President

Denny Roudebush

## **COMMUNITY IMPROVEMENT**

CORPORATION

Secretary

Melissa Schaar

Vice President

Michele Catlett



Treasurer

Donald E Leggett II

Incorporated March 5, 1965
119 S. Lisbon St., Suite 201
Carrollton, OH 44615
Phone (330) 627-4869 Fax 330 627-6656

## REQUEST FOR QUOTES (RFQ) FOR LEASE OF CIC FARM LAND

The Community Improvement Corporation of Carroll County (CIC) is accepting quotes from local residents who desire to lease 100+/- acres of farm/crop land owned by the CIC. Interested parties may submit a quote by **Wednesday**, **January 3**, **2024 at 3:00 p.m.** Quotes may be emailed to Melissa Schaar at <a href="mailto:mschaar@carrollcountyohio.us">mschaar@carrollcountyohio.us</a> or Ronald Nuzzolillo at <a href="mailto:mnuzzolillo@carrollcountyohio.us">mnuzzolillo@carrollcountyohio.us</a>. Quotes may also be delivered to Carroll County Commissioners office located at 119 S. Lisbon St., Suite 201, Carrollton, Ohio 44615 (second floor of the Courthouse).

#### **BACKGROUND**

Carroll County has designated the CIC as its agency and instrumentality for industrial, commercial, distribution and research development in the County. The CIC is a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code.

The CIC owns approximately 175 acres of property at the intersection of SR 171, SR 9 and CR 71 in Washington Township, Carroll County. Currently, there are 100+/- acres available to be leased for farming purposes (portion of PPN 34-0000511.000).

### **TERMS OF LEASE**

Please review the 2024 Farm/Crop Lease agreement (Exhibit A) for a complete listing of the conditions and restrictions for this farm/crop lease.

### **RESPONSE TO RFQ**

Please include the following information in your RFQ response:

- 1. Completed Acknowledgement Form (Exhibit B).
- 2. Completed quote form (Exhibit C) for the lease of approximately 100 acres of land, as indicated in the maps marked as Exhibit D and Exhibit E. Quotes are to be submitted in a per acre, per year format.
  - \* No quotes for acreage less than the parcels indicated in Exhibit D and Exhibit E will be accepted.
  - \* No quotes for a term less than one (1) year will be accepted.
- 3. Provide names and contact information for three agriculture-related references. Local references and Farm/Crop Lease references are preferred.
- 4. Evidence of public liability insurance in the amount of \$1,000,000.00.

### **OTHER**

1. Questions may be directed to following:

Denny Roudebush, President 330.936.7441 <u>denny.roudebush@gmail.com</u> Melissa Schaar, Secretary 330.627.4869 <u>denny.roudebush@gmail.com</u> mschaar@carrollcountyohio.us

2. The Carroll County CIC reserves the right to reject any or all quote statements, and to waive any informality, irregularity, or failure to conform to instructions.

# FARM/CROP LEASE

This lease is entered into this day of, 20, between the Community Improvement Corporation of Carroll County located at Carroll County Courthouse, 119 S. Lisbon Street, Suite 201, Carrollton, Ohio 44615 (hereinafter "Lessor") and of					
(hereinafter "Lessee").					
Lessor hereby leases to Lessee, to occupy and use for agricultural and related purposes, the following described real property:					
Land commonly referred to as the "County Home Farm" in Sections 28 and 29, Township 14, Range 5, consisting of approximately <b>100.0</b> acres, situated in Washington Township, Carroll County, Ohio. Lessee shall not be permitted to use the silo and barn.					
The term of this lease shall be for a period of twelve (12) months commencing on the 1st day of January, 2024 and ending on the 31st day of December, 2024, provided however, the Lessee shall be permitted to enter upon the property for a period of three (3) months following the termination of the lease to harvest and remove any crops remaining or stored upon the property. This lease shall not continue from year to year thereafter unless continued in writing by Lessor and Lessee.					
IN THE EVENT ALL OR ANY OF THE PROPERTY IS REQUIRED BY THE LESSOR FOR ANY PURPOSE IN THE FURTHERANCE OF ECONOMIC DEVELOPMENT, INCLUDING ITS OPTION, SALE, TESTING, SAMPLING, SURVEY, OR RENTAL, LESSOR SHALL HAVE THE RIGHT TO TERMINATE THIS LEASE BY PROVIDING THIRTY (30) DAYS ADVANCE WRITTEN NOTICE THEREOF TO THE LESSEE. LESSEE ACKNOWLEDGES LESSOR'S DESIRE TO SELL, LEASE, OPTION, OR OTHERWISE USE THE PROPERTY TO ENHANCE ECONOMIC DEVELOPMENT IN CARROLL COUNTY AND SHOULD THIS LEASE BE TERMINATED AS PROVIDED HEREIN, LESSEE SHALL NOT BE ENTITLED TO COMPENSATION OR DAMAGES, IN ANY FORM, FROM LESSOR. IN THE EVENT THAT THIS LEASE IS TERMINATED DUE TO THE SALE OF THE PROPERTY, OTHER THAN TO THE LESSEE, LESSOR AGREES TO USE ITS BEST EFFORTS TO OBTAIN REIMBURSEMENT (A "CLAWBACK") FROM THE BUYER TO COMPENSATE THE LESSEE, ALTHOUGH NO PAYMENT OF ANY KIND WILL BE PAID TO LESSEE DIRECTLY FROM THE LESSOR. LESSEE HAS FULLY EVALUATED THIS RISK PRIOR TO ENTERING INTO THIS LEASE AND DOES SO OF HIS OWN FREE WILL WITH FULL UNDERSTANDING OF THE POTENTIAL CONSEQUENCES.					
As rent for the period of January 1, 2024 to December 31, 2024, Lessee agrees to pay Lessor a rental of Dollars (\$) per acre payable no later than January 31, 2024.					

Lessor reserves the right to enter the premises at reasonable times for inspections, to consult with Lessee and to do such things as will not interfere with Lessee's regular farming operations.

Lessee shall not sub-let or assign this lease without the prior written consent of Lessor.

Lessee agrees that the property is to be used for the following purpose and no other: planting and harvesting of corn, soybeans, and/or hay.

Lessee acknowledges that all expenses incurred in his use of the property as set forth above shall be Lessee's.

Lessee agrees to maintain the property in as good condition as of the date of execution of this lease, normal wear, depreciation, and damage from causes beyond Lessee's control excepted. Lessee shall not conduct farming operations on Sunday except when caused by conditions, including weather, beyond Lessee's control.

### Lessee shall not:

- (a) cut live timber on the property either for sale or personal use;
- (b) erect or permit to be erected on the property any permanent structure or building;
- (c) cause or incur any expense to Lessor for any purpose;
- (d) plow permanent pasture or meadowland;
- (e) pasture new seedlings of legumes and grasses in the year they are seeded, except with Lessor's prior written consent;
- (f) not plant more than 50% of the tillable land in corn in anyone year or to plant corn in the same field in two consecutive years, except with Lessor's prior written consent; or
- (g) hunt anywhere on the property at any time.

Lessee agrees to use due diligence in the treatment of any noxious weeds, including multiflora rose, and that said treatment, if any, will be at Lessee's own expense. Lessee further agrees to control soil erosion as completely as practicable and to preserve all established watercourses. Lessee further agrees to keep in good repair all terraces, contour strips, open ditches, and inlets and outlets of tile drains.

Lessor shall use a system of strip cropping in his agricultural operations and may, if desired and available, serve as the applicant for any program of erosion control offered by the Soil and Water Conservancy District, The Ohio State University Extension Program, or any other qualified erosion control program. Neither Lessor nor Lessee shall be responsible for debts or liabilities incurred, or for damages caused by the other party, provided however, that Lessee shall be liable to Lessor for any damages to the property as a direct result of Lessee's operations or negligence.

Nothing in this lease shall confer upon Lessee any right to the minerals underlying said property, the same being specifically reserved to Lessor with the right to enter upon the property and to bore, search, and excavate and remove same. Lessor agrees to reimburse Lessee for any actual damage which Lessee may suffer for crops destroyed by these activities and to release the Lessee from the obligations of this lease when development of mineral resources interferes with Lessee's opportunity to perform farming operations.

The Lessor's lien provided by law on crops grown or growing shall be the security for the rent herein specified. If the Lessee fails to pay the rent due or fails to keep any agreement of this lease, all costs and attorney fees of Lessor in enforcing collection or performance shall be added to and become a part of the obligations payable by Lessee hereunder.

In consideration for the use of the property as herein described, Lessee hereby releases and discharges and agrees to indemnify and hold harmless Lessor from all claims, present and future, known or unknown, for property damage or personal injuries suffered by Lessee or any family member, employee, associate, contractor or subcontractor of Lessee arising out of activities related to the farming of said property.

Lessee acknowledges that Lessor is making no representations as to the character, condition, or quality of said property and that Lessee is relying on his own inspection of the property in entering into this lease.

The provisions of this lease shall be binding upon the officers, agents, heirs, executors, administrators and successors of both Lessor and Lessee.

No amendments or alterations to this lease shall be made unless in writing signed by both Lessor and Lessee.

Lessee agrees not to use the property in any manner, even in his use for the purpose for which property is leased, that will increase risks covered by insurance on any building located thereon, so as to increase the rate of insurance, or to cause cancellation of any insurance policy covering any building. Lessee further agrees not to keep on the premises, or permit to be kept, used or stored, thereon, anything prohibited by the policy of fire insurance covering the property. Lessee agrees to comply, at his own expense, with all requirements of insurers necessary to keep in force the fire and public liability covering the property and buildings located thereon.

Lessee agrees to provide at his own expense, public liability insurance with a minimum coverage of \$1,000,000.00. Lessee also agrees to carry his own policy of fire/hazard/theft insurance covering Lessee's personal property.

IN WITNESS WHEREOF, we ha , 20	ive voluntarily set our hands this day of
IN THE PRESENCE OF:	LESSOR:
Witness	By: Dennis C. Roudebush, President Community Improvement Corporation
Witness	_
	LESSEE:
Witness	 Ву:
Witness	
appeared Dennis C. Roudebush, F Corporation of Carroll County who ack voluntary act and deed on behalf of said	and for said county and state, personally President of the Community Improvement nowledged that he executed this lease as his discorporation reunto set my hand and seal this day of
	Notary Public
appeared he executed this lease as his voluntary	and for said county and state, personallywho acknowledged that act and deed on behalf of said corporation reunto set my hand and seal this day of
	Notary Public

President

Denny Roudebush

COMMUNITY IMPROVEMENT

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CARROLL COUNTY

OHIO

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Phone (330) 627-4869 Fax 330 627-6656

## FARM/CROP LEASE ACKNOWLEDGEMENT FORM

I hereby acknowledge and agree:

- 1. that I have received a copy of the Farm/Crop Lease agreement.
- 2. that I read the entire Farm/Crop Lease agreement.
- 3. that I understand the terms and conditions of the Farm/Crop Lease agreement.

Name – printed
 Signature
Signature
Date

**EXHIBIT B** 

President

**Denny Roudebush** 

Vice President

Michele Catlett

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## **FARM/CROP LEASE QUOTE FORM**

NAME:			
ADDRESS:			
PHONE NO.:	,		
		•	
	QUOTE:		
\$_	per acre X 100 acres = \$ per ye		
SIGNATURE:		_	
DATE:		_	

**EXHIBIT C** 

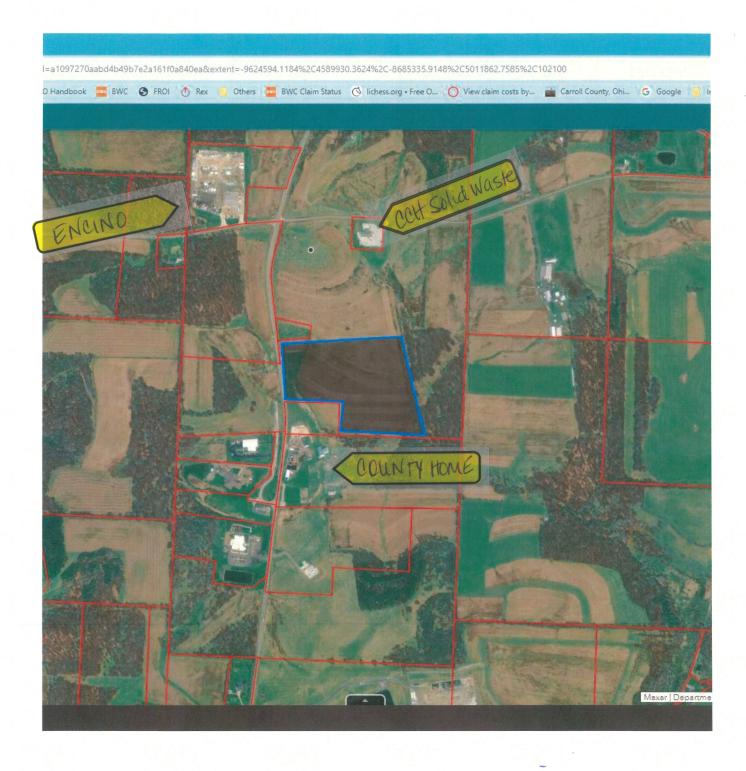


Exhibit D - blue outline 20 acres +/portion of ppn 34-0000571.000

7270aabd4b49b7e2a161f0a840ea&extent=-9624594.1184%2C4589930.3624%2C-8685335.9148%2C5011862.7585%2C102100

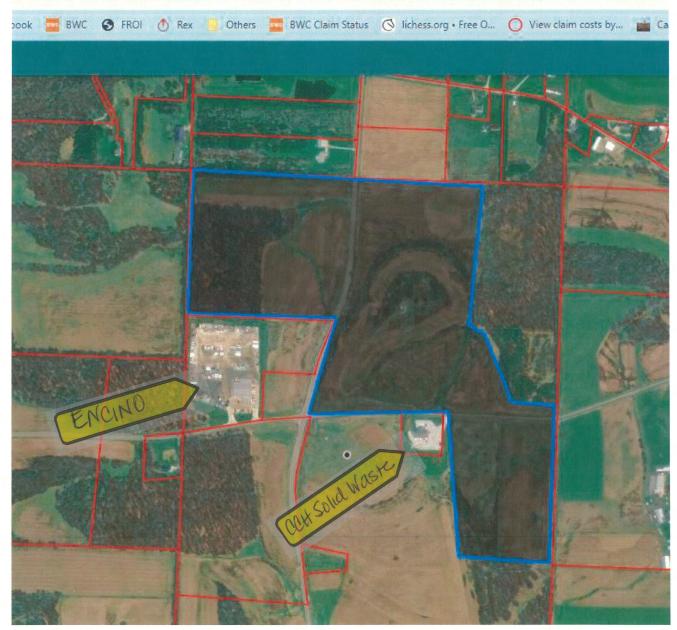


Exhibit E - blue outline 80 acres +/portion of ppn 34-0000571.000

<u>Tax</u>

		5
		3
		8
		24
		18
		3
		3
		1

Parcel Number
34-000511.000
Legal Description
5 14 29 PT SW 168.286A EX O/G/MIN
Location 3
1125 COBBLER RD NE
Acres
168.2860
Owner

Acres
168.2860
Owner
COMMUNITY IMPROVEMENT CORP OF CARROLL COUNTY

CAUV Savings

Map this Parcel

Tax Card

 2022
 2021
 2020

 3,290.26
 3,528.88
 3,336.38

CAUV Soil Breakdown

Soil Use	Soil Type		Acres	Value
CROPLAND	BKB-BERKS SHALY SILT LO		3.7310	1,310
CROPLAND	BKC-BERKS SHALY SILT LO		4.5010	1,580
CROPLAND	BKD-BERKS SHALY SILT LO		22.9030	8,020
CROPLAND	BKE-BERKS SHALY SILT LO		0.9880	350
CROPLAND	COB-COSHOCTON KEENE SIL		37.7870	54,790
CROPLAND	CUB-CULLEOKA SILT LOAM		11.5520	14,090
CROPLAND	LBB-LIBRARY VARIANT SIL		1.3090	1,220
CROPLAND	WMC-WESTMORELAND-COSHOC		39.3820	.21,660
CROPLAND	WMD-WESTMORELAND-COSHOC		0.7620	270
WOODLAND	BKB-BERKS SHALY SILT LO		0.9510	220
WOODLAND	BKC-BERKS SHALY SILT LO		2.5490	590
WOODLAND	BKD-BERKS SHALY SILT LO		3.1000	710
WOODLAND	BKE-BERKS SHALY SILT LO .		4.6810	1,080
		Total	169.2260	114,900

**B** 

**B** 

2



Soil Type		Acres	Value	
COB-COSHOCTON KEENES	SIL		4.3550	1,960
CUB-CULLEOKA SILT LOAM			1.6150	370
LBB-LIBRARY VARIANT SIL			1.4900	340
WMC-WESTMORELAND-CO	OSHOC		23.7390	5,460
WMD-WESTMORELAND-CO	OSHOC		3.8310	880
		Total	169.2260	114,900

119 South Lisbon Street, Suite 203 Carrollton, Ohio 44615 Hours: Mon-Fri 8am-4pm Phone: 330-627-2250 Fax: 330-627-0426

### **Important Links**

County's Website Auditor's Website Treasurer's Website

Last Updated: 12/17/2023 10:00:03 PM P<u>o</u>wered By: <u>ISSG Inc</u>