

COUNTY OF TUSCOLA

DEPARTMENT OF BUILDINGS & GROUNDS

125 W. Lincoln St
Caro, Michigan 48723-1660
(989)672-3756

MICHAEL MILLER
Director

THOMAS McLANE
Assistant Director

TO: INTERESTED FARM OPERATIONS

FROM: MIKE MILLER

DATE: September 6, 2018

RE: FARM LEASE BID

Tuscola County will be accepting bids on 61 tillable acres located at the corner of Luder rd and Deckerville rd in Caro.

The following specifications shall be considered in your bid:

1. Lessee shall only be allowed to use the property for crop production only.
2. Lessee shall keep and maintain the leased property in good condition.
3. Leased property is not tilled.
4. Lessee shall provide proof of general liability insurance to cover claims against the leased property for personal injury, death, and property damage.
5. This lease will be for 1 year, beginning January 1st, 2019 through December 31st, 2019.
6. County will be responsible for any real estate taxes if any.
7. Property description:
The West ½ of the Northeast ¼ of Section 34, Almer Township, 13N, R9E.
Except the untillable wooded section in the southeast corner consisting of approximately 10 acres and
The 6 acres transferred to ISD. (Please see attached Map)
8. Your bid shall be per acre.
9. **NOTE:** In 2019, the Medical care facility will construct a walking path/service drive through the south end of the 12-acre section running East to West and into the wood lot. Farming operations can continue in this section including, tilling, planting etc. As stipulated in the lease, any loss to crops will reimbursed.

If you have, any questions please call 989-672-3756.

Closed sealed proposals labeled "FARM LEASE" shall be submitted to the Tuscola County Controllers office in the Purdy building, 125 W. Lincoln St., Caro, MI 48723 no later than 4:00 P.M. September 21, 2018.

Disclaimer

Tuscola County reserves the right at its sole discretion to reject any and all proposals received without penalty and not to enter a contract as a result of this RFP. The County also reserves the right to negotiate separately with any source whatsoever in any manner necessary to attend to the best interests of the County, to waive irregularities in any proposal and to accept a proposal which best meets the needs of the County, irrespective of the bid price."

By submitting a bid, the bidder is acknowledging that there will be no contractual relationship between Tuscola County and the bidder until both parties have formally approved and signed a written contract to be developed by Tuscola County legal counsel.

The County reserves the right to make an award without further discussion of any proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the offer can propose. There will be no best and final offer procedure. The County does reserve the right to contact an offer for clarification of its proposal."

Tuscola County Medical Facility Tillable Fields



Legend

- Tillable Area
- Parcel Boundary
- Roads



**TUSCOLA COUNTY
BOARD OF COMMISSIONERS**

207 E. Grant Street
Caro, MI 48723

Telephone: 989-672-3700
Fax: 989-672-4011

FARM LEASE

THIS FARM LEASE ("Lease") is made and entered into by and between the COUNTY OF TUSCOLA ("Lessor") and _____, a Michigan limited liability company, of _____ ("Lessee").

In consideration of the mutual covenants contained herein, Lessor and Lessee agree as follows:

1. **Leased Premises.** Lessor leases to Lessee, and Lessee hires from Lessor, to occupy and use for agricultural purposes, the following described property (the "Leased Premises"), located in Tuscola County, State of Michigan, to-wit:

The West A of the Northeast 4 of Section 34, Almer Township, 13N, R9E. EXCEPT the untillable wooded portion in the southeast corner consisting of approximately 12 acres and 6 acres transfer to ISD.

The aforesaid described premises consists of approximately sixty-one (61) tillable acres as reflected by an aerial survey conducted by the United States Department of Agriculture approved in 1984 and issued in 1986 (incorporated herein by reference).

It is mutually agreed and understood that Lessee will farm only the 61 acres as depicted in the aerial survey.

2. **Term.** The term of this Lease shall be _____, years, beginning on _____ and continuing through _____

Rent. The annual rental rate shall be _____ per tillable acre for a total annual rent the annual rent shall be paid as follows: 20% of the annual rent shall be paid in Go-RS r before January 1 of each rental year, and the remaining 80% of the annual rent shall be paid in arrears, on or before December 31 of each rental year. Rent shall be made payable to the County of Tuscola and delivered to the Tuscola County Treasurer.

(b) With or without terminating this Lease, sue for and recover all rents and other amounts then accrued or thereafter accruing; or

(c) Pursue any other remedy at law or in equity.

All remedies are cumulative and may be exercised concurrently or separately.

10. Repossession. Upon expiration or earlier termination of this Lease, possession of the Leased Premises shall automatically revert to the Lessor without any further demand or notice and the Lessor may enter forthwith upon the Leased Premises, or any part thereof in the name of the whole, without being liable in trespass or for any damages. In no event shall such reentry or resumption or possession or reletting be deemed to be an acceptance or surrender of this Lease or a waiver of the rights or remedies of the Lessor hereunder.

11. Lessor's Use. Lessor or its agents may enter the Leased Premises for inspection at any time. Lessee agrees to permit the Lessor to build, construct, or enlarge any existing structure on the Leased Premises at any time during the term of this Lease, notwithstanding the terms hereof, and the Lessor agrees to rebate a pro rata share of the rent in the event that such a building, construction, or enlargement is completed during the term of this Lease. Lessor further agrees to reimburse Lessee for any actual damage the Lessee may suffer for crops destroyed by Lessor's activities.

12. Lessor retains the right to sell any or all of the leased property. Lessor will make every attempt in the event of a sale to coordinate with lessee and purchaser to allow lessee to harvest any crops that are planted. In the event this is not possible Lessor agrees to provide a 30 day notice to Lessee in the event of a sale. Lessor agrees to reimburse Lessee for any crop loss at the rate of market pricing at the time of sale. Also to reimburse Lessee for any rent paid based on a percentage of the amount paid and number of months left in the year at the time of the sale.

13. Crop Farming Practices. Lessee shall adhere to Generally Accepted Agricultural and Management Practices (GAAMPs), as defined by the Michigan Commission of Agriculture and Rural Development.

14. Indemnification. Except for such liabilities, obligations, damages, penalties, claims, causes of action, costs and expenses caused by Lessor, Lessee shall indemnify Lessor against, defend, and hold it harmless from any and all liabilities, obligations, damages, penalties, claims, causes of action, costs and expenses, including reasonable attorneys' fees, paid or incurred as a result of or in connection with (i) Lessee's use or occupancy of the Leased Premises, (ii) any breach by Lessee, any sublessee, or any of their agents, contractors, employees, customers, assignees, invitees, or licensees, of any covenant or condition of this Lease, or (iii) the carelessness, negligence or improper conduct of the Lessee, any sublessee, or any of their contractors, employees, customers, invitees, or licensees. If any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon written notice from Lessor, will, at Lessee's expense, resist or defend such action or proceeding by counsel selected by Lessee and approved by Lessor in writing. Lessee shall bring or keep property upon the Leased Premises solely at its own risk, and Lessor shall not, unless the Lessor is the cause, be liable for any damages thereto or any destruction or theft thereof, nor shall Lessor be liable for any damages occasioned by or through acts or omissions of third parties, whether from adjoining properties or on or from the Leased Premises, or from bursting, stoppage or leaking of water, gas, sewer, steam or any other cause whatsoever. The obligations of Lessee under this section shall survive any termination of this Lease.

15. Insurance. Lessee, at its expense, shall provide and keep in force during the term of this Lease a comprehensive general public liability insurance policy insuring against claims for personal injury, death, and property damage occurring on, in or about the Leased Premises and the adjoining streets, property and passage ways, in appropriate amounts as determined by the Lessee.

16. Notices. Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be sent by regular mail, postage prepaid and shall be addressed (a) if to Lessor, at the address stated at the beginning of this Lease or at such other address as Lessor may designate by written notice, and (b) if to Lessee, at the address stated at the beginning of this Lease or at such other address Lessee shall designate by written notice.

17. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, heirs, personal representatives and assigns of the respective parties hereto.

Lessor and Lessee have executed this Lease effective as of the date of the signature of the last party to sign below.

Lessor:

COUNTY OF TUSCOLA

_____ Dated _____

Its: Chairperson of the Tuscola County Board of Commissioners

Lessee:

_____ Dated _____