

CONVERSE MUNICIPAL AIRPORT FARM BID

The undersigned having received and examined the plat of tillable acreage upon real estate owned by the Converse Municipal Airport and further having examined a proposed farm lease agreement hereby submits a bid to cash rent the acreage upon the following basis:

MY BID IS AS FOLLOWS:

\$ _____ PER TILLABLE FOR 2022, 2023, 2024, 2025, & 2026

SIGNATURE

PRINTED NAME

ADDRESS

TELEPHONE

Dated this ____ day of _____

ALL BIDS MUST BE SUBMITTED BY 12:00 (NOON) BY THE 9TH DAY OF AUGUST 2021, TO KATHY JUILLERAT- CLERK TREASURER, TOWN OF CONVERSE, 210 N. JEFFERSON STREET CONVERSE, INDIANA

**NOTICE OF REQUEST FOR BIDS TO CASH RENT CONVERSE AIRPORT BOARD
FARM GROUND AND PUBLIC HEARINGS TO OPEN AND CONSIDER BIDS**

The Converse Airport Board and the Town of Converse, Indiana ("Converse" collectively) hereby request bids from serious, responsible bidders to cash rent the approximately one hundred eighty-five (185) acres of farm ground located at or about 9245 E. State Road 18, Converse, IN 46919. Bid requirements are as follows:

- 1) All bids must be legibly and clearly written;
- 2) Bids must be for a 5-year cash rent agreement, from January 1, 2022 through December 31, 2026;
- 3) Bidders shall pay for their soil tests;
- 4) Farming operations must not violate Federal Aviation Agency ("FAA") requirements and regulations with which the Converse Airport Board must comply;
- 5) Converse shall pay for lime applications as necessary (tested by Converse every four years);
- 6) Bidders shall pay for all other fertilizers and field applications;
- 7) Bids must propose a cash rent amount in United States Dollars on a per-acre basis of the 185 acres;
- 8) Semi-annual cash rent payments due on or before May 1st (1/2 of annual contract amount due) and November 1st (1/2 of annual contract amount due) of each year;
- 9) Bids must state the types of crops and approximate acreage for each type of crop proposed location to be grown on the farm ground;
- 10) Bids must be signed, sealed, and delivered and be accompanied by a signed and notarized non-collusion affidavit and proof of liability insurance (at least \$1 million dollars coverage) and worker's compensation insurance policies in force and effect; and
- 11) Bids must be submitted no later than the date and time specified, below, for the public hearing to be held by the Converse Airport Board.

You are hereby notified that a public hearing to open and consider bids by the Converse Airport Board will be held at the Converse Town Hall, 210 N. Jefferson St., Converse, IN 46919, commencing at 7:00 p.m., on August 9, 2021, or at any other later-determined date and time for good cause given.

You are hereby notified that a public hearing to consider bids by the Converse Town Council will be held at the Converse Town Hall, 210 N. Jefferson St., Converse, IN 46919, commencing at 6:30 p.m., on Thursday, August 12, 2021, or any at other later-determined date and time for good cause given.

The purposes of the hearings are to open and consider bids to farm the Converse Airport Board farm ground.

Dated: July __7__, 2021

Juillerat

For Publication on July 10, and , July 17 , 2021

Treasurer

in the Peru Tribune and Chronicle-Tribune Newspapers

/s/

Kathy

Kathy Juillerat, Converse Clerk-

CASH FARM RENTAL AGREEMENT

THIS AGREEMENT, made and entered into on the day and year hereinafter written, by and between the undersigned LANDLORD and TENANT,

WHEREAS, the Converse Board of Aviation Commissioners and the Converse Town Council have jurisdiction over approximately 185 acres of tillable land (see attached survey legal description) located in Jackson Township, Miami County, Indiana and;

WHEREAS, the Board of Aviation Commissioners and the Town of Converse deem it in their best interest to cash rent their lands for five years;

NOW, THEREFORE, in consideration of the promises mutually exchanged herein, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto stipulate and agree as follows:

1. LANDLORD hereby leases unto the TENANT certain farmland located on the Converse Airport, and depicted in the map attached hereto and made a part hereof, in Jackson Township, Miami County, Indiana, from the 1st day of January, 2022, through the 31st day of December, 2026. The parties hereby agree that said map shows a total acreage of approximately one hundred eighty-five (185) acres, more or less. Because of continuing changes from year to year, the parties agree to modify the total amount herein to reflect the actual acreage which is farmable. The parties shall adjust the rent from year to year to reflect any such changes in the available acreage. Any such reduction of the acreage herein by order of the Federal Aviation Authority, the Converse Board of Aviation Commissioners, or the Town Council of the Town of Converse shall not constitute a breach of this agreement. However, if any such reduction in acreage shall occur after the planting of crops by the TENANT during a particular lease year and cause damage to TENANT'S crops, TENANT shall be reimbursed for the damaged crops in an amount to be mutually agreed upon by the parties hereto.

LANDLORD reserves the right to unilaterally terminate this Agreement before the end of its stated 5-year term to sell a portion or all of said acreage upon a majority vote of the Town of Converse Town Council Members, if said Town Council, in its sole, subjective discretion, finds the early termination of this Agreement and sale of said acreage is in the best interests of the Town of Converse. Said early termination shall not constitute a breach of this agreement. If said Agreement is terminated early and crops have already been planted at the time notice of termination of this Agreement has been provided to TENANT, TENANT: A) shall be permitted to keep said crops on said acreage until they are harvested; B) shall promptly harvest said crops at TENANT'S expense; C) shall promptly return said acreage to LANDLORD in substantially the same condition as which TENANT originally took possession of said acreage; and D) shall pay the rent set forth below to LANDLORD, but limiting the rent payment by pro-rating the rent, to cover TENANT'S use of said acreage through the harvesting and maintenance time period to return said acreage to its original condition before returning use and control of said acreage to LANDLORD.

TENANT, in consideration for the leasing of said premises, hereby covenants and agrees to pay annual rent for 2022, 2023, 2024, 2025, and 2026 subject only to adjustment

as provided above. Payment of annual rent, at the rate of \$ _____ per acre per crop year, shall be due and payable, with one-half (1/2) of each year's annual rent being payable on or before May 1, and the remaining one-half (1/2) being payable on or before November 1, or fifteen (15) days after harvest completion, whichever is earlier. It is specifically understood by and between the LANDLORD and TENANT that the LANDLORD shall have a specific lien on the TENANT'S crops in order to secure the payment of said rent. TENANT is further permitted to place any of said real estate under the auspices of government programs which permit said ground to remain idle, and TENANT shall be entitled to receive any payments from the government therein with the condition and stipulation that any grass, oats, or other planting upon said ground shall not be permitted by TENANT to grow to an unsightly height.

2. TENANT shall at all times farm and care for said land in a good husband-like manner and in accordance with good farming and soil conservation practices; shall not commit or permit waste thereon; shall carefully protect all improvements of every kind that are now on said premises or may be erected thereon during the term of this lease; shall promptly at the expiration of the term herein granted yield up possession of said premises, without notice, unto the LANDLORD in as good condition and repair as they now are or may be at anytime during the continuance of this lease, ordinary wear and tear excepted; and shall keep cultivated lands of said premises free from weeds and shall destroy all weeds along the fences and improvements. However, LANDLORD, at LANDLORD'S sole discretion, shall apply lime to the tillable acreage, and LANDLORD shall pay for the same and pay for any related soil testing necessary to determine when and whether lime should be applied to the tillable acreage. **LANDLORD anticipates obtaining soil tests to determine whether to apply lime to the tillable acreage every four (4) years.** TENANT shall be responsible for any and all other field/soil testing and field/soil applications at TENANT'S cost.

3. No crops shall be planted or grown closer to any land facility, taxi-way, or aircraft parking area than is permitted by the FAA, nor in such a way as to obstruct the line of sight from any point on a runway to any point on any other runway. (The minimum FAA set-back guidelines shall be followed strictly.)

4. The rights granted to TENANT hereunder shall not be exercised in any such way as to interfere with or adversely affect the use, operation, maintenance, or development of the adjacent Airport property for Airport purposes.

5. The TENANT agrees to indemnify and hold harmless the LANDLORD from all losses, damages, claims, and demands of any kind or character flowing from the acts of the TENANT in farming upon the subject real estate or otherwise as an incident of this Agreement, and TENANT further agrees to obtain and continuously maintain comprehensive farm liability insurance on all operations conducted hereunder with limits of at least \$1,000,000.00 for personal injury and \$1,000,000.00 for property damage. The LANDLORD shall be listed as an additional insured, and the TENANT shall provide written proof of such coverage to LANDLORD at least once each year and at all other times that the LANDLORD requests the delivery of such proof.

6. In the absence of an express written understanding to the contrary in any lease year contemplated hereby, the failure of the TENANT to remove all crops from the land by year end on December 31st shall entitle the LANDLORD to remove and sell the same and to deduct all sums owed by the TENANT to the LANDLORD and all removal and sale costs from the TENANT'S share.

7. The LANDLORD reserves the right to approve or disapprove of the person conducting all farming operations on the subject lands. In the event that LANDLORD disapproves of a particular person conducting farming operations on the subject lands, TENANT shall not permit that person to conduct such farming operations on the subject lands. LANDLORD'S decision in regard to the disapproval of any such person shall be final.

8. Time is of the essence of this Agreement. In the event that TENANT fails to make payments in a timely fashion pursuant to the terms of this Agreement or otherwise fails to comply with the terms of this Agreement, TENANT shall pay the LANDLORD'S reasonable attorney fees. Any award of attorney fees hereunder shall not be subject to valuation or appraisal laws.

9. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, devisees, personal representatives, successors, and assigns of the parties, and shall not be assignable or sublet by the TENANT without the prior written consent of the LANDLORD.

DATED this _____ day of _____, 2021.

CONVERSE TOWN COUNCIL,
"LANDLORD"

CONVERSE BOARD OF AVIATION
COMMISSIONERS, "LANDLORD"

BY: Joe Lenon, President

BY: _____, President

Printed Name: _____
"TENANT"

Printed Name: _____
"TENANT"

