

Liberty Park Agricultural Land Rental Agreement

This Land Rental Agreement (Agreement), has been entered into on the ____ day of _____, 2025, by and between the City of Hillsboro, land owners of Liberty Park, Hillsboro, Ohio 45133, hereinafter "LESSOR", whose address is 130 N High Street Hillsboro, Ohio 45133 and _____, hereinafter referred as the "LESSEE" whose address is _____.

WITNESSETH:

WHEREAS, LESSOR is the owner of real estate in the City of Hillsboro, Highland County, Ohio, commonly known as the Liberty Park and herein referred to as "Liberty Park".

WHEREAS, LESSEE is desirous of cash renting certain tillable acreage of Liberty Park real estate for the purposes of agricultural crop production, for a continuous 3-year term, beginning on the bid award date _____, 2025 through the 31st day Of December 2028.

Therefore, it is agreed that LESSOR shall rent to LESSEE approximately 96.85 to 126.85 of farmable real estate (total available acreage will be determined in January of each year) as shown in "Exhibit A", attached hereto and incorporated herein by reference. LESSEE covenants and agrees to pay to LESSOR as annual rent for said farmland the amount of _____ per tillable acre per rental year for all available tillable farmland that is used for production of crops, or used as a set aside acreage for any USDA/FSA/NRCS government program.

LESSEE is to pay to LESSOR, in advance as determined above on or before _____ of each crop land rental year.

LESSEE shall plant corn on the agricultural real estate subject to this Agreement two of the three years of this Agreement.

LESSEE will use said premises in a careful and proper manner and commit no non-agricultural waste products thereupon.

LESSEE shall not re-lease or sublet said premises, or any part thereof to another party.

LESSEE may receive any payment for any tax abatement or agricultural programs during the term of this Agreement, however, Lessee agrees that he/she will act as trustee of any unearned program payment and stand as a fiduciary with the Lessor as to repayment, in shares equal to the amount earned by each party, required to be made to any taxing authority or program administrator.

LESSEE shall not assign this Agreement, or any part thereof to another party without the written consent of LESSOR. LESSOR, in turn, shall carefully weigh and favorably grant, without prejudice, any and all LESSEE's requests for assignment of this Agreement to another party or entity considering the circumstances of the LESSEE's request for assignment of the contract.

LESSEE agrees to the peaceful repossession of the rented real estate by LESSOR and that said real estate shall be in as good of condition as it is at the time of execution of this Agreement, with ordinary wear and tear excepted.

LESSOR understands and allows that LESSEE will, from time to time, hire specialized machinery subcontractors to perform for-hire agricultural operations on the farmable acres.

LESSEE agrees that upon the non-payment of the whole or any portion of said annual rent, at the time when the same becomes due, or upon the non-performance by LESSEE of any of the covenants hereinbefore, or hereinafter mentioned, by him/her (the LESSEE) to be kept and performed, the LESSOR may, at its election, serve notice to LESSEE of LESSOR's intention to re-enter and take possession of said real estate, or serve LESSEE notice to quit possession of said real estate with fourteen (14) days'; or any LESSOR written demand for the payment of the rent, as the same becomes due, or for LESSEE performance of any of the covenants contained herein; or for any LESSOR demand for the possession of said premises.

It is further understood and agreed that LESSOR reserves the right to demand possession of all or any portion of leased premises at any time, and for any purpose. In such event LESSOR shall pay reasonable damages, as determined by LESSEE, for growing crops taken, and for the value of fertilizers and chemicals products and applications, and work done to unplanted land as determined by LESSEE.

LESSEE shall not create a wildlife attractant by the LESSEE'S agricultural operations on the farmable acres.

LESSEE shall maintain a liability policy and hold LESSOR harmless of any claims that may arise from the LESSEE's farming operations, from LESSEE's employees, or from any independent contractors hired by LESSEE to perform agricultural-related work on said premises.

LESSEE agrees that the rights granted hereunder will not be exercised by LESSEE in such a way as to interfere with, or adversely affect the use, operation, maintenance, or development of the Liberty Park.

LESSOR allows LESSEE to truck-deliver, stockpile and spread animal manure products on the tillable portion of Liberty Park as ground and weather conditions allow. LESSEE will comply with Ohio State Chemist requirements for the in-field stockpiling, spreading, property-line and waterway setbacks of manure products. This Agreement shall extend to and be binding upon the heirs, executors, administrators, trustees, successors, receivers and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year first written above

Lessee:_____

Date:_____

City of Hillsboro by Safety/Service Director

Lessor:_____

Date:_____



Justin Harsha, Mayor - Brianne Abbott, Safety & Service Director – Dawson Barreras, City Auditor

130 NORTH HIGH STREET • HILLSBORO, OHIO 45133-1152

Exhibit A

MAP LEGEND FOR FARMLAND AT LIBERTY PARK

2025-2028

PLOT A = 14.9

PLOT B = 18.81

PLOT C = 25.42

PLOT D = 29.79

PLOT E = 14.14

PLOT F = 5.15

PLOT G = 6.49

PLOT H = 12.15

TOTAL = 126.85

Note: The Waste Water Treatment Plant may use +/- 30 acres (if needed) for sludge application.

Mayor's Office P (937) 393-5219 • Auditor's Office P (937) 393-5791

www.hillsboroohio.net

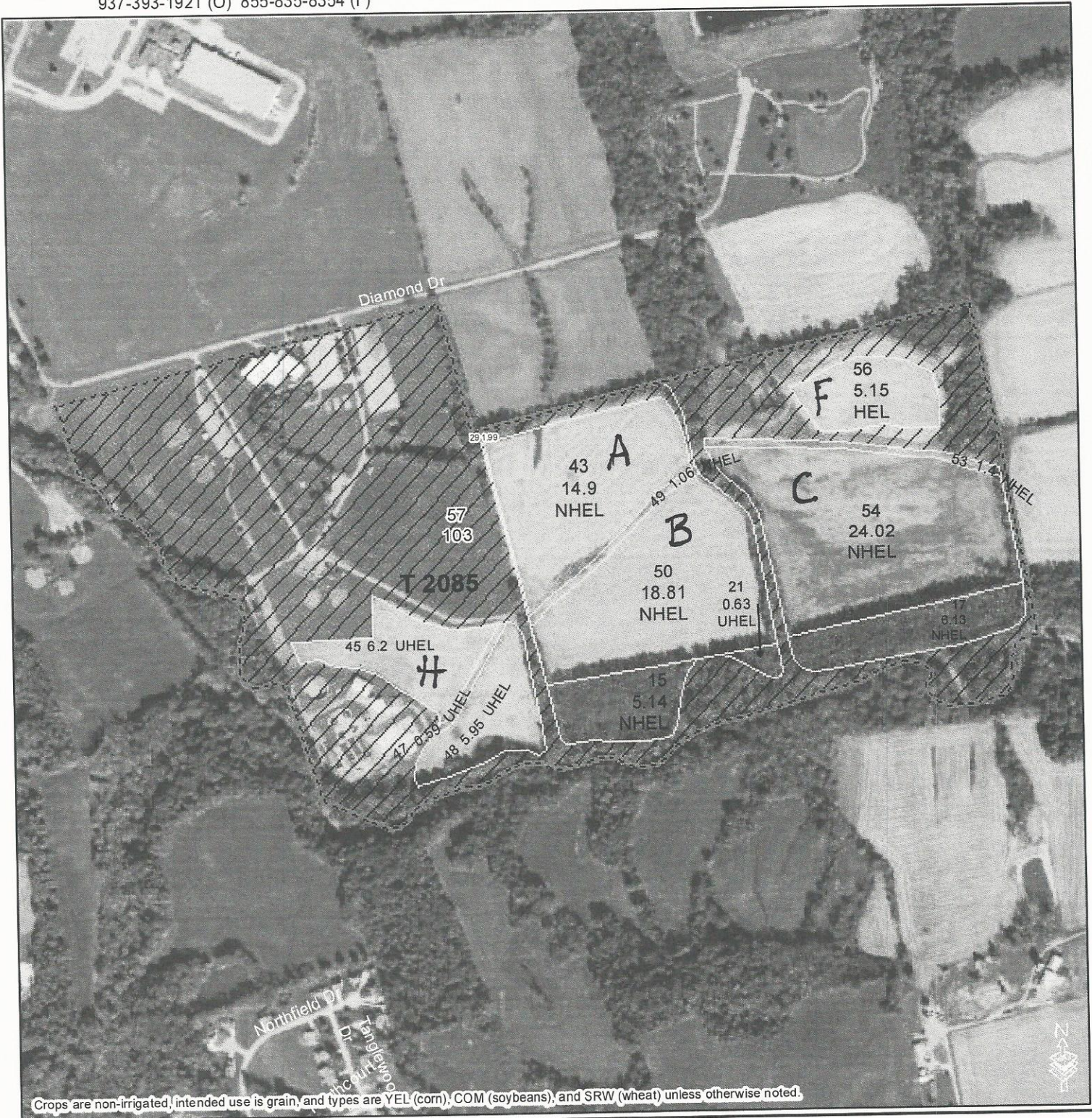
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Highland County, Ohio
514 Harry Sauner Rd ste 4
Hillsboro, OH 45133
937-393-1921 (O) 855-835-8354 (F)

2024 Program Year

Farm 6427
Tract 2085



Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless otherwise noted.

Common Land Unit

- 1:8,197
- Non-Cropland
 - Cropland
 - CRP
 - Tract Boundary

Wetland Determination Identifiers

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

Map Created
January 12, 2024

Tract Cropland Total: 89.98 acres

NOTES:

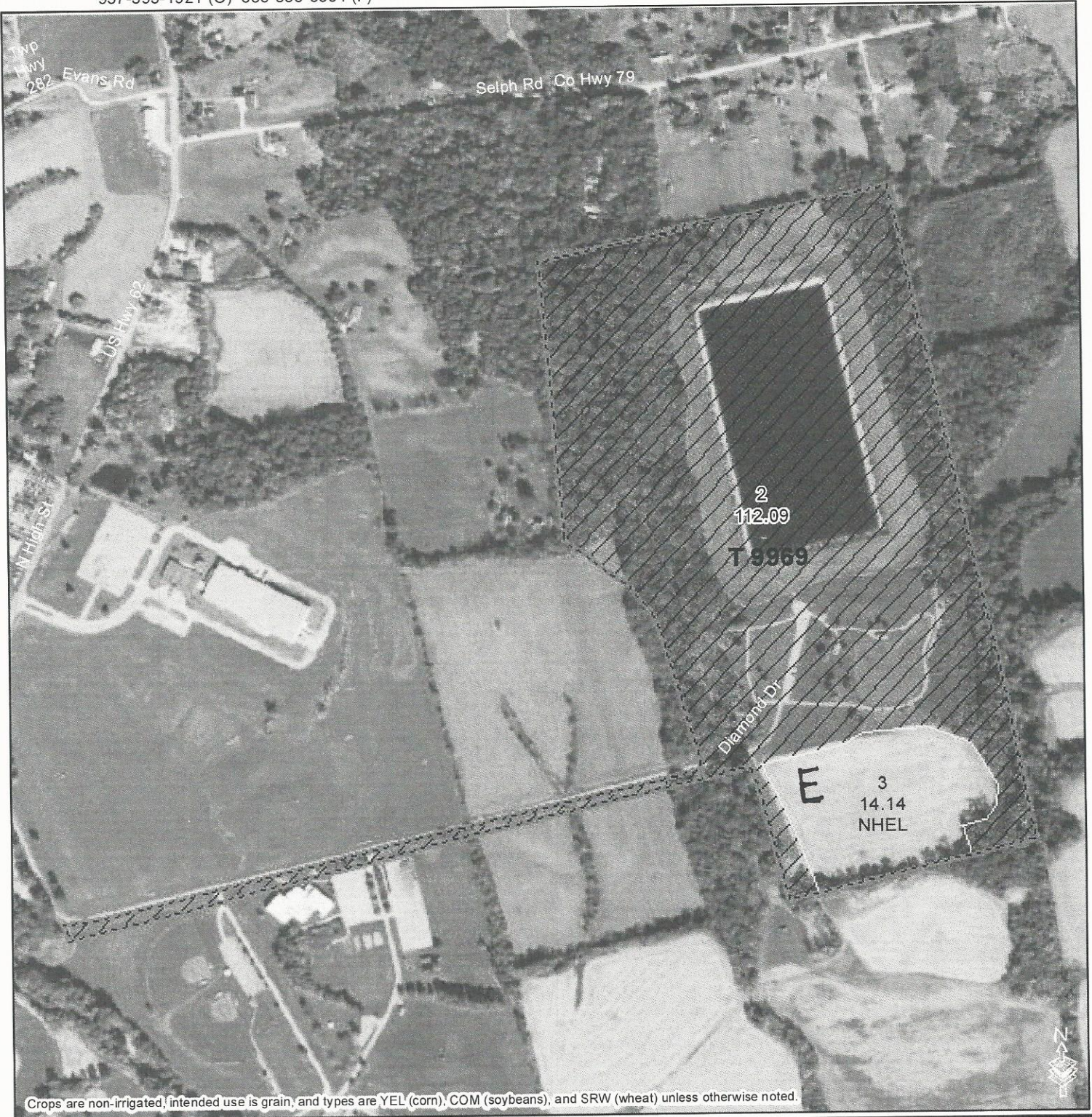
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Highland County, Ohio
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2024 Program Year

Farm 6427
Tract 9969



Common Land Unit

1:7,800

- Non-Cropland
- Cropland
- CRP
- Tract Boundary

Wetland Determination Identifiers

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

Map Created
January 12, 2024

Tract Cropland Total: 14.14 acres

NOTES:

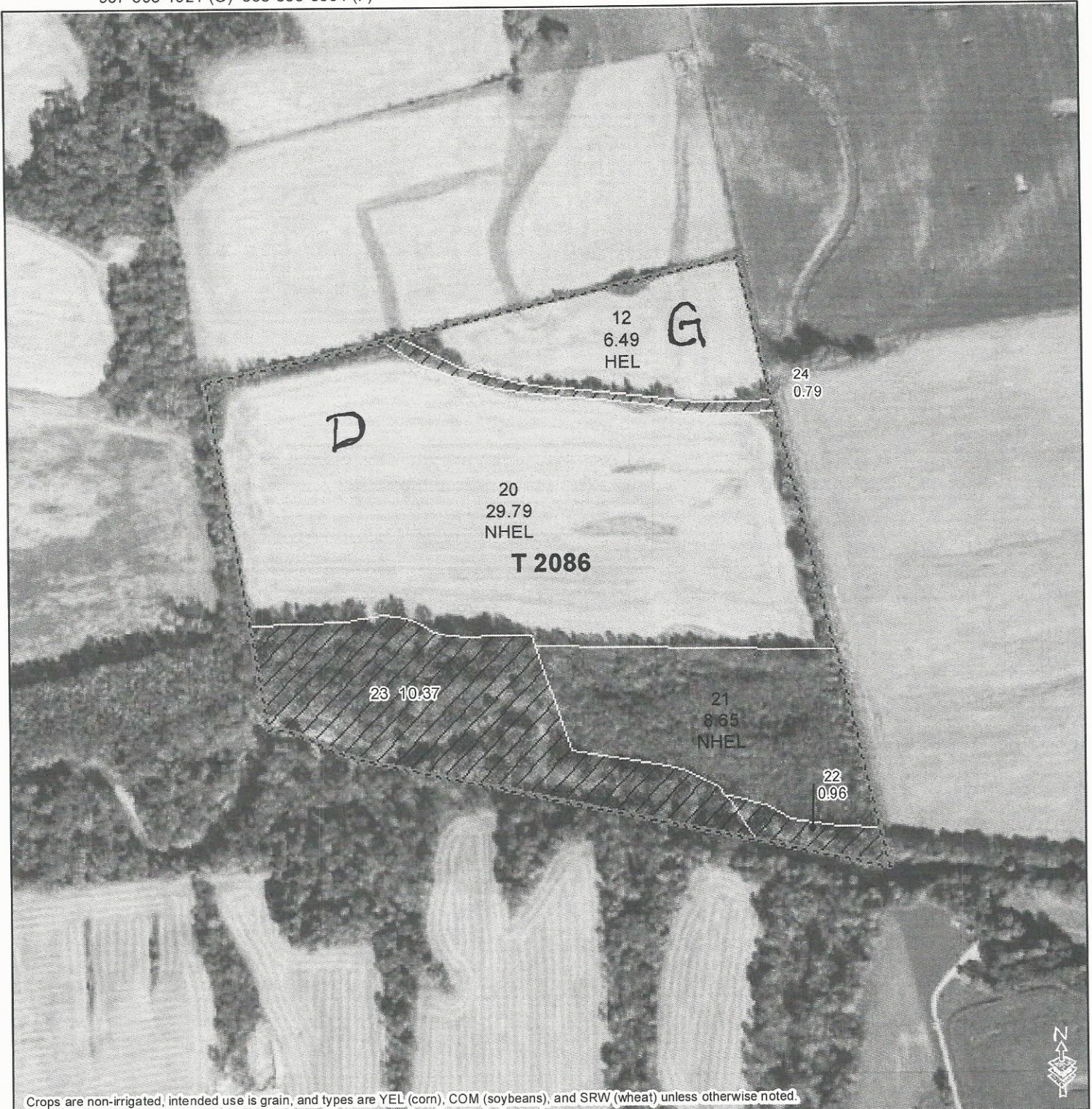
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2024 Program Year

Farm **6427**
Tract **2086**



Common Land Unit

1:4,800

- Non-Cropland
- CRP
- Cropland
- Tract Boundary

Wetland Determination Identifiers

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

Map Created
January 12, 2024

Tract Cropland Total: 44.93 acres

NOTES:

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