

LEGAL NOTICE

CASH RENT VAN WERT COUNTY FARM 2022

The Board of Van Wert County Commissioners will receive sealed bids until the 25th day of August, 2022, at 10:30 a.m. at the office of said Board in the Van Wert County Annex, 114 East Main Street, Suite 200, Van Wert, Ohio 45891, at which time said bids will be opened and read aloud for the cash rent of the tillable acres at the Van Wert County Farm, Section 11, Ridge Township, Van Wert, Ohio.

The 297.3181 acre farm will be rented as one parcel of land. Information for bidders and bid forms are available at the Board of Van Wert County Commissioners' Office in the Van Wert County Annex, 114 East Main Street, Suite 200, Van Wert, Ohio. Only bid forms furnished by the Commissioners will be accepted. A bid may not be withdrawn after the time set by the Board to open bids. Any bid is considered binding until it is dismissed by the Board of Van Wert County Commissioners after award and execution of a Lease with the successful bidder.

A bond, certified check, or official bank check in the amount of five hundred dollars (\$500.00) must accompany the bid. The bond or check conditions that the bidder, if their bid is accepted and awarded, executes a contract in conformity with the published conditions and specifications and their bid. Every bidder's bond or check will be returned upon the signing of a Lease with the successful bidder. No personal checks can be accepted.

The Board of Van Wert County Commissioners reserves the right to reject any or all bids and to waive any informality.

By order of the Board of Van Wert County Commissioners, Ryanne Bollenbacher, Clerk.

Please publish on August 10, 2022, and August 17, 2022.

**INFORMATION FOR BIDDING
THE VAN WERT COUNTY FARM**

August 2022

1. The most current FSA information regarding the County Farm land is enclosed.
 2. Sample copies of the Leases between the Van Wert County Commissioners and the tenant are enclosed for review. The term of the Lease will be for either two (2) years or three (3) years, depending on bid amounts, beginning September 1, 2022.
 3. The 297.3181 acre parcel of land will be bid on a per acre basis.
 4. Each bid must be accompanied by a bond, official bank check, or certified check in the amount of five hundred dollars (\$500.00). All checks are refunded when the Lease is signed by the successful bidder.
 5. All bidders must be a landowner and/or resident of Van Wert County.
 6. Crop rotation for upcoming years will be as follows:
 - 2023 – beans (or wheat if winning bidder prefers)
 - 2024 – corn (or wheat if winning bidder prefers)
 - 2025 – beans (or wheat if winning bidder prefers)
 7. Note: North 200 acres freshly ditched and Longwell Ditch recently cleaned out.
-

Operator Name : BREESE FARMS LLC
Farms Associated with Operator : 39-161-5270, 39-161-7389, 39-161-7544, 39-161-7760, 39-161-7997
CRP Contract Number(s) : None
Recon ID : 39-161-2016-123
Transferred From : None
ARCPLC GI/IF Eligibility : Eligible

Farm Land Data									
Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
297.74	296.39	296.39	0.00	0.00	0.00	0.00	0.00	Active	3
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	296.39	0.00		0.00		0.00	0.00	0.00

Crop Election Choice		
ARC Individual	ARC County	Price Loss Coverage
None	CORN, SOYBN	None

DCP Crop Data				
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	121.39	0.00	132	
Soybeans	145.17	0.00	34	0
TOTAL	266.56	0.00		

NOTES

Tract Number : 1344
Description : RIDGE TWP SEC 11
FSA Physical Location : OHIO/VAN WERT
ANSI Physical Location : OHIO/VAN WERT
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : VAN WERT COUNTY
Other Producers : None
Recon ID : None

Tract Land Data						
Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	Sugarcane
103.82	103.82	103.82	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	Broken From Native Sod
0.00	0.00	103.82	0.00	0.00	0.00	0.00

DCP Crop Data		
Crop Name	Base Acres	PLC Yield
	CCC-505 CRP Reduction Acres	

Tract 1344 Continued ...

Corn		43.50		0.00		132
Soybeans		52.10		0.00		34
TOTAL		95.60		0.00		

NOTES

Tract Number : 1345

Description : RIDGE TWP SEC 11
FSA Physical Location : OHIO/VAN WERT
ANSI Physical Location : OHIO/VAN WERT
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : VAN WERT COUNTY
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
105.27	103.92	103.92	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	103.92	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	41.80	0.00	132
Soybeans	49.90	0.00	34
TOTAL		91.70	0.00

NOTES

Tract Number : 6629

Description : RIDGE TWP SEC 11
FSA Physical Location : OHIO/VAN WERT
ANSI Physical Location : OHIO/VAN WERT
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : VAN WERT COUNTY
Other Producers : None
Recon ID : 39-161-2016-121

Page: 2 of 3

Abbreviated 156 Farm Record

Tract 6629 Continued ...

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
88.65	88.65	88.65	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	88.65	0.00	0.00	0.00	0.00	0.00

DCP Crop Data			
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	36.09	0.00	132
Soybeans	43.17	0.00	34
TOTAL	79.26	0.00	

NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

BID SHEET
297.3181 ACRES
(2 YEAR LEASE)

SE¹/₄, Section 11, Ridge Township
Van Wert County Farm

In accordance with the Board of Van Wert County Commissioners' published conditions, specifications, and agreement for the above-mentioned parcel of land, the following bid is submitted:

PER ACRE BID: _____ Dollars
(\$ _____)

Submitted by:

Printed name of Van Wert County landowner and/or resident

Printed Address

Signature

Date

Telephone

BID SHEET
297.3181 ACRES
(3 YEAR LEASE)

SE¹/₄, Section 11, Ridge Township
Van Wert County Farm

In accordance with the Board of Van Wert County Commissioners' published conditions, specifications, and agreement for the above-mentioned parcel of land, the following bid is submitted:

PER ACRE BID: _____ Dollars
(\$ _____)

Submitted by:

Printed name of Van Wert County landowner and/or resident

Printed Address

Signature

Date

Telephone

VAN WERT COUNTY FARM
297.3181 ACRES
TWO (2) YEAR LEASE

This Lease made this **25th day of August, 2022**, by and between the Board of Van Wert County Commissioners, 114 East Main Street, Suite 200, Van Wert, Ohio, 45891, Lessor, and _____, Lessee,

WITNESSETH:

That said Lessor does, hereby demise and let and lease unto said Lessee, the following described farm property situated in the Township of Ridge, County of Van Wert, State of Ohio, to-wit:

The 297.3181 acres of land known as the “Van Wert County Farm” (Part SE¹/₄, Section 11, Ridge Township).

To have and to hold, the same with the appurtenances thereunto belonging unto said Lessee, or his heirs, for the term of two (2) crop years, commencing on the **1st day of September, 2022**, and ending on the **31st day of August, 2024**, upon the following terms and conditions, to-wit:

Said Lessee does hereby covenant and agree with said Lessor as follows:

1. That he will pay to said Lessor, its successors and assigns, the yearly rental of \$ _____ payable in equal semi-annual installments of \$ _____ by **July 20, 2023, December 20, 2023, July 20, 2024, and December 20, 2024. This is equivalent to \$ _____ per acre annually.**
2. Lessee will not interfere with the **2022** farming operation.
3. Lessee has the right after **August 31, 2024**, to harvest any crop upon the described premises.
4. Lessee must annually rotate the crops.
2023 – beans (or wheat if winning bidder prefers)
2024 – corn (or wheat if winning bidder prefers)
5. County will pay all of the liming expense after soil tests demonstrating need are furnished.
6. Lessee will utilize best management practices to cultivate and manage the farm.
7. Lessee will use and occupy said premises in a careful, safe, and proper manner and will carefully control and guard all fires that may be operated thereon.
8. Lessee will keep premises free of trash.
9. Lessee will not use or occupy said premises for any unlawful purpose.
10. Lessee will not assign this Lease nor underlet said premises nor any part thereof without the written consent of said Lessor.
11. Lessee will keep the premises and adjacent waterways free from brush, briars, thistles, and other noxious weeds.

12. Lessee shall repair tile or inform the Lessor of the need for said repairs.
13. Lessor reserves the right to sell off a parcel of the Van Wert County Farm to expand the size of the old County Home lot. The reduction in tillable acres would be recalculated and a new corresponding farm rent would be established.
14. And, said Lessor, his successors and assigns, hereby covenants and agrees with said Lessee, or his heirs, that said Lessee, paying the rents and keeping and performing the covenants of this Lease on his part to be performed, said Lessee shall peaceably and quietly hold, occupy, and enjoy said premises during said term.

Provided, however, that if said rent or any part thereof shall at any time be in arrear and unpaid and without any demand being made therefore or if said Lessee shall abandon or vacate said premises during said term or shall fail to keep and perform any of the covenants, agreements, or conditions of the Lease on his/her part to be kept and performed, said Lessor, its successors or assigns, may enter into said premises and have and possess and enjoy the same as if the Lease had not been made and thereupon, this Lease and everything herein contained on the part of said Lessor to be done and performed shall cease, determine, and be utterly void, without prejudice, however, to the right of the Lessor to recover from said Lessee, all rent due up to the time of such entry. The commencement of proceedings or suit in forcible entry and detainer or an ejectment or otherwise after any default by the Lessee shall be equivalent in every respect to actual entry by the Lessor. In case of any such default and entry by said Lessee, said Lessor may relet said premises for the remainder of said term for the highest rent obtainable and may recover any deficiency from said Lessee.

In case of such default and entry by Lessee, all improvements made and placed upon said premises shall be left upon the premises and become the property of said Lessor.

WITNESSES:

BOARD OF VAN WERT COUNTY COMMISSIONERS

Thad Lichtensteiger, Chairman

Todd D. Wolfrum

Stan D. Owens

WITNESS:

LESSEE

Signature

Printed Name

APPROVED AS TO FORM:

EVA J. YARGER, VAN WERT COUNTY PROSECUTING ATTORNEY

VAN WERT COUNTY FARM
297.3181 ACRES
THREE (3) YEAR LEASE

This Lease made this **25th day of August, 2022**, by and between the Board of Van Wert County Commissioners, 114 East Main Street, Suite 200, Van Wert, Ohio, 45891, Lessor, and _____, Lessee,

WITNESSETH:

That said Lessor does hereby demise and let and lease unto said Lessee, the following described farm property situated in the Township of Ridge, County of Van Wert, State of Ohio, to-wit:

The 297.3181 acres of land known as the “Van Wert County Farm” (Part SE¹/₄, Section 11, Ridge Township).

To have and to hold, the same with the appurtenances thereunto belonging unto said Lessee, or his heirs, for the term of three (3) crop years, commencing on the **1st day of September, 2022**, and ending on the **31st day of August, 2025**, upon the following terms and conditions, to-wit:

Said Lessee does hereby covenant and agree with said Lessor as follows:

1. That he will pay to said Lessor, its successors and assigns, the yearly rental of \$ _____ payable in semi-annual installments of \$ _____ and \$ _____ by **July 20, 2023, December 20, 2023, July 20, 2024, December 20, 2024, July 20, 2025, and December 20, 2025**. This is equivalent to \$ _____ per acre annually.
2. Lessee will not interfere with the **2022** farming operation.
3. Lessee has the right after **August 31, 2025**, to harvest any crop upon the described premises.
4. Lessee must annually rotate the crops:
2023 – beans (or wheat if winning bidder prefers)
2024 – corn (or wheat if winning bidder prefers)
2025 – beans (or wheat if winning bidder prefers)
5. County will pay all of the liming expense after soil tests demonstrating need are furnished.
6. Lessee will utilize best management practices to cultivate and manage the farm.
7. Lessee will use and occupy said premises in a careful, safe, and proper manner and will carefully control and guard all fires that may be operated thereon.
8. Lessee will keep premises free of trash.
9. Lessee will not use or occupy said premises for any unlawful purpose.
10. Lessee will not assign this Lease nor underlet said premises nor any part thereof without the written consent of said Lessor.

11. Lessee will keep the premises and adjacent waterways free from brush, briars, thistles, and other noxious weeds.
12. Lessee shall repair tile or inform the Lessor of the need for said repairs.
13. Lessor reserves the right to sell off a parcel of the Van Wert County Farm to expand the size of the old County Home lot. The reduction in tillable acres would be recalculated and a new corresponding farm rent would be established.
14. And, said Lessor, his successors and assigns, hereby covenants and agrees with said Lessee, or his heirs, that said Lessee, paying the rents and keeping and performing the covenants of this Lease on his part to be performed, said Lessee shall peaceably and quietly hold, occupy, and enjoy said premises during said term.

Provided, however, that if said rent or any part thereof shall at any time be in arrear and unpaid and without any demand being made therefore or if said Lessee shall abandon or vacate said premises during said term or shall fail to keep and perform any of the covenants, agreements, or conditions of the Lease on his/her part to be kept and performed, said Lessor, its successors or assigns, may enter into said premises and have and possess and enjoy the same as if the Lease had not been made and thereupon, this Lease and everything herein contained on the part of said Lessor to be done and performed shall cease, determine, and be utterly void, without prejudice, however, to the right of the Lessor to recover from said Lessee, all rent due up to the time of such entry. The commencement of proceedings or suit in forcible entry and detainer or an ejectment or otherwise after any default by the Lessee shall be equivalent in every respect to actual entry by the Lessor. In case of any such default and entry by said Lessee, said Lessor may relet said premises for the remainder of said term for the highest rent obtainable and may recover any deficiency from said Lessee.

In case of such default and entry by Lessee, all improvements made and placed upon said premises shall be left upon the premises and become the property of said Lessor.

WITNESSES:

BOARD OF VAN WERT COUNTY COMMISSIONERS

_____	_____
	Thad Lichtensteiger, Chairman
_____	_____
	Todd D. Wolfrum
_____	_____
	Stan D. Owens
WITNESS:	LESSEE
_____	_____
	Signature
_____	_____
	Printed Name

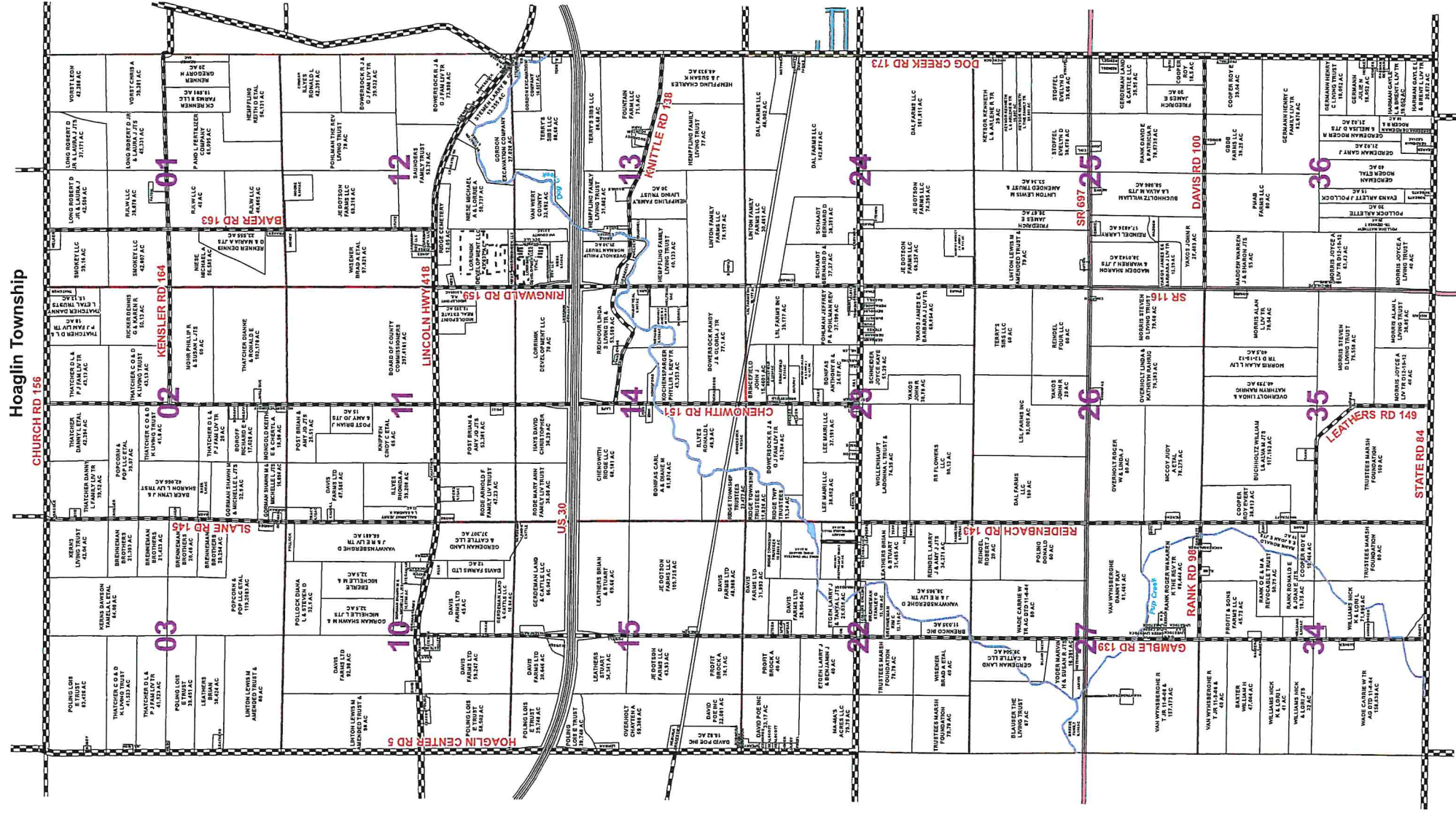
APPROVED AS TO FORM:

EVA J. YARGER, VAN WERT COUNTY PROSECUTING ATTORNEY

East Half Ridge Township

KYLE J WENDEL COUNTY ENGINEER

Washington Township



0 0.25 0.5 1

York Towneshin

Page 14