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:

5	5	PER TILLABLE FOR 2022, 2023, 2024, 2025, & 202				
	SIGNATURE					
	PRINTED NAME					
	ADDRESS					
	TELEPHONE					
Dated this	day of					

ALL BIDS MUST BE SUBMITTED BY 12:00 (NOON) BY THE 9^{TH} 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

- 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 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
- 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
- 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

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

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

Dated: July7_, 2021				300 300 300 300 300
Juillerat	<u>/s/</u>	-		Kathy
For Publication on July 10, and July 17, 2021 Treasurer	Kathy	Juillerat,	Converse	Clerk-
<u>in the Peru Tribune and Chronicle-Tribune Newspap</u>	ers			OLOIN

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; 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, 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.
- 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.

BX: BY: Joe Lenon, President COMMISSIONERS' "LANDLORD" CONVERSE BOARD OF AVIATION "LANDLORD» CONNERSE TOWN COUNCIL, , 2021. day of DATED this and shall not be assignable or sublet by the TENANT without the prior written consent of respective heirs, devisees, personal representatives, successors, and assigns of the parties, This Agreement shall be binding upon and shall inure to the benefit of the valuation or appraisement laws. reasonable attorney fees. Any award of attorney fees hereunder shall not be subject to fails to comply with the terms of this Agreement, TENANT shall pay the LANDLORD'S to make payments in a timely fashion pursuant to the terms of this Agreement or otherwise Time is of the essence of this Agreement. In the event that TENANT fails lands. LANDLORD'S decision in regard to the disapproval of any such person shall be TENANT shall not permit that person to conduct such farming operations on the subject disapproves of a particular person conducting farming operations on the subject lands, conducting all farming operations on the subject lands. In the event that LANDLORD The LANDLORD reserves the right to approve or disapprove of the person and sale costs from the TENANT'S share. same and to deduct all sums owed by the TENANT to the LANDLORD and all removal land by year end on December 31st shall entitle the LANDLORD to remove and sell the lease year contemplated hereby, the failure of the TENANT to remove all crops from the

In the absence of an express written understanding to the contrary in any

"LENYNL»

President.

Printed Name:

"TENANT"

Printed Name:

Description of Real Estate: Tract #1 (Tillable Acres)

thirty-one (31), both tracts being in Township twenty-five (25) North, Range six (6) East, of the Second Principal Meridian, and all being in Miami County, Indiana, Of the moral factional southwest quarter of Section thirty-one (31) together with a tract of land being a part of factional northwest quarter of Section for the faction of thirty-six (36), both tracts being in Township twenty-five (25) North Range five (5) East of the Second Principal Mendian combined with a tract of land being a per compared combined with a tract of land being a per compared combined with a tract of land being a per compared combined with a tract of Section A inset of land being a part of the east half of the northeast quarter of Section thirty-six (36), together with the northeast quarter of the southeast quarter of Section as a constant of the southeast quarter of Section as a constant of Section

corner post, thence South 88 degrees 56 minutes 40 seconds West, 17.03 feet to the POINT OF BEGINNING, containing 191,522 Acres more or less. thence North 24 degrees 10 minutes 00 seconds East, 488.01 to a steel rebar stake; thence North 10 degrees 30 minutes 23 seconds East, 220.03 feet to a wooden fence North 00 degrees 23 minutes 04 seconds West, 250.00 feet to a steel rebar stake; thence North 89 degrees 54 minutes 07 seconds East, 824.24 feet to a steel rebar stake; degrees 23 minutes 08 seconds West, 621,45 feet to a steel rebar stake; thence North 44 degrees 34 minutes 24 seconds East, 605,78 feet to a steel rebar stake; thence minutes 42 seconds West, 80.00 feet to a steel rebar stake; thence North 38 degrees 38 minutes 59 seconds East, 187.67 feet to a steel rebar stake; thence North 00 seconds West, 616.80 feet to a steel rebar stake; thence South 75 degrees 11 minutes 37 seconds West, 187.67 feet to a steel rebar stake; thence North 23 degrees 04 West, 691.05 feet to a steel rebar stake; thence South 89 degrees 36 minutes 38 seconds West, 692.43 feet to a steel rebar stake; thence North 45 degrees 33 minutes 54 feet to a steel rebar stake; thence South 00 degrees 01 minutes 26 seconds West, 624.01 feet to a steel rebar stake; thence South 44 degrees 32 minutes 38 seconds a steel rebar stake; thence South 23 degrees 04 minutes 42 seconds East, 80.00 feet to a steel rebar stake; thence South 58 degrees 38 minutes 59 seconds West, 187.67 rebar stake; thence South 43 degrees 51 minutes 41 seconds East, 581.27 feet to a steel rebar stake; thence North 75 degrees 11 minutes 37 seconds East, 187.67 feet to 23.30 feet to a steel rebar stake; thence South 25 degrees 21 minutes 04 seconds West, 361.78; thence South 22 degrees 31 minutes 53 seconds West, 453.95 to a steel stamped Bunnell LS; thence South 30 degrees 41 minutes 39 seconds West, 135.59 feet to a steel rebar stake; thence North 83 degrees 42 minutes 34 seconds West, 135, 136 feet to a steel rebar stake; thence North 83 degrees 42 minutes 34 seconds West, 135, 136 feet to a steel rebar stake; thence North 83 degrees 42 minutes 34 seconds West, 135, 136 feet to a steel rebar stake; thence North 83 degrees 42 minutes 34 seconds West, 135, 136 feet to a steel rebar stake; thence North 83 degrees 42 minutes 34 seconds West, 135, 136 feet to a steel rebar stake; thence North 83 degrees 42 minutes 34 seconds West, 135, 136 feet to a steel rebar stake; thence North 83 degrees 42 minutes 34 seconds West, 135, 136 feet to a steel rebar stake; thence North 83 degrees 42 minutes 34 seconds West, 135, 136 feet to a steel rebar stake; thence North 83 degrees 42 minutes 34 seconds West, 135, 136 feet to a stake 135 feet to a stake 1 said 250 acre tract; thence South 88 degrees 56 minutes 40 seconds West, along the north line of said 250 acre tract, 832.10 feet to a steel rebar stake with a marker minutes 55 seconds West, along the east line of said 250 acre tract, 1980.00 feet to a steel rebar stake with a marker stamped Bunnell LS marking the northeast corner of line of said southwest quarter, 19,31 feet to a steel rebar stake with a marker stamped Bunnell LS on the east line of said 250 acre tract; thence North 00 degrees 36 stamped Bunneil LS on the north line of the southwest quarter of fractional section thirty-one (31); thence North 88 degrees 56 minutes 48 seconds Bast, along the north aforesaid 250 acre tract, thence North 00 degrees 23 minutes 53 seconds West, along the east line of said 250 acre tract, 1325.41 feet to a steel rebar stake with a marker line of the north half of said fractional southwest quarter, 1980,00 feet to a steel rebar stake with a marker stamped Bunnell LS marking the southeast corner of the southwest quarter of Section thirty-one (31), Township twenty-five (25) North, Range six (6) East, thence North 89 degrees 06 minutes 04 seconds East, along the south line of said northeast quarter, 1315.86 feet to a steel rebar stake with a marker stamped Bunnell LS marking the southwest corner of the north half of the fractional stake with a marker stamped Bunnell L.S marking the southwest corner of said northeast quarter, thence North 89 degrees 30 minutes 00 seconds East, along the south thirty-six (30); thence South 00 degrees 10 minutes 12 seconds East, along the west line of the northeast quarter of said southeast quarter, 1320.13 feet to a steel rebar 1985.42 feet to a steel rebar stake with a marker stamped Bunnell LS marking the northwest corner of the northeast quarter of the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet to a steel in the southeast quarter 1320.13 feet in the southeast qu half of said northeast quarter; thence South 00 degrees 11 minutes 37 seconds East, along the west hite of the northeast quarter of said Section thirdy-six, along the west half of the northeast quarter of said Section thirdy-six, south half, and along the north line of said 250 acre trace, 1304,08 feet to a steel rebar stake with a marker stamped Bunnell LS marking the northwest corner of the south northeast corner of the south half of the northeast quarter of said northeast quarter; thence South 89 degrees 19 minutes 14 seconds West, along the north line of said northwest corner of the soc 00 degrees 23 minutes 04 seconds West, along the east line of said northeast quarter, 9.51 feet to a steel rebar stake with a marker stamped Burnell LS marking the marker stamped Bunnell L.S set on the east line of the northeast quarter of Section thirty-six (36), in Township twenty-five (25) North, Range five (5) Bast; thence North advances not recorded to the northeast quarter of Section thirty-six (36), in Township twenty-five (25) North, Range five (5) Bast; thence North advances not recorded to the northeast standard for the the herein described tract; thence South 88 degrees 56 minutes 40 seconds West, along the north line of said 250 acre tract, 989,28 feet to a steel rebar stake with a market track of the contract of the con line of said strip of land, 672.49 feet to a steel rebat stake with a marker stamped Bunnell LS on the north line of said 250 acre tract, and the POINT OF BEGINNING of described in Book 115 on Page 621-623 and found on file in the Miami County Recorder's Office; thence South 00 degrees 36 minutes 55 seconds Hast, along the west described in Rook 115 on Page Strang on the North Page Strang of Strang twenty-five (25) North, Range six (6) East, thence North 88 degrees 57 minutes 16 seconds East, (assumed bearing), along the north line of said northwest quarter, oses to a marker etamped Purment to meeting the northwest quarter. COMMENCING at a Miami County section corner monument marking the northwest corner of the fractional northwest quarter of Section thirty-one (31). Township twenty-five (92) Mostly Rance of the Fact (accumed bearing) along the north line of said northwest quarter.

Subject to essements, rights of way and restrictions of record.

Tract #4 (Concrete Pad To Be Removed) 23.823± Acres (1,037,714 Sq. Ft.) Tract #3 (Remote Control Air Field) 3.454± Acres Fract #2 (Concrete Pad, Driveway and Grassed Area) $56.305\pm$ Acres Tract #1 (Tillable Farm Land) 191.522± Acres

13.757 N BN JO NE 326.34' m'd ,00.08 79,78 ALELLISZN 3-01-346 N45-46 10 E ☐ N89'48'02"E Series 3.464± Acres SMS .00.092 Section 31 MODES OOM N20.39.04"E O/L MIN "DELL M8972'51'E 1506.28' m'd 2/1 1987 N89°54'07"E 824.24' p# jorit jo lisjed