

Legal Notice
Lease of Farmland at Dayspring

A public auction for the lease of 109.50 acres more or less of farmland with supplementary conditions on up to 30 acres annually, for RCWW Bio-Solids (sludge) application; located at Dayspring on St Rt. 545, for calendar years 2024 – 2026 will be held in the office of the Richland County Board of County Commissioners, County Administration Building, 50 Park Ave. East, Mansfield Ohio 44902 on, Tuesday, December 5, 2023 at 10:30 a.m. Lease terms can be reviewed at our office or on line at <https://www.richlandcountyoh.gov/departments/boardofcommissioners/PublicNotice>. The Board of Commissioners reserves the right to reject any and all bids and/or negotiate any term(s) of the lease besides per acre rent. By order of the Richland County Board of County Commissioners.

Advertising Date Sunday, November 5, 2023

LEASE OF DAYSPRING FARM

This is an agreement of lease, as established by resolution the ___ day of _____, 2023 by and between the Richland County Commissioners, hereafter "Lessor" located at 50 Park Avenue East, Mansfield, OH 44902, and _____ whose address is _____ hereafter "Lessee".

The lessor grants to the lessee the following described farm property, situated in Weller Township, Richland County, Ohio and is 109.50 acres, and located adjacent to the Richland County Home (Dayspring Assisted Living) with supplementary conditions on up to 30 acres annually, for Richland County Wastewater Bio-Solids (sludge) application.

This Lease, beginning on January 1, 2024 and ending at Midnight, on December 31, 2026 is for a three (3) year term. The Lessee shall have the option, to be exercised as hereinafter provided, to renew the term of this contract for one additional three (3) year term. The Lessee may exercise its option to renew the contract by notifying the Lessor in writing of its election to renew the contract at least sixty (60) days prior to the expiration of the initial term of the contract. If the Lessee fails to give the Lessor said written notice, the contract shall be cancelled on the termination date described in the agreement.

Both parties shall have the right to terminate this Agreement at the end of any growing season by notifying the affected party of such election not later than sixty (60) days prior to the end of such growing season. As used herein the "growing season" for each year shall be deemed to end on October 31.

The Lessee does hereby agree to the following:

- (1) Pay the yearly rent of \$_____ per acre which is _____. It is due in two equal installments with the first being payable within 30 days upon signing this lease. The second payment will be due November 15th. For subsequent years the payments will be due on April 15th and November 15th.
- (2) Cultivate and manage the farm and premises in a husbandlike manner and they will not plow up any land now in meadow or pasture without consent of Lessor. Use and occupy the premises in a careful, safe, and proper manner, and will carefully control and guard all fires that may be operated thereon.
- (3) Not cut any timber on said premises without prior approval of the Lessor
- (4) Not commit or suffer any waste thereon.
- (5) To take annual soil samples and submit a copy of the results to the office of the Board of Commissioners and Richland County Wastewater by February 25 of each year.
- (6) To replenish nutrient to the agronomy level for small grains as set by the Ohio Agronomy Guide. Related to the application of lime. Lessor will accept responsibility to bring the pH to said agronomy Guide. Related to the application of lime; thereafter, tenant will be responsible to maintain required pH level.

- (7) Not use or occupy said premise for any unlawful purpose.
- (8) Not manufacture or sell, or permit to be manufactured or sold, on this premises any intoxicating liquor.
- (9) Not assign this lease nor underlet said premises nor any part thereof.
- (10) Keep clean, open and free from obstructions, all ditches, drains, water courses and sewer on the farm.
- (11) Will surrender and deliver up the premises at the end of the lease in at least as good an order and condition as it is now.
- (12) Not combined this land with other farms at the Richland County Farm Services Agency office.
- (13) A conservation cropping sequence shall be followed on all cropland to maintain estimated soil loss at or below critical "T" value.
- (14) The cropping system will be determined in consultation between the operator and the Richland County Soil Conservation Service.
- (15) Grass filter strips will be required along all open ditches and streams.
- (16) No crops are to be planted in the fall or other years during this contract without prior approval.
- (17) Shall allow entrance to and exit from the land by Richland County Government Officials or their appointees.
- (18) Shall all land improvements such as surface drainage projects, opened ditches, and tile outlet installation or maintenance by Richland County Government Officials or appointees.
- (19) Acknowledge that should Richland County need to utilize any of this land are for any other use, that use will be precedence over this agreement and adjustments shall be made to this agreement to reflect needed changes in the contract.

Supplementary Conditions:

The Lessee is required to allow Richland County Wastewater to make semi – annual application of County Bio-Solids (Sludge) on up to 30 acres of land per year of acreage presently/hereafter approved by Ohio EPA for Land Application. Bio-Solids (sludge) shall meet Ohio EPA requirements for land application as bio-solids (sludge) liquid injection or solids application. Application will be made by Richland County Wastewater (RCWW) or contracted designee. Lessee will be bound by Ohio EPA regulations, restrictions and management practices for use of acreage where bio-solids (sludge) are utilized.

Throughout the lease period, the Lessee shall maintain a comprehensive insurance program affording as a minimum the coverage specified below. The Lessee shall submit to the Lessor prior to the execution of the lease a Certificate of Insurance that identifies the types and amounts of coverage, and names the Richland County Board of Commissioners as an additional insured. If there is any change in the Lessee's insurance carrier or liability amounts, the Lessee shall supply the Lessor with a new Certificate of Insurance:

Worker's Compensation Coverage: as required by law.

Comprehensive Liability: a minimum of \$1,000,000 single limit occurrence including:

Bodily Injury Liability: all sums which the organization shall become legally obligated to pay as damages because of bodily injury, sickness or disease including death at any time resulting therefrom, sustained by any person other than its employees and caused by occurrence.

Property Damage Liability: all sums which the organization shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence.

Automobile Liability: a minimum of \$1,000,000 single limit occurrence including:

Bodily Injury Liability: all sums which the organization shall become legally obligated to pay as damages because of bodily injury, sickness or disease including death at any time resulting therefrom, sustained by any person other than its employees and caused occurrence, and rising out of ownership, maintenance or use of any automobile.

Property Damage Liability: all sums which the organization shall become legally obligated to pay as damages because of injury to, or destruction of property caused by occurrence and rising out of ownership, maintenance or the use of any automobile.

The Lessee agrees to indemnify and hold harmless the Lessor, its agents, employees or any other person against loss or expense including attorney's fees, by reason of any liability imposed by law upon the Lessor, for damage because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of the Lessee, its employees or agents or any other person. In order to give effect to the intention of the parties in forming this agreement and in order to facilitate all indemnification to the Lessor, the Lessee expressly, intentionally and irrevocably waives any and all employer immunity provided in Section 35, Article II of the Ohio Constitution. It is further understood and agreed that the Lessee shall (at the Option of the Lessor) defend the Lessor with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in the defense of any suit arising hereunder.

The Lessor, hereby covenants and agrees with said Lessees paying the rent and keeping and performing the covenants of this lease on their part to be kept and performed, said Lessees shall peaceably and quietly hold, occupy and enjoy said premise during the term of this contract.

It is agreed that in the event the Lessor terminates this agreement before spring planting, and the Lessee has fertilized in the fall, the Lessor will reimburse the Lessee for the expense of fertilizing upon proper documentation of expenses.

If rent shall remain unpaid for thirty (30) days after it becomes due, and without demand therefore, or if Lessee shall assign or underlet the said premises or nay part thereof without Lessor's consent, or if Lessee fails to keep any of the other promises made herein, Lessor may re-enter and take complete and peaceful possession of the said premises, and with or without process of law, remove all persons therefrom by force or otherwise without being liable on damages therefore. In such event Lessee shall peacefully and

quietly yield up and surrender the said premises to Landlord and remain liable to Lessor for all losses and damages sustained by reason of such default.

It is mutually covenanted and agreed this lease and all covenants, terms and provisions and conditions herein shall inure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the respective parties hereto. However, no assignment by, from through or under the Lessees in violation of the covenants, provisions, terms and conditions thereof, or any of them, shall vest any right, title or interest whatever in the assignee.

Any notices or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by mailing such notices or consent by ordinary mail addressed to the Lessor at: Richland County Board of Commissioners, Richland County Administration Building, 50 Park Avenue East, Mansfield, Ohio 44902 and to the Lessee at: _____ or such other address as may be specified from time to time, in writing, delivered to the other party.

IN WITNESS WHEREOF, the said Lessor and Lessees have hereunto set their hand to duplicates this ____ day of _____, 20__.

LESSEE:

LESSOR:

BOARD OF COMMISSIONERS
RICHLAND COUNTY, OHIO