

## **General Information**

### **1. Farm Description**

*Lincoln Highway Property.* Parcel #28-3400-02-002.00. Located in Richland Township, Allen County, Ohio. The property is comprised of 19 acres, more or less, and is subject to all easements now existing or which the JAMPD may grant in the future.

### **2. Lease Term**

The term of this lease shall be for the period of three (3) years beginning January 1, 2025, and ending December 31, 2027. This lease agreement may be renewed for an additional three (3) year term at the current rate or with adjusted rate (increase only) based on Ohio Department of Agriculture data and agreed upon by both parties.

### **3. Purposes of the Lease**

The Lincoln Highway property will be used for the production of grain crops.

### **4. Cash Rent**

The Bid winner agrees to pay the JAMPD cash rent in the amount what was written and accepted by the Board on the Bid Sheet. Payment will be made on an annual basis, on or before November 15. In the event the cash rent is not paid by the due date(s), interest shall be charged at the rate of 6 percent Annual Percentage Rate, beginning 5 days after the due date until paid. All cash rent will be paid to: "Johnny Appleseed Metropolitan Park District" and either sent by mail or dropped off at the Park Office, 1682 Slabtown Road, Lima, Ohio, 45801.

### **5. Duties of Bid Winner (Operator)**

- a. Prepare the land and plant such crops as agreed on in a timely fashion, as weather conditions permit.
- b. Manage carefully all growing crops and harvest all crops in a timely fashion as weather permits. In the event Operator fails to do so, JAMPD reserves the right, personally or through designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Operator. In the case of termination of this agreement, the Operator shall not perform any fall tillage or incur any other expense for the JAMPD for the following year's crop without prior written consent of the JAMPD.
- c. Farm the land in an efficient and husband-like manner.
- d. Do what is reasonably necessary to control soil erosion including, but not limited to, providing labor and normal farm equipment for the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstaining from any practice which will cause damage to the Real Estate. The Operator's responsibility does not include major reconstruction of such improvements made necessary by normal wear and tear or other natural causes.
- e. Use reasonable efforts to control weeds in fields, fence rows, road ditches, building lots, and all other areas of the farm.
- f. Protect all desirable vegetation, such as grass field borders, grassed waterways, wildlife

cover, shrubs, and trees. Refrain from practices as they relate to the disturbance of permanent vegetation.

- g. Follow a mutually acceptable tillage program for each of the crops planted.  
Such plan shall meet soil conservation and surface residue requirements.
  - h. Conduct soil tests on a regular basis as required by the JAMPD and provide copies of all soil test results to JAMPD.
  - i. Investigate broken and inoperative tile lines and report them to the JAMPD Office.  
Minor repairs to broken tile, tile inlets, and tile outlets shall be the responsibility of the Operator and the expenses for their repair shall be paid by the Operator.
  - j. Comply with all local, state, and federal laws and regulations governing all activities related to the application of pesticides and commercial fertilizers, the cultivation of crops and the compliance thereof. Follow label directions in the handling and application of all chemicals used on the Real Estate, and follow all applicator's licensing requirements. Comply with local, state, and federal laws and regulations pertaining to groundwater contamination, manure disposal, and hazardous waste storage or disposal. Not allow any public use of the land without written consent of the JAMPD.
  - k. Waste (animal, human, or chemical) disposal will not be permitted without permission of the JAMPD. Such disposal must be incorporated into the ground and not spread on the surface.
  - l. Operator must furnish all chemical application records to the JAMPD upon request.
- 6.** JAMPD will pay all taxes, assessments, or other public charges levied or assessed by lawful authority against the Real Estate.
- 7.** Both the Operator and JAMPD will keep their respective property interests reasonably insured against hazards and casualties.
- 8.** JAMPD reserves all rights to any minerals on or underlying the farm.
- 9.** No hunting is permitted on the property.