

## NOTICE FOR BIDS

Notice is hereby given that sealed bids will be received by the Board of County Commissioners, Clinton County, Ohio, Clinton County Administrative Campus, 1850 Davids Drive, Suite 208, Wilmington, Ohio 45177 until the 24th day of September, 2025 at 9:30 a.m. for the lease of certain real property owned by the County. Copies of bid packets, containing maps, and proposed lease forms may be picked up at the office of the Board of County Commissioners of Clinton County, Ohio, Second Floor, Clinton County Courthouse, Wilmington, Ohio.

The proposed lease for each tract is for agricultural purposes only, and provides for a term of three (3) years, commencing on the 1<sup>st</sup> day of January 2026, and ending on the 31<sup>st</sup> day of December, 2028. The rental fee for each tract is to be paid in advance on an annual basis, being due and payable on or before the 31<sup>st</sup> day of January of each year, commencing with January 31, 2026, through and including January 31, 2028. Tenant shall be entitled to possession of the premises beginning January 1, 2026. Tenant shall be responsible for the cost of all inputs, casualty and liability insurance, general maintenance and upkeep. Potential Bidders are invited and encouraged to review the maps and read the proposed leases for other and more specific terms and conditions, as the successful bidder shall be bound by the terms and conditions contained in the proposed lease.

The following are up for bid:

- TRACT 1: Being designated as FSA Farm No. 3795, consisting of approximately 121.67 acres located on US Route 68. Being a 61.76 acre field (no. 6 as designated on FSA map) and a 59.91 acre field (no. 11 as designated on FSA map)
- TRACT 2: Being designated as FSA Farm No. 4807, consisting of approximately 37.64 acres located on State Route 28. Being a 2.30 acre field (no. 4 as designated on FSA map); a 5.81 acre field (no. 13 as designated on FSA map); a 15.07 acre field (no. 12 as designated on FSA map); and 14.46 acre field (no. 16 as designated on FSA map)
- TRACT 3: Being approximately 39.57 acres as designated on FSA Farm Nos. 4854 and 5603. Being an 11.32 acre field (no.6 as designated on FSA map for Farm No. 4854); a 4.14 acre field (part of the 6.61 acre field designated field no. 7 on FSA Map for Farm No.5603); a 14.32 acre field (no. 1 as designated on FSA map for Farm No. 5603); A 2.2 acre field (no. 2 as designated on FSA map for Farm No. 5603); and 7.59 acre field (no. 3 as designated on FSA map Farm No. 5603). An aerial view of the above 4.14 acre tract is provided herein in the bidder packet.

A more complete description of the above tracts can be found in the bidder's packet.

Bids shall be sealed and marked respectively as "Bid for Lease of Tract 1, 2, or 3". Leases will be awarded to the highest and best bidder for each tract. **TRACT 1, 2, AND 3 SHALL BE BID SEPARATELY.** Bids shall be given on **a price per tract basis**, said tracts being approximations of aggregate acreage per farm as provided by the Clinton County Farm Service Agency. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof. The Board of County Commissioners, Clinton County, Ohio reserves the right to reject any and all bids and to waive any bid irregularities.

All bids must be submitted to the Commissioners' Office, Clinton County Administrative Campus, 1850 Davids Drive, Suite 208, Wilmington, OH 45177 by September 24, 2025 at 9:30 a.m.

Lisa Hipke, Clerk  
Board of County Commissioners  
Clinton County, Ohio  
(Weds. Sept. 10 & 17, 2025) WNJ



Please complete the County Farm Lease bid form below.

Return the completed form to the  
Clinton County Commissioners' Office ,  
1850 Davids Drive, Suite 208, Wilmington, Ohio 45177  
No later than 9:30 a.m. Wednesday, September 24, 2025

**BIDDERS MAY CHOSE ANY OR ALL OPTIONS**

**BID FORM**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE HOME: \_\_\_\_\_ CELL: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TRACT #1 \$ \_\_\_\_\_

TRACT #2 \$ \_\_\_\_\_

TRACT #3 \$ \_\_\_\_\_



**CLINTON COUNTY COMMISSIONERS**

Clinton County Administrative Campus  
1850 Davids Drive, Suite 208  
Wilmington, Ohio 45177

Phone: (937) 382-2103

Fax: (937) 383-2884

**Board of Commissioners:**

Brenda K. Woods

Kerry R. Steed

Mike McCarty

**Clerk of the Board:**

Lisa Hipke

**Deputy Clerk:**

April Crank

September 3, 2025

**MEMO**

**TO: ALL RECIPIENTS OF THE CLINTON COUNTY FARM BID  
PACKETS**

**FROM: BOARD OF COUNTY COMMISSIONERS  
CLINTON COUNTY OHIO**

**RE: TRACT #3 COUNTY LEASED FARM #4854**

**THIS MEMO IS TO INFORM YOU THAT DUE TO SECURITY CONCERNS  
RELATIVE TO THE CLINTON COUNTY ADULT DETENTION CENTER,  
LOCATED ON 1645 DAVIDS DRIVE, WILMINGTON, OHIO. NO CORN  
MAY BE PLANTED IN TRACT #3, FARM #4854**

**IF YOU HAVE ANY QUESTIONS OR CONCERNS PLEASE CONTACT OUR  
OFFICE AT 937-382-2103.**

PLEASE INCLUDE A COPY OF YOUR LIABILITY  
INSURANCE AND A CONFIRMATION THAT THE ANY  
OF YOUR OWN PROPERTY TAXES ARE NOT IN  
ARREARAGE. THANK YOU!



Common Land Unit Tract Boundary

- Non-Cropland
- Cropland

Wetland Determination Identifiers

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

Tract Cropland Total: 121.67 acres

2016 Program Year

Map Created February 19, 2016

Farm 3795

Tract 1310

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).

Tract 1



**Common Land Unit**  Tract Boundary  
 Non-Cropland  
 Cropland

**Wetland Determination Identifiers**  
● Restricted Use  
▼ Limited Restrictions  
■ Exempt from Conservation Compliance Provisions

2016 Program Year  
 Map Created February 19, 2016

**Farm 4807**  
**Tract 10132**

**Tract Cropland Total: 37.64 acres**

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*Tract 2*



Common Land Unit Tract Boundary

- Non-Cropland
- Cropland

**Wetland Determination Identifiers**

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

Tract Cropland Total: 11.32 acres

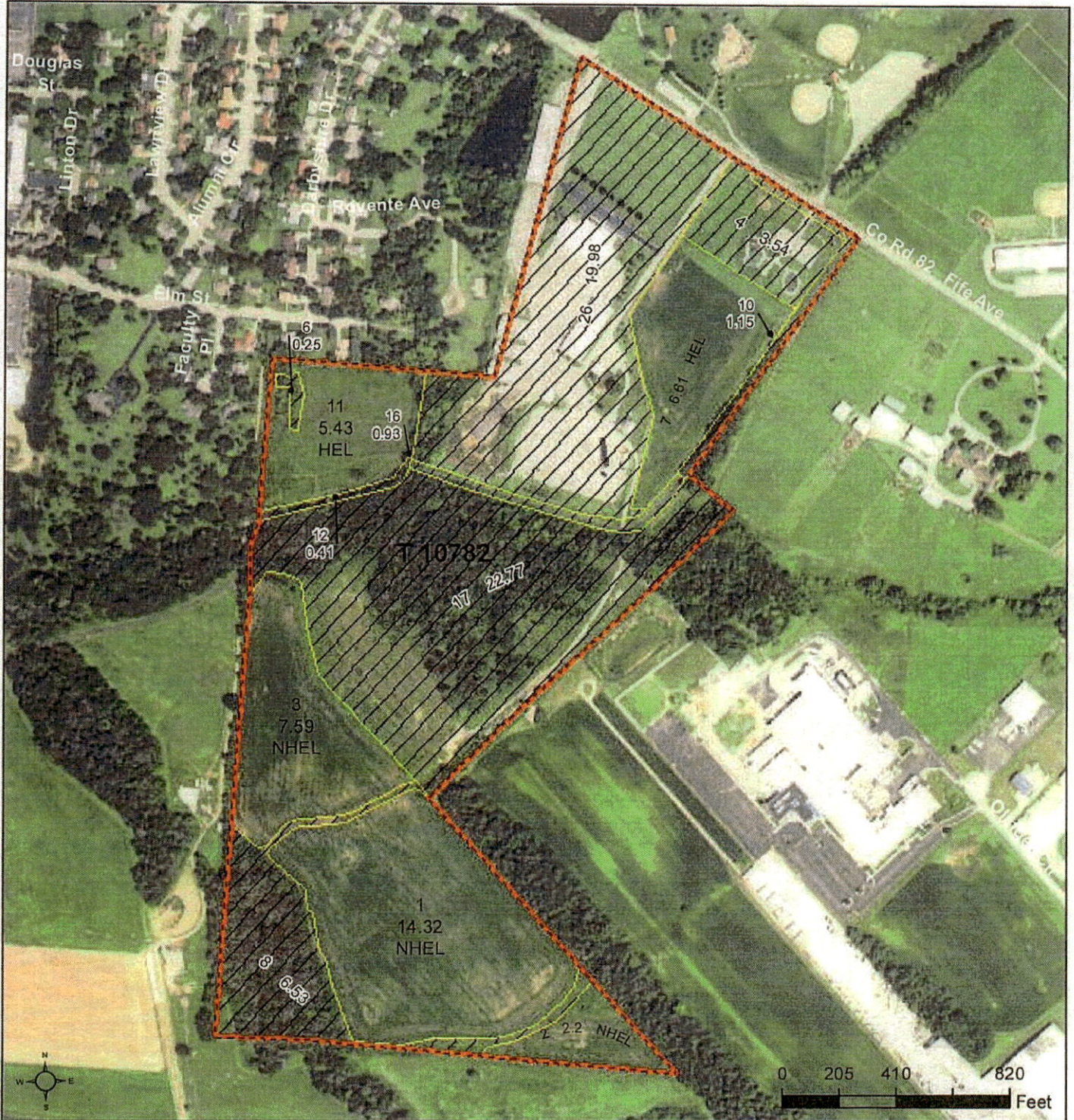
2016 Program Year

Map Created February 19, 2016

**Farm 4854**  
**Tract 10174**

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Tract 3



tj\_2014\_39027\_roads **Common Land Unit**

- Non-Cropland
- Cropland

**2016 Program Year**

Map Created February 19, 2016

**Farm 5603**  
**Tract 10782**

**Wetland Determination Identifiers**

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

**Tract Cropland Total: 36.15 acres**

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*Tract 3*



**Clinton County Commissioners' County Home Farm:  
Little Hearts, Big Smiles Site  
1328 Fife Ave.**

#5603

Tract 3



### FARM LEASE TRACT #1

By this lease, the Board of County Commissioners of Clinton County, Ohio, Clinton County Administrative Campus, 1850 Davids Drive, Suite 208, Wilmington, Ohio, 45177, (hereinafter "Lessor") agrees to let \_\_\_\_\_, (hereinafter "Lessee") occupy and use for agricultural purposes and for no other purposes the following real estate located in Clinton County, Ohio: **TRACT #1 OF APPROXIMATELY 121.67 ACRES BEING DESIGNATED AS FSA FARM NO. 3795 CONSISTING OF APPROXIMATELY 121.67 ACRES LOCATED ON US RTE 68. BEING A 61.76 ACRE FIELD (NO. 6 AS DESIGNATED ON FSA MAP) AND A 59.91 ACRE FIELD (NO. 11 AS DESIGNATED ON FSA MAP).** Any additional information for specific farmland identification shall be available for inspection through the Clinton County Board of Commissioner's Office. Copies of the Farm Services Agency maps are attached hereto, marked AS EXHIBIT A, and incorporated herein by reference. The subject property shall hereinafter be referred to as the "farmlands."

The term of this lease is for a period of three (3) years, commencing on the 1<sup>st</sup> day of January, 2026, through and including the 31<sup>st</sup> day of December, 2028.

1. Lessor agrees, provided that Lessee keeps all of Lessee's obligations under this Lease, that the Lessee shall peaceably and quietly enjoy the premises, during the term, without any hindrance by the Lessor or any persons lawfully claiming under the Lessor.
2. Lessee agrees to pay Lessor, as annual cash rent for the Farmland, the sum of: \$ \_\_\_\_\_. The payment shall be due and payable on or before the 31<sup>st</sup> day of January each year in advance, commencing January 31, 2026, through and including the 31<sup>st</sup> day of January, 2028. Lessee may prepay the rent without penalty thereon. The parties agree that the rent hereunder is based upon the approximate acreage as reflected on the Farm Services Agency maps and no price adjustments shall be made unless the actual acreage is determined to be four (4) acres either more or less than the estimation provided.
3. Lessor agrees to furnish the real property and shall be responsible for any and all taxes on the real property, improvements and any of Lessor's personal property located thereon.

4. Lessee shall be responsible for all the machinery, equipment, and labor necessary to farm the premises properly, along with all inputs, including but not limited to, all seed, inoculation and disease-treatment materials, and fertilizer.
5. In addition to the agreements covered by the foregoing sections of this lease, Lessee further agrees as follows:
  - A. To faithfully cultivate the farm in a timely, thorough, and husband like manner. Lessee agrees that the soil fertility of the farmlands at the end of the term shall be returned to like condition as when Lessee obtained possession at the beginning of the term.
  - B. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair. Not to break up established watercourses or ditches, or undertake any other operation that will injure the farmlands.
  - C. To prevent all unnecessary waste, or loss, or damage to the property of Lessor.
  - D. To keep the farmlands neat and orderly, including mowing the perimeter on a timely basis.
  - E. Not to assign this lease or sublet any part of the premises without the written consent of Lessor.
  - F. Lessee shall keep the farmlands neat and orderly and shall not allow noxious weeds to go to seed on the premises, but to destroy them, and to keep trim the weeds and grass on the roads adjoining the leased premises. Lessee shall further provide appropriate weed control on tilled ground.
  - G. Not to burn cornstalks, straw, or other crop residues grown on the farm, except by written permission of Lessor. Lessee shall leave or spread the material upon the land, and shall not remove from the farm any of the cornstalks, straw or other crop residue like material without the written consent of the Lessor.
  - H. Not to plow pasture or meadowland without written consent of Lessor.
  - I. Not to house automobiles, motor trucks, or tractors on the Farmland except as necessary for seasonal work on the Farmland, and in any event not for more than seven (7) consecutive days, without written permission of Lessor.
  - J. To mow the permanent pasture at least two times during each growing season. Lessee may bale the pasture.
  - K. Not to use the Farmland for any unlawful purpose and that the Lessee will obey all laws, regulations, and orders of all governmental authorities or agencies, respecting the premises.
  - L. That all property which is brought upon the premises during the term shall be the sole risk and responsibility of the Lessee.
6. If the Lessee breaches any of Lessee's agreements, or vacates the premises during the term, makes an assignment for the benefit of creditors, or if the interest of the Lessee in the premises is sold under legal process, or if the Lessee becomes insolvent or bankrupt, this lease

shall terminate, without prejudice, however, to the lessor's right of action for arrears of rent or breach of covenant. In case of any default, the Lessor may relet the premises for the remainder of the term for the highest rent obtainable and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.

If the premises are taken in appropriation proceedings or by any right of eminent domain, then this lease shall terminate. Such taking shall not operate as an eviction of the Lessee or a breach of the Lessor's covenant for quiet enjoyment; and the Lessee shall pay all rent due, and observe all other covenants up to the time when possession is required for public use. If only a part of the premises is taken, and if eight months or more of the term remains unexpired, and if the remaining premises can be substantially restored within thirty days, then, at the option of the Lessee, to be exercised by written notice to the Lessor within fourteen (14) days after possession of the part taken is required for public use, this lease shall not terminate, but the Lessor shall restore the premises, the rent payable by the Lessee during the period of restoration being reduced by a reasonable amount, but after the restoration, the entire rent reserved shall be paid by the Lessee during the remainder of the term. In no event shall the lessee be entitled to any part of the award of damages or compensation, for the taking of the premises, but the Lessor shall receive the entire amount without deduction for any interest of the Lessee.

If all or any part of the farmlands are sold, the Lessor shall advise the Lessee of the sale within ten days of said sale and also advise the buyer prior to said sale that this lease of the farmland is in place.

7. Lessee shall be responsible for any and all damage to the property for which Lessee, or Lessee's employees, agents, assigns or invitees is responsible, with the exception of ordinary wear and depreciation or from acts beyond Lessee's, or Lessee's employees, agents, assigns or invitees' control.
8. Any damage that occurs to the waterways from farming practices will be the responsibility of the lessee and to be returned to the original state.
9. The Clinton County Soil & Water will inspect all farms and waterways on an annual basis and report their findings to the Clinton County Board of Commissioners.
10. Lessor reserves the right of Lessor's employees, agents, assigns, or prospective buyers, to enter upon the leased premises at any reasonable time for the purpose of viewing the premises or making repairs or improvements on the premises, or for plowing or seeding or applying fertilizer after severance of crops in the final year of the lease term, provided that the entry and activity does not interfere with the occupancy of Lessee.
11. Lessee agrees to hold Lessor harmless and keep Lessor free, during the term of this lease, or any renewal or extension period thereof, from any and all liability and claim for damages arising out of injury to persons and property while in or on the leased premises, or the approaches to the premises, or from water or flood damage caused by improper, inadequate, or defective canals and ditches, or works of any kind.
12. Lessee agrees to provide Workers' Compensation insurance for Lessee's employees and agents. Lessee also agrees to hold harmless and indemnify Lessor for any and all claims arising out of any injury, occupational disease, disability or death of Lessee or any of Lessee's employees or

agents. Lessee agrees to maintain a policy or policies of comprehensive general liability insurance with minimum liability limits not less than One Million Dollars (\$1,000,000.00) combined single limit (bodily injury, including death, and property damage) at all times during the term of this Agreement, including any extensions or renewals thereof. Lessee shall provide a certificate of insurance for such coverage(s) to the County on or before the 1<sup>st</sup> day of January each year. The said insurance policies shall include a provision for not less than 30 days written notice to the County in the event of cancellation, non-renewal, expiration or termination for any other reason. Lessee further agrees to hold the County free and harmless from any and all claims for damages of whatsoever nature arising out of or related to the acts or omissions of Lessee, Lessee's employees or agents, under this Agreement.

13. The provisions of this lease are binding on the heirs, executors, administrators, successors and assigns of both Lessor and Lessee in like manner as upon the original parties.
14. This agreement may be modified in writing signed by both parties.
15. The parties agree that no waiver by the Lessor of any condition or covenant, or any breach of any condition or covenant herein, shall be held to be a waiver of any subsequent breach of any covenant or condition, or to permit or excuse its continuance or any future breach or of any other condition or covenant, nor shall the acceptance of rent by the Lessor at any time when the Lessee is in default in the performance or observance of any condition or covenant be construed as a waiver of default or of the Lessor's right to terminate this lease for any existing default.

Notices may be given to either party at their respective addresses set out above by certified U.S. mail. Notice shall be effective upon delivery. Either party may, by written notice to the other, change the address to which any notice required herein may be mailed.

The rights and remedies under this lease shall be cumulative and not exclusive of any other rights or remedies at law or in equity.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2025.

**LESSOR:  
BOARD OF COUNTY COMMISSIONERS  
OF CLINTON COUNTY, OHIO**

By: \_\_\_\_\_  
Brenda K. Woods, President

**LESSEE:  
(NAME),**

**By: \_\_\_\_\_  
(NAME)**

State of Ohio

SS:

County of Clinton

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public, in and for said County, personally came the LESSOR, the Board of County Commissioners of Clinton County, Ohio, by and through Brenda K. Woods, its President, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed and the free act and deed of the Board of County Commissioners of Clinton County, Ohio.

WITNESS my official signature and seal on the day last above mentioned.

\_\_\_\_\_  
NOTARY PUBLIC

State of Ohio

SS:

County of Clinton

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public, in and for said County, personally came the LESSEE, \_\_\_\_\_, Inc. who acknowledged that \_\_\_ did sign the foregoing instrument and that the same is free act and deed.

WITNESS my official signature and seal on the day last above mentioned.

\_\_\_\_\_  
NOTARY PUBLIC

This instrument prepared by Richard W. Moyer, Prosecuting Attorney, Clinton County, Ohio, 103 E. Main Street, Wilmington, Ohio 45177.



## FARM LEASE TRACT #2

By this lease, the Board of County Commissioners of Clinton County, Ohio, Clinton County Administrative Campus, 1850 Davids Drive, Suite 208, Wilmington, Ohio, 45177, (hereinafter "Lessor") agrees to let \_\_\_\_\_, (hereinafter "Lessee") occupy and use for agricultural purposes and for no other purposes the following real estate located in Clinton County, Ohio: **TRACT #2 OF APPROXIMATELY 37.64 ACRES BEING DESIGNATED AS FSA FARM NO. 4807 CONSISTING OF APPROXIMATELY 37.64 ACRES LOCATED ON STATE ROUTE 28. BEING A 2.30 ACRE FIELD (NO. 4 AS DESIGNATED ON FSA MAP); A 5.81 ACRE FIELD (NO.13 AS DESIGNATED ON FSA MAP); A 15.07 ACRE FIELD (NO. 12 AS DESIGNATED ON FSA MAP); AND 14.46 ACRE FIELD (NO. 16 AS DESIGNATED ON FSA MAP).** Any additional information for specific farmland identification shall be available for inspection through the Clinton County Board of Commissioner's Office. Copies of the Farm Services Agency maps are attached hereto, marked AS EXHIBIT A, and incorporated herein by reference. The subject property shall hereinafter be referred to as the "farmlands."

The term of this lease is for a period of three (3) years, commencing on the 1<sup>st</sup> day of January, 2026, through and including the 31<sup>st</sup> day of December, 2028.

1. Lessor agrees, provided that Lessee keeps all of Lessee's obligations under this Lease, that the Lessee shall peaceably and quietly enjoy the premises, during the term, without any hindrance by the Lessor or any persons lawfully claiming under the Lessor.
2. Lessee agrees to pay Lessor, as annual cash rent for the Farmland, the sum of: \$ \_\_\_\_\_. The payment shall be due and payable on or before the 31<sup>st</sup> day of January each year in advance, commencing January 31, 2026, through and including the 31<sup>st</sup> day of January, 2028. Lessee may prepay the rent without penalty thereon. The parties agree that the rent hereunder is based upon the approximate acreage as reflected on the Farm Services Agency maps and no price adjustments shall be made unless the actual acreage is determined to be four (4) acres either more or less than the estimation provided.
3. Lessor agrees to furnish the real property and shall be responsible for any and all taxes on the real property, improvements and any of Lessor's personal property located thereon.
4. Lessee shall be responsible for all the machinery, equipment, and labor necessary to farm the premises properly, along with all inputs, including but not limited to, all seed, inoculation and disease-treatment materials, and fertilizer.

5. In addition to the agreements covered by the foregoing sections of this lease, Lessee further agrees as follows:
  - A. To faithfully cultivate the farm in a timely, thorough, and husband like manner. Lessee agrees that the soil fertility of the farmlands at the end of the term shall be returned to like condition as when Lessee obtained possession at the beginning of the term.
  - B. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair. Not to break up established watercourses or ditches, or undertake any other operation that will injure the farmlands. Lessee will be responsible for all waterway maintenance.
  - C. The Lessor reserves the right to interrupt the lease due to the need for sludge removal from the lagoons located near this property. If interrupted, Lessor would make the necessary changes to the contract and payment schedule.
  - D. To prevent all unnecessary waste, or loss, or damage to the property of Lessor.
  - E. To keep the farmlands neat and orderly, including mowing the perimeter on a timely basis.
  - F. Not to assign this lease or sublet any part of the premises without the written consent of Lessor.
  - G. Lessee shall keep the farmlands neat and orderly and shall not allow noxious weeds to go to seed on the premises, but to destroy them, and to keep trim the weeds and grass on the roads adjoining the leased premises. Lessee shall further provide appropriate weed control on tilled ground.
  - H. Not to burn cornstalks, straw, or other crop residues grown on the farm, except by written permission of Lessor. Lessee shall leave or spread the material upon the land, and shall not remove from the farm any of the cornstalks, straw or other crop residue like material without the written consent of the Lessor.
  - I. Not to plow pasture or meadowland without written consent of Lessor.
  - J. Not to house automobiles, motor trucks, or tractors on the Farmland except as necessary for seasonal work on the Farmland, and in any event not for more than seven (7) consecutive days, without written permission of Lessor.
  - K. To mow the permanent pasture at least two times during each growing season. Lessee may bale the pasture.
  - L. Not to use the Farmland for any unlawful purpose and that the Lessee will obey all laws, regulations, and orders of all governmental authorities or agencies, respecting the premises.
  - M. That all property which is brought upon the premises during the term shall be the sole risk and responsibility of the Lessee.

6. If the Lessee breaches any of Lessee's agreements, or vacates the premises during the term, makes an assignment for the benefit of creditors, or if the interest of the Lessee in the premises is sold under legal process, or if the Lessee becomes insolvent or bankrupt, this lease shall terminate, without prejudice, however, to the lessor's right of action for arrears of rent or breach of covenant. In case of any default, the Lessor may relet the premises for the remainder of the term for the highest rent obtainable and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.

If the premises are taken in appropriation proceedings or by any right of eminent domain, then this lease shall terminate. Such taking shall not operate as an eviction of the Lessee or a breach of the Lessor's covenant for quiet enjoyment; and the Lessee shall pay all rent due, and observe all other covenants up to the time when possession is required for public use. If only a part of the premises is taken, and if eight months or more of the term remains unexpired, and if the remaining premises can be substantially restored within thirty days, then, at the option of the Lessee, to be exercised by written notice to the Lessor within fourteen (14) days after possession of the part taken is required for public use, this lease shall not terminate, but the Lessor shall restore the premises, the rent payable by the Lessee during the period of restoration being reduced by a reasonable amount, but after the restoration, the entire rent reserved shall be paid by the Lessee during the remainder of the term. In no event shall the lessee be entitled to any part of the award of damages or compensation, for the taking of the premises, but the Lessor shall receive the entire amount without deduction for any interest of the Lessee.

If all or any part of the farmlands are sold, the Lessor shall advise the Lessee of the sale within ten days of said sale and also advise the buyer prior to said sale that this lease of the farmland is in place.

7. Lessee shall be responsible for any and all damage to the property for which Lessee, or Lessee's employees, agents, assigns or invitees is responsible, with the exception of ordinary wear and depreciation or from acts beyond Lessee's, or Lessee's employees, agents, assigns or invitees' control.
8. Any damage that occurs to the waterways from farming practices will be the responsibility of the lessee and to be returned to the original state.
9. The Clinton County Soil & Water will inspect all farms and waterways on an annual basis and report their findings to the Clinton County Board of Commissioners.
10. Lessor reserves the right of Lessor's employees, agents, assigns, or prospective buyers, to enter upon the leased premises at any reasonable time for the purpose of viewing the premises or making repairs or improvements on the premises, or for plowing or seeding or applying fertilizer after severance of crops in the final year of the lease term, provided that the entry and activity does not interfere with the occupancy of Lessee.
11. Lessee agrees to hold Lessor harmless and keep Lessor free, during the term of this lease, or any renewal or extension period thereof, from any and all liability and claim for damages arising out of injury to persons and property while in or on the leased premises, or the approaches to the premises, or from water or flood damage caused by improper, inadequate, or defective canals and ditches, or works of any kind.

12. Lessee agrees to provide Workers' Compensation insurance for Lessee's employees and agents. Lessee also agrees to hold harmless and indemnify Lessor for any and all claims arising out of any injury, occupational disease, disability or death of Lessee or any of Lessee's employees or agents. Lessee agrees to maintain a policy or policies of comprehensive general liability insurance with minimum liability limits not less than One Million Dollars (\$1,000,000.00) combined single limit (bodily injury, including death, and property damage) at all times during the term of this Agreement, including any extensions or renewals thereof. Lessee shall provide a certificate of insurance for such coverage(s) to the County on or before the 1<sup>st</sup> day of January each year. The said insurance policies shall include a provision for not less than 30 days written notice to the County in the event of cancellation, non-renewal, expiration or termination for any other reason. Lessee further agrees to hold the County free and harmless from any and all claims for damages of whatsoever nature arising out of or related to the acts or omissions of Lessee, Lessee's employees or agents, under this Agreement.
13. The provisions of this lease are binding on the heirs, executors, administrators, successors and assigns of both Lessor and Lessee in like manner as upon the original parties.
14. This agreement may be modified in writing signed by both parties.
15. The parties agree that no waiver by the Lessor of any condition or covenant, or any breach of any condition or covenant herein, shall be held to be a waiver of any subsequent breach of any covenant or condition, or to permit or excuse its continuance or any future breach or of any other condition or covenant, nor shall the acceptance of rent by the Lessor at any time when the Lessee is in default in the performance or observance of any condition or covenant be construed as a waiver of default or of the Lessor's right to terminate this lease for any existing default.

Notices may be given to either party at their respective addresses set out above by certified U.S. mail. Notice shall be effective upon delivery. Either party may, by written notice to the other, change the address to which any notice required herein may be mailed.

The rights and remedies under this lease shall be cumulative and not exclusive of any other rights or remedies at law or in equity.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2025.

**LESSOR:**  
**BOARD OF COUNTY COMMISSIONERS**  
**OF CLINTON COUNTY, OHIO**

By: \_\_\_\_\_  
 Brenda K. Woods, President

**LESSEE: (NAME)**

By: \_\_\_\_\_

State of Ohio

SS:

County of Clinton

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public, in and for said County, personally came the LESSOR, the Board of County Commissioners of Clinton County, Ohio, by and through Brenda K. Woods, its President, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed and the free act and deed of the Board of County Commissioners of Clinton County, Ohio.

WITNESS my official signature and seal on the day last above mentioned.

\_\_\_\_\_  
NOTARY PUBLIC

State of Ohio

SS:

County of Clinton

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public, in and for said County, personally came the LESSEE, \_\_\_\_\_, who acknowledged that \_\_\_\_\_ did sign the foregoing instrument and that the same is free act and deed.

WITNESS my official signature and seal on the day last above mentioned.

\_\_\_\_\_  
NOTARY PUBLIC

This instrument prepared by Richard W. Moyer, Prosecuting Attorney, Clinton County, Ohio, 103 E. Main Street, Wilmington, Ohio 45177



### FARM LEASE TRACT #3

By this lease, the Board of County Commissioners of Clinton County, Ohio, Clinton County Administrative Campus, 1850 Davids Drive, Suite 208, Wilmington, Ohio, 45177, (hereinafter "Lessor") agrees to let \_\_\_\_\_, (hereinafter "Lessee") occupy and use for agricultural purposes and for no other purposes the following real estate located in Clinton County, Ohio: **TRACT #3 OF APPROXIMATELY 39.57 ACRES BEING DESIGNATED AS FSA FARM NOS. 4854 AND 5603. BEING AN 11.32 ACRE FIELD NO. 6 AS DESIGNATED FSA MAP FOR FARM NO. 4854); A 4.14 ACRE FIELD (PART OF THE 6.61 ACRE FIELD DESIGNATED FIELD NO.7 ON FSA MAP FOR FARM NO. 5603); A 14.32 ACRE FIELD (NO. 1 AS DESIGNATED ON FSA MAP FOR FARM NO. 5603); A 2.2. ACRE FIELD (NO. 2 AS DESIGNATED ON FSA MAP FOR FARM NO. 5603; AND A 7.59 ACRE FIELD (NO. 3 ON FSA MAP FOR FARM NO. 5603).** Any additional information for specific farmland identification shall be available for inspection through the Clinton County Board of Commissioner's Office. Copies of the Farm Services Agency maps are attached hereto, marked AS EXHIBIT A, and incorporated herein by reference. The subject property shall hereinafter be referred to as the "farmlands."

The term of this lease is for a period of three (3) years, commencing on the 1<sup>st</sup> day of January, 2026, through and including the 31<sup>st</sup> day of December, 2028.

1. Lessor agrees, provided that Lessee keeps all of Lessee's obligations under this Lease, that the Lessee shall peaceably and quietly enjoy the premises, during the term, without any hindrance by the Lessor or any persons lawfully claiming under the Lessor.
2. Lessee agrees to pay Lessor, as annual cash rent for the Farmland, the sum of: \_\_\_\_\_. The payment shall be due and payable on or before the 31<sup>st</sup> day of January each year in advance, commencing January 31, 2026, through and including the 31<sup>st</sup> day of January, 2028. Lessee may prepay the rent without penalty thereon. The parties agree that the rent hereunder is based upon the approximate acreage as reflected on the Farm Services Agency maps and no price adjustments shall be made unless the actual acreage is determined to be four (4) acres either more or less than the estimation provided.
3. Lessor agrees to furnish the real property and shall be responsible for any and all taxes on the real property, improvements and any of Lessor's personal property located thereon.

4. Lessee shall be responsible for all the machinery, equipment, and labor necessary to farm the premises properly, along with all inputs, including but not limited to, all seed, inoculation and disease-treatment materials, and fertilizer.
5. In addition to the agreements covered by the foregoing sections of this lease, Lessee further agrees as follows:
  - A. To faithfully cultivate the farm in a timely, thorough, and husband like manner. Lessee agrees that the soil fertility of the farmlands at the end of the term shall be returned to like condition as when Lessee obtained possession at the beginning of the term.
  - B. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair. Not to break up established watercourses or ditches, or undertake any other operation that will injure the farmlands.
  - C. To prevent all unnecessary waste, or loss, or damage to the property of Lessor.
  - D. To keep the farmlands neat and orderly, including mowing the perimeter on a timely basis.
  - E. Not to assign this lease or sublet any part of the premises without the written consent of Lessor.
  - F. Lessee shall keep the farmlands neat and orderly and shall not allow noxious weeds to go to seed on the premises, but to destroy them, and to keep trim the weeds and grass on the roads adjoining the leased premises. Lessee shall further provide appropriate weed control on tilled ground.
  - G. Not to burn cornstalks, straw, or other crop residues grown on the farm, except by written permission of Lessor. Lessee shall leave or spread the material upon the land, and shall not remove from the farm any of the cornstalks, straw or other crop residue like material without the written consent of the Lessor.
  - H. Not to plow pasture or meadowland without written consent of Lessor.
  - I. Not to house automobiles, motor trucks, or tractors on the Farmland except as necessary for seasonal work on the Farmland, and in any event not for more than seven (7) consecutive days, without written permission of Lessor.
  - J. To mow the permanent pasture at least two times during each growing season. Lessee may bale the pasture.
  - K. Not to use the Farmland for any unlawful purpose and that the Lessee will obey all laws, regulations, and orders of all governmental authorities or agencies, respecting the premises.
  - L. That all property which is brought upon the premises during the term shall be the sole risk and responsibility of the Lessee.

6. If the Lessee breaches any of Lessee's agreements, or vacates the premises during the term, makes an assignment for the benefit of creditors, or if the interest of the Lessee in the premises is sold under legal process, or if the Lessee becomes insolvent or bankrupt, this lease shall terminate, without prejudice, however, to the lessor's right of action for arrears of rent or breach of covenant. In case of any default, the Lessor may relet the premises for the remainder of the term for the highest rent obtainable and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.

If the premises are taken in appropriation proceedings or by any right of eminent domain, then this lease shall terminate. Such taking shall not operate as an eviction of the Lessee or a breach of the Lessor's covenant for quiet enjoyment; and the Lessee shall pay all rent due, and observe all other covenants up to the time when possession is required for public use. If only a part of the premises is taken, and if eight months or more of the term remains unexpired, and if the remaining premises can be substantially restored within thirty days, then, at the option of the Lessee, to be exercised by written notice to the Lessor within fourteen (14) days after possession of the part taken is required for public use, this lease shall not terminate, but the Lessor shall restore the premises, the rent payable by the Lessee during the period of restoration being reduced by a reasonable amount, but after the restoration, the entire rent reserved shall be paid by the Lessee during the remainder of the term. In no event shall the lessee be entitled to any part of the award of damages or compensation, for the taking of the premises, but the Lessor shall receive the entire amount without deduction for any interest of the Lessee.

If all or any part of the farmlands are sold, the Lessor shall advise the Lessee of the sale within ten days of said sale and also advise the buyer prior to said sale that this lease of the farmland is in place.

7. Lessee shall be responsible for any and all damage to the property for which Lessee, or Lessee's employees, agents, assigns or invitees is responsible, with the exception of ordinary wear and depreciation or from acts beyond Lessee's, or Lessee's employees, agents, assigns or invitees' control.
8. Any damage that occurs to the waterways from farming practices will be the responsibility of the lessee and to be returned to the original state.
9. The Clinton County Soil & Water will inspect all farms and waterways on an annual basis and report their findings to the Clinton County Board of Commissioners.
10. Lessor reserves the right of Lessor's employees, agents, assigns, or prospective buyers, to enter upon the leased premises at any reasonable time for the purpose of viewing the premises or making repairs or improvements on the premises, or for plowing or seeding or applying fertilizer after severance of crops in the final year of the lease term, provided that the entry and activity does not interfere with the occupancy of Lessee.
11. Lessee agrees to hold Lessor harmless and keep Lessor free, during the term of this lease, or any renewal or extension period thereof, from any and all liability and claim for damages arising out of injury to persons and property while in or on the leased premises, or the approaches to the premises, or from water or flood damage caused by improper, inadequate, or defective canals and ditches, or works of any kind.

12. Lessee agrees to provide Workers' Compensation insurance for Lessee's employees and agents. Lessee also agrees to hold harmless and indemnify Lessor for any and all claims arising out of any injury, occupational disease, disability or death of Lessee or any of Lessee's employees or agents. Lessee agrees to maintain a policy or policies of comprehensive general liability insurance with minimum liability limits not less than One Million Dollars (\$1,000,000.00) combined single limit (bodily injury, including death, and property damage) at all times during the term of this Agreement, including any extensions or renewals thereof. Lessee shall provide a certificate of insurance for such coverage(s) to the County on or before the 1<sup>st</sup> day of January each year. The said insurance policies shall include a provision for not less than 30 days written notice to the County in the event of cancellation, non-renewal, expiration or termination for any other reason. Lessee further agrees to hold the County free and harmless from any and all claims for damages of whatsoever nature arising out of or related to the acts or omissions of Lessee, Lessee's employees or agents, under this Agreement.
13. The provisions of this lease are binding on the heirs, executors, administrators, successors and assigns of both Lessor and Lessee in like manner as upon the original parties.
14. This agreement may be modified in writing signed by both parties.
15. The parties agree that no waiver by the Lessor of any condition or covenant, or any breach of any condition or covenant herein, shall be held to be a waiver of any subsequent breach of any covenant or condition, or to permit or excuse its continuance or any future breach or of any other condition or covenant, nor shall the acceptance of rent by the Lessor at any time when the Lessee is in default in the performance or observance of any condition or covenant be construed as a waiver of default or of the Lessor's right to terminate this lease for any existing default.

Notices may be given to either party at their respective addresses set out above by certified U.S. mail. Notice shall be effective upon delivery. Either party may, by written notice to the other, change the address to which any notice required herein may be mailed.

The rights and remedies under this lease shall be cumulative and not exclusive of any other rights or remedies at law or in equity.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**LESSOR:**  
**BOARD OF COUNTY COMMISSIONERS**  
**OF CLINTON COUNTY, OHIO**

By: \_\_\_\_\_  
**Brenda K. Woods, President**

**LESSEE:**

(NAME)

By: \_\_\_\_\_  
(NAME)

State of Ohio

SS:

County of Clinton

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public, in and for said County, personally came the LESSOR, the Board of County Commissioners of Clinton County, Ohio, by and through Brenda K. Woods, its President, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed and the free act and deed of the Board of County Commissioners of Clinton County, Ohio.

WITNESS my official signature and seal on the day last above mentioned.

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NOTARY PUBLIC

State of Ohio

SS:

County of Clinton

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WITNESS my official signature and seal on the day last above mentioned.

\_\_\_\_\_  
NOTARY PUBLIC

This instrument prepared by Richard W. Moyer, Prosecuting Attorney, Clinton County, Ohio, 103 E. Main Street, Wilmington, Ohio 45177