

Newton Township

FARMLAND LEASE BID PACKET

For the use of approximately 24 acres of farmland at 2431 Mount Vernon Road, Newark, OH 43055.

This packet includes:

- **Notice to Bidders**
- **Instruction to Bidders**
- **Lease Agreement** (to be signed by Lessor and the Lessee after the bid has been awarded)
- **Bid Form**

Please return the completed Bid Form in a sealed envelope to Alicia Preston **by 6:30PM on June 2, 2026**. The bid can be delivered in person or placed in the locked black mailbox at the Newton Township Hall, 2551 Mount Vernon Road, Newark, 43055.

Any bid submitted after 6:30PM on June 2, 2026 will not be considered.

NEWTON TOWNSHIP

Notice to Bidders

Notice is hereby given that sealed bids will be received by Newton Township (Licking County) for:

The use of approximately 24 acres of farmland located at 2431 Mount Vernon Road, Newark, OH 43055. The lease term shall commence on January 1, 2027 and terminate on December 31, 2031. Rent is to be paid annually and is to be paid to the Township by the last day of June for each year of the Lease.

The bid packet may be printed from the Newton Township website: www.newtontownshiplc.com or copies are available at 2551 Mount Vernon Road, Newark, OH 43055.

Bids shall be sealed and delivered to the Newton Township Fiscal Officer by 6:30 p.m. on June 2, 2026 at 2551 Mount Vernon Road, Newark, Ohio 43055. The bid opening will take place during the Board's regular meeting on June 2, 2026 at 6:30PM, 2551 Mount Vernon Road, Newark, Ohio 43055. The bid will be awarded thereafter.

Newton Township Trustees

INSTRUCTION TO BIDDERS

The bid is for the use of approximately 24 acres of farmland located at 2431 Mount Vernon Road, Newark, Ohio 43055 (“Premises”). The lease term shall commence on January 1, 2027 and terminate on December 31, 2031

Lessee agrees to pay rent for the Premises in advance of the last day of June for each year of the lease. All payments of rent shall be made by check or cashier’s check payable to Newton Township c/o Fiscal Officer. All payments of rent must be delivered to 2551 Mount Vernon Road, Newark, Ohio 43055.

Bids shall be sealed and delivered to the Newton Township Fiscal Officer by 6:30PM on June 2, 2026 at 2551 Mount Vernon Road, Newark, Ohio 43055. The bid opening will take place during the Board's regular meeting on June 2, 2026 at 6:30PM, 2551 Mount Vernon Road, Newark, Ohio 43055. The bid will be awarded thereafter.

The Newton Township Board of Trustees reserves the right to waive informalities and/or reject any or all bids. Each bid must be signed by the person responsible for all liabilities and lease payments. The person or entity awarded the bid must sign the Lease Agreement.

Please read and review the Lease Agreement for further specifications.

LEASE AGREEMENT

This lease agreement (“Lease”) is made on this 2nd day of June 2026, by and between the Newton Township Board of Trustees (“Lessor”) and _____ (“Lessee”).

1. Description of the Premises

Lessor, in consideration of the monies to be paid and the covenants and agreements to be performed by Lessee, does hereby lease the following premises to Lessee: 2431 Mount Vernon Road, Newark, Ohio 43055 (“Premises”).

2. Lease Term

Lessee agrees to utilize the Premises for an original term commencing on January 1, 2027 and ending on December 31, 2031. The parties may agree to extend the lease term thereafter.

3. Rent

Lessee agrees to pay rent for the Premises at the rate of _____ per year, for five years, to be paid in advance of the last day of June for each year of the Lease. All payments of rent shall be made by check or cashier’s check payable to the Newton Township Fiscal Officer. All payments of rent must be delivered to the address located at 2551 Mount Vernon Road, Newark, Ohio 43055. Lessee agrees to pay a late fee in the amount of \$100.00 if rent is not paid in full and in advance of the last day of June for each year of the Lease.

4. Termination

Either party may terminate the Lease by providing written notice to the other party 30 days in advance of the date that the party desires to terminate the Lease. Written notice shall be given as follows:

Notice to Lessor:

Newton Township Trustees

2551 Mount Vernon Road

Newark, OH 43055

Notice to Lessee:

5. Use of Premises

Lessee shall use the Premises as farmland for the planting of crops and do so in accordance with the laws, rules, regulations, and ordinances of Newton Township, Licking County, and the State of Ohio. No other use or uses are permitted on or about the Premises.

6. Lessor's Entry

Lessee shall allow Lessor to enter and examine the Premises at all reasonable times.

7. Assignments and Subleases

Lessee shall not assign or sublet the Premises or any part thereof without Lessor's prior written consent.

8. Indemnification

Lessee agrees to protect, indemnify, and hold Lessor, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, including but not limited to attorney fees or liabilities of every kind and character arising out of or in connection with any acts or omissions, negligent or otherwise, of Lessee or its employees, officers, agents, and subcontractors. Lessee agrees to pay damages, costs, and expenses, including but not limited to attorney fees of Lessor, its officers, employees, and agents in defending any action arising out of the aforementioned acts or omissions.

9. Surrender of Premises

Lessee shall surrender, upon the expiration of the Lease, possession of the Premises to Lessor.

10. Real Estate Taxes

Lessor shall pay all real estate taxes and assessments that are due during Lessee's occupancy of the Premises.

11. Crops

Crops must be harvested and removed from the Premises by December 31 of each year during the Lease.

12. Reduce Acreage

Lessor maintains the right to reduce the acreage of the Premises should it become necessary to provide real property for a township cemetery. If Lessor exercises this right, Lessor agrees to reduce the rent in proportion to the amount of acreage used for cemetery purposes.

13. Repairs

Lessor and/or Lessor's insurance company will cause all necessary repairs to the Premises except for those repairs necessitated by Lessee's acts, omissions, negligence, fault, wrongdoing, or the like.

14. Successors and Assigns

All of the heirs, devisees, legal representatives, successors, and assigns of both Lessor and Lessee are bound by the terms and covenants of the Lease.

15. Right of Reentry

In case such as a receivership, bankruptcy, insolvency, or assignment of Lessee, or if Lessee defaults on any of the terms or covenants contained in the Lease, Lessor may reenter, retake, and repossess the Premises. Upon reentry, the Lease is terminated, and Lessor may exercise any of the options provided in the Lease.

16. Effect of Lessor’s Waiver

If Lessee fails to comply with the Lease, Lessor may do or cause to be done the required act for which Lessee failed to comply.

17. Severability

If any portion of the Lease is found to be void, unenforceable, or against public policy, the remaining portions of the Lease shall not be affected.

18. Entire Agreement

The Lease is the entire agreement between Lessor and Lessee. No representations, oral or written, not contained herein or attached hereto shall bind either party.

Newton Township Board of Trustees

Lessor

Scott E. Ellis Date

Print Name

Jeffery W. Hindel Date

Signature Date

Jeffrey S. Posey Date

**Newton Township
FARMLAND LEASE BID FORM**

TO: Newton Township
2551 Mount Vernon Road
Newark, OH 43055

FROM: _____
Bidder Name

Bidder Mailing Address

FOR: The bid is for the use of approximately 24 acres of farmland located at 2431 Mount Vernon Road, Newark, OH 43055.
Five-year lease: January 1, 2027 through December 31, 2031.

The undersigned has examined the *Instruction to Bidders and Lease Agreement*, and wishes to enter the following bid for a five-year lease.

BID:

Lease 24 Acres @ \$ _____ . _____ per Acre = \$ _____ per year.

Bidder's Name: _____

Bidder's Address: _____
(street)

(city, state, zip code)

Bidder's Telephone: _____

Bidder's Signature: _____
(Signature)

Please return this bid in a sealed envelope to Alicia Preston by 6:30PM on June 2, 2026.

The bid can be delivered in person or placed in the locked black mailbox at the Newton Township Hall, 2551 Mount Vernon Road, Newark, 43055.

Any bid submitted after 6:30PM on June 2, 2026 will not be considered.