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|  | **STATE OF** **OHIO** |  |
| **OHIO DEPARTMENT OF** **TRANSPORTATION** |  |
| **FARM LAND LEASE**  |
| ODOT Lease No.  |  | County: |  |
|  | Route: |  |
| Property Manager for ODOT |  |  |
|  | Section: |  |
|  |  |  |
|  | Parcel(s): | **-** |
|  |  |
| ODOT Address and Phone Number |  |  |
|  | State Job No.: |  |
|  |  |  |
| Lessee Name and Phone Number | PID.: |  |
|  | Begin Rental Date: | Click for a date. |
|  |  |  |
|  | Ending Rental Date: | Click for a date. |
| Lessee Address |  |  |
|  | Rental Amount: |  |
|  |  |  |
|  | Pmt. Due Date: | Click for a date. |
|  |  |  |
| Location of ODOT Owned Property | Lessee: Site or P.M. |  |
| Payment Cycle: Monthly [ ]  Yearly [ ]  Other [ ]   | Parcel Size: Acres |  | Square Feet |  |

**1. AUTHORITY**

The State of Ohio, Ohio Department of Transportation, by and through its Director, is authorized to lease real property which was acquired for, but not currently being used for, highway purposes. The property must be used for agricultural purposes. Agricultural purposes is defined as “commercial animal or poultry husbandry, or the production for a commercial purpose of field crops, tobacco, fruits, or vegetables”, Ohio Revised Code Chapter 5501.50.

**2. TERM**

ODOT hereby leases to Lessee for a term of one (1) year commencing on Click or tap to enter a date., and ending on Click or tap to enter a date., the Property in Exhibits A,B and C. This Lease will automatically renew yearly unless three (3) months before expiration either party notifies the other of its intention to terminate Lease.

**3. PAYMENT**

Rent for the Property will be $0.00 per year. Rent will be due and payable in equal monthly installments of $0.00 by the First (1st) day of month. Checks will be made payable to **“Treasurer, State of Ohio”** and will be paid by personal or business check, money order, cashier’s or certified check. If a personal or business check is returned for any reason, Lessee agrees to pay a charge of Thirty-Five Dollars ($35.00) in addition to any late charges that may accrue and ODOT will no longer accept personal or business checks from Lessee. If rent is not paid within 15 days after due date, a demand notice will be delivered to Lessee by the Property Manager requesting payment immediately. If payment is not received or suitable arrangements made between Lessee and Property Manager, eviction proceedings will begin immediately. Failure or inability of the Property Manager to contact Lessee will in no way give cause for delay of starting eviction proceedings.

**4. PURPOSE**

It is understood and agreed by Lessee that the Property will be used for agricultural purposes only.

**5. WEED CONTRTOL**

Lessee agrees to maintain weed control on the Property. If the Lessee does not provide necessary weed control, the Director may take whatever steps are necessary to maintain weed control. Costs incurred by the Director shall be certified to the Ohio Attorney General for collection. In the alternative, the Director may file a petition in the Court of Common Pleas for an order of abatement.

**6. OBSTRUCTION REMOVAL**

If the Property is located near a highway or an airport, the Lessee will only grow crops which will not create an obstruction of the view of the highway or interfere with airport safety and comply with Exhibit C. In accordance with provisions of Section 5501.50 R.C., if the Director determines the Lessee crops are an obstruction, the Director may do one of the following; take whatever steps are necessary to remove the obstruction. Costs

incurred by the Director shall be certified to the Attorney General for collection. In the alternative, the Director may file a petition in the Court of Common Pleas for an order of abatement.

**6.1** Remove crops at Lessee expense.

**6.2** File a complaint in the respective court of common pleas.

**7. STORAGE AND VENDING**

No storage of materials or supplies of any nature will be permitted on the Premises. No vending of any kind or character shall be conducted, permitted, or allowed on the Premises unless the Director issues a permit in accordance with Section 5515.01 R.C..

**8. INSPECTION**

ODOT specifically reserves the right of entry by an authorized officer, engineer, employee, contractor, or agent of ODOT for the purpose of inspecting the said Leased Premises, or the doing of any and all acts necessary or proper on said Leased Premises in connection with the protection, maintenance, reconstruction, and operation of the property. ODOT reserves the further right, at its discretion, to immediate entry upon the Premises and to take immediate possession of the same in case of any national or other emergency, or for the purpose of preventing sabotage and for the protection of State property

**9. GENERAL PROVISIONS**

**9.1** The parties hereto covenant and agree as follows:

**(a)** This Lease may be renewed on a yearly basis, per Section 3, and the rent will increase by 3% of the previous rental.

**(b)** At termination of this Lease, Lessee will deliver possession of the Property in a condition substantially the same as at commencement of Lease.

**(c)**  Lessee will comply with any applicable statutes, ordinance, orders, rules or regulations issued by federal, state, or local authorities relating to Lessee’s use and occupancy of the Property. Lessee will be responsible for all plowing, fertilizer, seeding, harvesting and any other material that may be needed for farming activities.

**(d)** Lessee will not assign or sublet the Property without prior written approval of the Director of Transportation.

**(e)** No permanent improvements, buildings, structures or alterations shall be placed in or on the Property without the review of plans, specifications and prior written approval of the Director of Transportation.

**(f)** In the event Lessee breaches this Lease, no portion of the rent will be returned by ODOT.

**(g)** Lessee will not be eligible for relocation payments unless Lessee was eligible as a result of occupancy under prior ownership or tenancy.

**(h)** This Lease is complete and all promises, representations, understandings and agreements in reference thereto pertaining to the Lease have been expressed herein. Any subsequent change or modifications hereof shall not be binding upon ODOT, unless such change is in writing and signed by the Director of Transportation.

**(i)** This Lease shall be construed under and in accordance with the laws of the State of Ohio.

**(j)** Either party may terminate this Lease without cause. In the event this Lease is terminated, party terminating the Lease will give the other party 90 days written notice. If ODOT terminates the Lease, the Lessee will vacate the premises within 90 days of receiving notice**.**

**(k)** Lessee shall occupy and use the Property at its own risk and expense, and hereby agrees to indemnify and hold harmless the State of Ohio, ODOT, its employees, agents, contractors and officials against any and all damages, claims, liabilities, losses, fines or expenses of any nature, whatsoever, arising from Lessee’s occupancy of the Property.

**10. TAXES** **AND ASSESSMENTS**

Tenant shall be responsible for the payment of all real estate taxes and assessments during the Rental term. State shall forward tax bills and/or assessments received from the

County Treasurer to Tenant, and Tenant shall pay the County directly such tax bill or assessments when due and payable. Tenant shall provide proof of payment to State within 30 calendar days of payment.

**11. RECORDATION**

This Lease will not be recorded.

**12. DRUG-FREE WORKPLACE**

Lessee agrees to comply with all applicable state and federal laws regarding drug-free workplace. Lessee will make a good faith effort to ensure that all of Lessee’s employees, while working on ODOT property, will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**13. NONDISCRIMINATION**

 **13.1** No person on the grounds of race, color, national origin, sex, age, disability, low-income status or limited English proficiency shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the above described property.

 **13.2** In the construction of any improvements on, over, or under the above described property and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, age, disability, low-income status or limited English proficiency shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination.

 **13.3** The above described property shall be used in a manner that at all times is in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. DOT – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

**13.4** In the event that this instrument grants a lease, license, or permit and any of the above nondiscrimination covenants is breached, then the State of Ohio, Department of Transportation, shall have the unfettered right to terminate the Lease, license or permit and to re-enter and repossess the above-described property and hold the same as if said lease, license or permit had never been made or issued.

 **13.5** In the event that this instrument grants a fee or easement interest and any of the above nondiscrimination covenants is breached, the State of Ohio, Department of Transportation, shall have the unfettered right to re-enter the above described property, and said property will thereupon revert to and vest in and become the absolute property of the State of Ohio and its successors and assigns for the use and benefit of the Department of Transportation.

 **13.6** In the event that this instrument grants a lease, fee or easement interest, all of the foregoing nondiscrimination covenants shall be and are covenants running with the land.

**14. WAIVER**

**14.1** The subsequent acceptance of any payment hereunder by ODOT shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease.

**14.2** The waiver of ODOT, or the failure of ODOT to take action with respect to, any breach of any term, covenant or condition herein contained will not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition herein contained.

**15. HEADINGS**

The headings to various paragraphs and exhibits to this Lease have been inserted for reference only and shall not to any extent have the effect of modifying, amending, or changing the expressed terms and provisions of this Lease.

**16. SIGNATURES**

Any person executing this Lease in a representative capacity hereby warrants that Choose an item. has been duly authorized by Choose an item. principal to execute this Lease on such principal’s behalf.

**17. NOTICES**

**17.1** All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Lease will be in writing and will be deemed to have been properly given if sent by United States Registered or Certified Mail, Return Receipt Requested, with respect to ODOT, address to:

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and with respect to Lessee, address to:

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**17.2** ODOT and Lessee shall each have the right, from time to time, to specify as its address for purposes of this lease any other address in the United States of America upon giving fifteen 15 days written notice thereof, similarly given, to the other party.

IN WITNESS WHEREOF, this Lease has been executed in triplicate by the parties hereto as of the date herein last written below. Lessee acknowledges receipt of a copy of this Lease and agrees to comply with the provisions herein contained.

**LESSEE(S):**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**ODOT: STATE OF OHIO**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name of ODOT Director, Director Date

Ohio Department of Transportation

**Exhibit A**

**LEGAL DESCRIPTION**

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**Exhibit B**

**Site Plan / Tax Map**

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**Exhibit C**

**Crop and Planting Specifics for the Property**

1. Crops cannot be grown within       feet of the edge of the pavement.
2. Due to safety concerns the following crops cannot be planted on the property.
	1. Corn, sunflowers or crops exceeding feet in height