upon the following terms and conditions:

1. Half (1/2) of the cash rent shall be due on or before April 1st, of each year beginning April 1, 2024 and half (1/2) on or before November 1st, of each year, beginning November 1st, 2024 and each April and November thereafter during the term of this lease at the rate of \$_____ per acre for 250.7 tillable acres, totaling \$_____ per year.
2. Lessee shall maintain best management practices on crop rotation.
3. Lessee shall mow and maintain all waterways, the cemetery adjacent to the crop land, ditches, lanes and roadside free of weeds and brush with a minimum or a six (6) foot filter strip on all ditches. Lessee shall be responsible for care and upkeep of tile and tile ends and the County shall pay for these materials and labor. Lessee shall seek approval of Lessor if total cost to repair exceeds \$100.00.
4. An SCS conservation plan will be followed. And deviation must be approved in writing by Lessor, The Farm Service Crop bases must be maintained and certified yearly to Lessor.
5. In the event of default, on the part of Lessee, Lessor may sub-lease the premises to any individual of Lessor's choosing at such terms and under such conditions as Lessor deems appropriate.
6. Lessee shall not assign this Lease or underlet said premises or any part thereof.
7. A farm crop plan will be filed by February 15, 2024 and each year thereafter in the Lessor's office located at 451 McDonald Pike Paulding, OH 45879.
8. All government payments shall be paid to Lessee available subject to availability from the Farm Services office.
9. Lessor does not guarantee PFC payment or the amount of any payment in connection with government payments.
10. Lesser acknowledged that this Lease is for crop land only and does not entitle Lessee to use any buildings on said land being leased.
11. Lessees are prohibited from applying manure unless prior agreement with Lessor on this land during the term of this lease. Lessees are prohibited from using this land to produce corn and wheat silage.
12. Lessee shall not cut or harvest any timber on the real estate herein.

In the event Lessee shall fail to keep and perform any of the terms, agreements and covenants in this Lease of Lessee's part to be kept and performed; it shall be lawful for said Lessor enter into said premises to re-enter and the same to have again and repossess as in the Lessor's first and former estate; and thereupon this Lease and everything therein contained on the said Lessor's behalf to be done and preformed shall cease, terminate and be void; without prejudice, however, to the right of said Lessor to recover from said Lessee all damages occasioned by the default of said Lessee in the performance of any of the covenants of this Lease on Lessee's part to be preformed or occasioned by the act or negligence of Lessee's agents or servants.

IT IS MUTUALLY covenanted and agreed by and between said Lessor and said Lessee as follows:

Said Lessor covenants and agrees with said Lessee, that said Lessee, paying the rents and observing and keeping the covenants of this Lease's part to be kept, shall lawfully, peaceable and quietly hold and occupy said premises during said term, without any hindrance or molestation by said Lessor.

IN WITNESS WHEREOF, the said Lessor and Lessee have hereunto set their hands on the day and first above written.

SIGNED and ACKNOWLEDGED in presence of:

"LESSORS"

PAULDING COUNTY COMMISSIONERS
PAULDING COUNTY, OHIO

By: _____
Mark Holtsberry, Commissioner

By: _____
Mike Weible, Commissioner

By: _____
Lisa McClure, Commissioner

BE IT REMEMBER, that on this _____ day of _____, 2023, before me, the subscriber a notary public in and for said County and State, personally came the above-named Paulding County Board of Commissioners, Mark Holtsberry, Mike Weible and Lisa McClure, and acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Paulding Ohio, the day and year last aforesaid.

Notary Public, State of Ohio
My Commission Expires: _____

“LESSEE”

By: _____

COPY

BE IT REMEMBERED, that on this ____ day of _____, 2023, before me, the subscriber a notary public in and for said County and State, personally came the above named _____, and acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Paulding Ohio, the day and year last aforesaid.

Notary Public, State of Ohio
My Commission Expires: _____

APPROVED AS TO FORM:

Joseph R. Burkard
Prosecuting Attorney