

**BID SPECIFICATIONS FOR
SOUTH ADAMS SCHOOLS FARM LEASE**

GENERAL SPECIFICATIONS

1.1 **Background.** South Adams Schools (South Adams) intends to lease the Real Estate described in Exhibit "A" for farming purposes. Approximately 69.31 acres of this Real Estate is tillable. The property is located south of County Road W 700 S in Wabash Township approximately one half mile West of US 27 near Berne, Indiana. The property is zoned A-1 Agricultural. A portion of the property lies within a flood zone along the Amstutz # 3 Open Drain.

1.2 **Bidder Responsibility.** A copy of a proposed Farm Lease is on file and available for inspection at the office of South Adams Schools, 1075 Starfire Way, Berne, Indiana, phone number 260-589-3133. Each Bidder is responsible for determining the conditions, physical requirements, and costs, including necessary equipment, labor, transportation, and other factors necessary to perform the Lease. By submission of a Bidders bid, the Bidder represents that the bidder is fully acquainted with the conditions relating to the scope and restrictions attending to the execution of the work under the Lease. The Bidder shall thoroughly examine and be familiar with the bid specifications and the Lease language.

The failure or omission of any Bidder to be acquainted with conditions existing at the time of submission of this bid shall in no way relieve Bidder of any obligations with respect to such bid or to the Lease.

The Bidder shall make Bidder's own determination as to conditions and shall assume all risks and responsibility and shall complete the work in and under conditions which may be encounter or created, without extra cost to the South Adams unless agreed to in writing.

Bidder references, farming experience, ownership or access to necessary farm equipment, and financial condition shall be factors considered by South Adams in determining whether Bidder is a responsible Bidder. A Letter of Credit Worthiness signed by an officer of Bidder's bank or financial institution is required to be attached to Bidder's Bid.

1.3 **Terms of Lease.** The term of the Lease is for two (2) calendar years commencing in 2022. Rent shall be per acre based upon Lessee's final bid accepted by Lessor multiplied by Sixty-nine and 31/100 (69.31) tillable acres, which shall be totaled as annual rent payable in one (1) installment on March 1, 2022 for 2022 and March 1, 2023 for 2023.

Standard agricultural practices and good husbandry of the soil is required. The Lessee shall not commit waste or commit any nuisance on the premises nor shall the Lessee use the property for any unlawful purpose.

The Lessee shall be required to keep the Real Estate in good order and repair, usual wear and tear excepted, and shall be solely responsible for all costs of farming the premises or preparing the soil for farming. The Lessee shall be responsible for all real estate taxes and assessments, if any. The Lessor shall be responsible for maintenance and repair of field drainage tile.

The Lessee shall refrain from allowing any liens or encumbrances to attach against the Lease premises.

The Lessee shall be obligated to insure the premises against liability and name South Adams as an additional insured thereunder and shall be obligated to provide proof of such insurance in the amount of at least One Hundred Thousand Dollars (\$100,000.00) per individual, Three Hundred Thousand Dollars (\$300,000.00) per occurrence. Such insurance shall be maintained commencing with farming operations under the commencement of this Lease and continuing until its expiration or termination.

The Lessee shall indemnify the Lessor against claims arising from or related to personal injury or property damage; arising from any work performed on the premises by the Lessee, Bidders agents or employees; arising from Lessee's failure to perform under the Lease or any requirement imposed upon him by an authorized governmental agency or unit; arising from failure to pay obligations which the Lessee incurs in farming the premises; or arising from any violation of federal, state or local law, rule or regulation.

The Lessee shall not sublease or assign the premises without the written consent of Lessor.

The Lessee shall cooperate with reasonable requests of the Lessor to allow South Adams students to study soil composition and farming operations conducted on the premises.

1.4 **Bid Documents.** All bids must be submitted on a Bid Form provided by South Adams. Bidder shall submit a completed Bid Form, dated and properly signed.

1.5 **Submission of Bids.** South Adams will until the hour of 3:00 o'clock p.m., local time, on the 9th of November, 2021, receive sealed bids at the office of the South Adams Superintendent, 1075 Starfire Way, Berne, IN, concerning the South Adams Farm Lease of approximately 69.31 tillable acres, more or less, of farm ground located south of County Road W 700 S in Wabash Township approximately one half mile West of US 27 near Berne, Indiana, or a sealed bid may be delivered to the South Adams Board of Trustees immediately prior to its regularly scheduled Board Meeting to be held at 6:00 o'clock p.m., local time, in the Community Room (High School Room # 723), located at 1075 Starfire Way, Berne IN. Bids received will be opened and read aloud at 6:15 o'clock p.m., local time, at the Board's regularly scheduled meeting. Thereafter, any Bidders who tendered a sealed bid shall have the right to increase their

bids at the meeting, upon the President of the Board opening the floor for Bidders to increase their bids. Each Bidder shall be entitled to increase his/her/its bid as often as desired. After every Bidder indicates he/she/it no longer desires to increase his/her/its bid, the President of the Board shall note the final bid of each Bidder and the Secretary shall record same in the minutes of the meeting, which bid if accepted by South Adams, shall be binding upon the Bidder.

South Adams Schools shall thereafter have the right:

- 1) to take all bids under advisement;
- 2) to accept any bid within forty-five (45) days after the time of the bids during which time no bid shall be withdrawn;
- 3) to waive any and all informalities or irregularities in the bidding process;
- 4) at any time to accept or reject any and/or all bids.

DATED THIS 12th DAY OF OCTOBER, 2021.

Arlene Amstutz, President
South Adams Schools
Board of Trustees

EXHIBIT "A"

Part of the Northeast Quarter of Section 8, Township 25 North, Range 14 East, Wabash Township, Adams County, Indiana, described as follows:

Beginning at the northwest corner of said Northeast Quarter found per record witness; thence easterly, 1107.50 feet along the north line of said Northeast Quarter to a P. K. nail; thence southerly, deflecting right 89 degrees 40 minutes 00 seconds, 1109.83 feet to the centerline of a legal open drain known as the "Amstutz No. 3"; thence easterly, deflecting left 76 degrees 29 minutes 06 seconds, 215.10 feet in said legal open drain to the east line of the west half of said Northeast Quarter; thence southerly, deflecting right 77 degrees 01 minutes 49 seconds, 1497.00 feet along said west line to a 12" wood post on the south line of said Northeast Quarter; thence westerly, deflecting right 88 degrees 58 minutes 41 seconds, 1329.08 feet along said south line to the southwest corner of said Northeast Quarter; thence northerly, deflecting right 91 degrees 02 minutes 52 seconds, 2674.67 feet along the west line of said Northeast Quarter to the place of beginning. Containing 75.68 acres more or less.

Subject to: The right-of-way of County Roads 150 West, 700 South, a legal open drain known as the "Amstutz No. 3" and rights-of-way and easements of record.

FARM LEASE BID FORM

The undersigned, _____, (Bidder) by
(Name of business)

_____, its _____ hereby submits a bid of \$ _____
(Name) (Officer)

per acre as cash rent for the right to farm approximately 69.31 acres owned by SOUTH ADAMS SCHOOLS, which acreage is a portion of the real estate described in Exhibit "A" attached hereto. The undersigned reserves the right to increase its bid once all bids are opened. Bidder acknowledges that bidding shall continue at the time bids are opened until such time as no Bidders wish to further increase their bids. Only Bidders who submit a sealed bid, pursuant to the bid specifications, shall be allowed to increase their bids. Once all bidding has stopped, the Secretary of South Adams Schools Board of Trustees shall record the last bid of each Bidder. Bidder acknowledges that bids may be taken under advisement.

Bidder warrants that its final bid shall be good for forty-five (45) days, during which Bidder may not withdraw its final bid and during which South Adams Schools shall have the right to accept the highest and best bid or reject all bids.

Bidder warrants that neither the Bidder above, nor its agent or principal, owes delinquent taxes, special assessments, penalties, interest, or costs directly attributable to a prior tax sale on real estate located in Adams County, Indiana.

Bidder warrants that if Bidder's final bid is accepted by South Adams Schools as the highest and best bid, its final bid per acre x 69.31 acres, shall constitute the total annual cash rent to be paid to South Adams Schools on March 1, 2022 for 2022 and on March 1, 2023 for 2023.

Bidder warrants that in addition to paying annual cash rent, Bidder shall also be obligated to pay all real estate taxes and assessments assessed against the property described in Exhibit "A", if any, which are due and payable in 2022 and 2023 .

Bidder warrants that bidder is fully familiar with the condition of the acreage to be leased and is fully familiar with all terms and conditions of the Farm Lease to be entered into by and between the South Adams Schools and Bidder, in the event Bidder's final bid is the highest and best bid accepted by South Adams Schools.

Bidder provides the following three (3) references. (Name, address and telephone number).

1.

2.

3.

Bidder's farming experience. (Identify years of farming, acres farmed, equipment owned and such other information which evidences Bidder's ability to perform under the Farm Lease):

Attach a Letter of Credit Worthiness signed by an officer of Bidder's bank or financial institution.

DATED: _____, 2021.

I affirm under the penalties of perjury that the foregoing representations are true.

(Name of Bidder)

By: _____
(Name), Its: _____ (Office)

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Subject to: The right-of-way of County Roads 150 West, 700 South, a legal open drain known as the "Amstutz No. 3" and rights-of-way and easements of record.

FARM LEASE

South Adams Schools ("Lessor") hereby leases to _____ ("Lessee") the real property located at W 700 S, Berne, Indiana ("Premises"), more fully described in Exhibit A annexed hereto on the following terms and conditions:

1. *Term of Lease.* The term of this lease shall be for a period of two (2) calendar years commencing in 2022, unless terminated as set forth in Section 15.
2. *Rent.* Lessee shall pay to Lessor as rent for the use and possession of the Premises the sum of \$_____ per year (calculated as \$_____/acre on approximated 69.31 tillable acres), payable on or before March 1, 2022 for 2022 and payable on or before March 1, 2023 for 2023.
3. *Use of Premises.* The Premises shall be used by Lessee for the purpose of planting, growing and harvesting crops. The Premises shall not be used by Lessee for any other purpose without Lessor's prior written consent.
4. *Operations on Premises.* All operations conducted on the Premises by Lessee as incidents of any use specified in paragraph 3 of this lease shall be in accordance with the best course of husbandry practiced in the geographical vicinity of the Premises. Lessee shall be solely responsible for all costs of farming the Premises, including but not limited to, costs of seed, fertilizer, lime or other soil enhancement chemicals, insecticides, herbicides, planting and harvesting. Lessor shall be responsible for maintenance and repair of field drainage tile. Lessee shall pay, when due, real estate taxes and assessments assessed against the leased premises, if any, which are due in each year of this lease. If Lessee fails to perform any of such obligations in the prescribed manner, after Lessor shall have given Lessee 10 days written notice of such failure (as provided in paragraph 18), Lessor may enter the Premises and take whatever action it deems necessary to protect its interest therein and in this lease. Lessee shall reimburse Lessor on demand for the cost of any action Lessor may take under the provisions of this paragraph.
5. *Educational Use.* During the term of this lease Lessee agrees to cooperate with reasonable requests of Lessor to allow South Adams students to conduct soil analysis and study farming operations conducted on the premises.
6. *Waste or Nuisance.* Lessee shall not commit or permit the commission by others of any waste on the Premises, maintain, commit, or permit the maintenance or commission of any nuisance, or use or permit the use of the Premises for any unlawful purpose.
7. *Insurance Hazards.* Lessee shall, at Lessee's expense, maintain all risk liability insurance on the Premises with liability limits in a commercially reasonable amount acceptable to Lessor. Lessor shall be named as an additional insured under Lessee's liability insurance coverage. In the event that Lessor maintains insurance coverage on the Premises, or the crops on the Premises, Lessee shall comply with all requirements

of Lessor's insurance carriers necessary for the continued maintenance of such insurance at reasonable rates. Lessee shall not commit or permit the commission of any hazardous acts on the Premises nor use or permit its use in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring the Premises or the crops thereon.

8. *Maintenance.* Lessee shall, at his expense, keep and maintain the Premises in good order and repair and in as safe and clean a condition as existing when Lessee takes possession of the Premises, reasonable wear and tear expected.
9. *Improvements and Liens.* Lessee shall not, without Lessor's prior written consent, make, or permit any other person to make, any alterations to the Premises, or to any improvement thereon or facility appurtenant thereto. Lessee shall keep the Premises free and clear from all liens, claims, and demands for work performed, materials furnished, or operations conducted thereon by Lessee or at his request.
10. *Inspection by Lessor.* Lessee shall permit Lessor or its agents, representatives, or employees to enter the Premises at all reasonable times in order to inspect the Premises to determine whether Lessee is complying with the terms of this lease, and to do all other lawful acts that are necessary to protect Lessor's interest in the Premises.
11. *Acceptance by Lessee.* Lessee accepts the Premises in its present condition. Lessee warrants and represent to Lessor that Lessee is familiar with and has inspected the Premises, that Lessee has been assured by means independent of Lessor or Lessor's agents of the truth of all facts material to this lease, and that Lessee is leasing the premises as a result of his own inspection and investigation and not based on or as a result of any representations made by Lessor or its agents.
12. *Hold Harmless by Lessee.* Lessee shall indemnify and hold Lessor free and harmless from all claims, liability, loss, damage, or expense resulting from Lessee's occupation and use of the Premises, including, without limitation, any claim, liability, loss, or damage arising by reason of:
 - (a) Any injury to person or property, from whatever cause, while in or on the Premises or in any way connected with the Premises or with the personal property therein or thereon, including any liability for injury to the person or personal property of Lessee or of his agents, officers, or employees;
 - (b) Any work performed on the Premises or materials furnished to the Premises by or at the request of Lessee or his agents or employees;
 - (c) Any failure by Lessee to perform any provision of this lease or to comply with any requirement imposed on him or on the Premises by any duly authorized governmental agency or political subdivision; or

- (d) Any failure or inability by Lessee to pay as they become due any obligation incurred by him in conducting his agricultural or other operations on the Premises.
13. *Hold Harmless by Lessor.* Lessor shall indemnify and hold Lessee free and harmless from all claims, liability, loss, damage, or expense resulting from Lessor's occupation and use of the Premises, including, without limitation, any claim, liability, loss, or damage arising by reason of:
- (a) Any injury to person or property, from whatever cause, while in or on the Premises or in any way connected with the Premises or with the personal property therein or thereon, including any liability for injury to the person or personal property of Lessee or of his agents, officers, or employees;
 - (b) Any work performed on the Premises or materials furnished to the Premises by or at the request of Lessor or its agents or employees; or
 - (c) Any failure by Lessor to perform any provision of this lease or to comply with any requirement imposed on it or on the Premises by any duly authorized governmental agency or political subdivision.
14. *Subleasing and Assigning.* Lessee shall not, without Lessor's prior written consent, encumber, assign, or otherwise transfer this lease, or any right or interest herein, in the Premises, or any existing or future improvement constructed or installed thereon; nor shall Lessee sublet all or part of the Premises or allow any persons other than Lessee's agents, family, and servants to occupy or use all or any part thereof. A consent by Lessor to one assignment, subletting, occupation, or use by another person shall not be deemed a consent to any other assignment, subletting, occupation or use. Any encumbrance, assignment, transfer, or subletting, whether voluntary or involuntary (by operation of law or otherwise), without Lessor's prior written consent, shall be void and shall entitle Lessor to terminate this lease. Lessor shall not unreasonably withhold his consent to any such assignment of Lessee's interest in this lease or Lessee's subletting of the Premises.
15. *Breach or Default.* If Lessee breaches this lease (including any default in performing any term, provision, covenant, or condition required herein by Lessee to be kept, observed, or performed), or abandons the Premises before the end of the lease term, Lessor may declare all unpaid rent to be immediately due and payable, and may enforce all its rights and remedies under this lease, including the right to recover all unpaid rent. In addition to any other remedy available to Lessor, it may terminate this lease and recover from Lessee all amounts necessary to compensate Lessor for all detriment caused by Lessee's failure to perform his obligations under this lease, including all costs of enforcement and collection, and including reasonable attorney fees.

- 16. *Termination.* This lease shall terminate on December 31, 2023. Lessee shall not plant a crop in 2023 which cannot be harvested by December 31, 2023.
- 17. *Insolvency of Lessee.* If Lessee shall become insolvent, this lease shall terminate and Lessor may reenter and regain possession of the Premises. Lessee shall be deemed insolvent if a receiver is appointed to take possession of all or substantially all of his property, Lessee makes a general assignment for the benefit of creditors, or Lessee is adjudicated as a bankrupt.
- 18. *Notices.* Except as otherwise expressly provided by law, all required or permitted notices or communications between the parties shall be in writing and be deemed duly served and given when personally delivered to the other party, or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the other party at the address indicated below. The parties agree to notify the other party immediately of any change of address.
- 19. *Binding Effect; Nonassignment.* This lease shall be binding upon and inure to the benefit of both parties and their respective heirs, executors, administrators, successors and assigns. Nothing herein shall be construed as Lessor's consent to any assignment of this lease or any interest herein by Lessee except as provided in paragraph 13.
- 20. *Non-waiver.* Lessor's waiver of any breach of any provision of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee of either the same or any other provision hereof.
- 21. *Counterparts.* This lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 22. *Entire Agreement.* This lease constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes all prior understandings or agreements between the parties relative thereto.

South Adams Schools, Lessor

By: _____
Arlene Amstutz, President

By: _____, Lessee

Dated: _____, 2021

Dated: _____, 2021

Address: 1075 Starfire Way
Berne, IN 46711

Address: _____

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