

**NOTICE TO BIDDERS
FOR FIVE (5) YEAR FARM LEASE OF COUNTY PROPERTY**

Ford County is requesting sealed bids to lease County owned property to occupy and use for agricultural purposes. The property to be leased is described as follows:

The South Half (S/2) of Section Twenty-two (22), Township Twenty-five (25) South, Range Twenty-five (25) West of the 6th P.M., Ford County, Kansas, LESS a tract more particularly described as follows:

A portion of the South Half of the South Half of Section 22, Township 25 South, Range 25 West of the 6th P.M., County of Ford, State of Kansas, more particularly described as follows.

Considering the South line of the Southwest Quarter of said Section 22 to bear an assumed bearing of North 90°00'00" West with all bearings contained herein relative thereto.

Beginning at the South Quarter Corner of said Section 22; thence along the South line of the Southwest Quarter of said Section 22, North 90°00'00" West 46.51 feet; thence North 00°42'01" West 235.75 feet; thence North 26°47'58" West 133.00 feet ; thence North 30°56'05" West 232.48 feet; thence North 56°49'21" East 178.25 feet; thence South 89°53'54" East 161.85 feet; thence South 56°57'51" East 28.73 feet; thence South 08°55'39" West 161.35 feet; thence South 04°25'38" West 186.88 feet; thence South 88°46'08" West 90.39 feet; thence South 01°25'43" East 240.58 feet; thence South 38°51'11" East 60.73 feet to the South line of the Southeast Quarter of said Section 22; thence along said South line, North 90°00'00" West 20.52 feet to the point of beginning.

If you are interested in submitting a bid, please fill out the attached Farm Lease and return it to the Ford County Clerk, Ford County Government Center, 100 Gunsmoke, Dodge City, Kansas 67801. All bids should be sealed in an envelope clearly marked "Farm Lease Bid" on the outside of the envelope. Bids will be received until 11:00 a.m. on July 15, 2022, and will be opened at that time in the Ford County Clerk's Office (4th Floor, Ford County Government Center). The Ford County Board of Commissioners will review the bids at their next regular meeting. The Board of County Commissioners reserve the right to reject any or all bids and to waive formalities.

Questions or requests for additional information should be directed to the Ford County Administrator's Office, 100 Gunsmoke, Dodge City, Kansas 67801. (620) 227-4670.

FARM LEASE

THIS LEASE is made and entered into the _____ day of _____, 2022, by and between Ford County, Kansas ("LESSOR") and _____ ("LESSEE").

1. LESSOR hereby leases to LESSEE, to occupy and use for agricultural purposes, the following described real property, to-wit:

The South Half (S/2) of Section Twenty-two (22), Township Twenty-five (25) South, Range Twenty-five (25) West of the 6th P.M., Ford County, Kansas, LESS a tract more particularly described as follows:

A portion of the South Half of the South Half of Section 22, Township 25 South, Range 25 West of the 6th P.M., County of Ford, State of Kansas, more particularly described as follows.

Considering the South line of the Southwest Quarter of said Section 22 to bear an assumed bearing of North 90°00'00" West with all bearings contained herein relative thereto.

Beginning at the South Quarter Corner of said Section 22; thence along the South line of the Southwest Quarter of said Section 22, North 90°00'00" West 46.51 feet; thence North 00°42'01" West 235.75 feet; thence North 26°47'58" West 133.00 feet ; thence North 30°56'05" West 232.48 feet; thence North 56°49'21" East 178.25 feet; thence South 89°53'54" East 161.85 feet; thence South 56°57'51" East 28.73 feet; thence South 08°55'39" West 161.35 feet; thence South 04°25'38" West 186.88 feet; thence South 88°46'08" West 90.39 feet; thence South 01°25'43" East 240.58 feet; thence South 38°51'11" East 60.73 feet to the South line of the Southeast Quarter of said Section 22; thence along said South line, North 90°00'00" West 20.52 feet to the point of beginning.

2. This Farm Lease shall be for a period of five (5) years, commencing January 1, 2023. LESSEE shall receive possession on the commencement date.

3. LESSEE shall pay cash rent to LESSOR in the amount of \$_____ annually. The first cash rent payment shall be due and payable on the 3rd day of January, 2023, and a like amount due and payable on the first business day of January for the term of this lease.

4. If rent is not paid when due, LESSEE shall pay interest on the amount of unpaid rent at the rate of ten percent (10%) per annum from the due date until paid.

5. The rental payments shall be made payable to "Ford County, Kansas," and delivered to:

Ford County Clerk
Ford County Government Center
100 Gunsmoke
Dodge City, Kansas 67801

6. LESSEE acknowledges and agrees that in the event a rent payment is past due for 120 days the LESSOR will give notice of intent to terminate the lease and intent to publish public notice for a new lease. If the LESSEE pays the past due rent with interest as provided for in paragraph four (4) before the public notice is published, LESSEE may continue with the lease. If the LESSEE fails to pay the past due rent and interest prior to the publication of public notice, LESSEE shall not be eligible to bid on the new lease.

7. LESSEE shall provide the labor necessary to maintain the leased property during the lease term in as good condition as it was at the beginning of the lease.

8. LESSEE agrees to use diligence to prevent noxious weeds from going to seed on the leased property. LESSOR shall provide the chemicals or other materials necessary to treat noxious weeds and the LESSEE shall apply said chemicals or other materials to the leased property.

9. LESSEE shall control soil erosion according to an approved conservation plan; keep in good repair all terraces, open ditches, inlets and outlets of tile drains and ponds; preserve all established water courses or ditches including grassed waterways and field borders; and refrain from any operation or practice that will injure such structures.

10. Upon termination of this lease, LESSEE shall pay LESSOR reasonable compensation for any damages to the lease property for which the LESSEE is responsible. Any decrease in value due to ordinary wear and depreciation or damages outside the control of the LESSEE are excepted.

11. LESSEE shall pay all costs of operation except as otherwise specifically provided for in this lease.

12. LESSEE shall provide the LESSOR with yield or production information for harvested crops sufficient to meet requirements for crop insurance documentation and participation in USDA commodity programs.

13. The LESSEE shall not in the final years of the lease plant double or continuous crops, except in the case the LESSEE is again awarded the bid for the new lease, thereby affording any new bid winner the opportunity for reasonable return in their first lease year.

14. LESSOR shall, in the event this lease is terminated before the end of the lease term, reimburse LESSEE for field work done and cost incurred for the immediate upcoming crop season. Unless otherwise agreed, current custom rates for the operations involved and actual costs for materials applied will be used as a basis of settlement.

15. LESSOR shall have the right to enter into agreements for the development of petroleum, wind, solar or other resources on the property, and may also authorize third parties to enter upon the property to survey, construct and/or operate the facilities reasonably necessary to develop those resources. LESSOR agrees to reimburse LESSEE for any actual damage suffered by crops destroyed by these activities and to release the LESSEE from obligation to continue farming the leased property when and if development of such resources interferes materially with the LESSEE'S opportunity to make a satisfactory return.

16. LESSEE shall conduct all operations on the leased property in a manner consistent with all applicable local, state and federal environment codes, regulations and statutes and shall bear sole responsibility for any violations thereof. LESSEE shall be solely responsible for securing any permits or approvals necessary for his activities on the property. In the event of any legally prohibited release of materials into the environment, LESSEE will indemnify the LESSOR for any costs of environmental cleanup and restoration as well as any penalties, fines, judgments or other amounts incurred by LESSOR as a result of such release.

17. Any modification to this lease shall be mutually agreed to in writing and signed by both the LESSOR and LESSEE.

18. This lease shall be interpreted as in accordance with and governed by the laws of the State of Kansas.

19. It is understood and agreed this lease shall not be deemed to be nor intended to give rise to a partnership relationship.

20. If LESSOR should sell or otherwise transfer title to all or part of the leased property, such sale or transfer shall be subject to the terms and provisions of this lease.

21. LESSOR reserves the right to enter the leased property at any reasonable time to consult with the LESSEE and to make repairs, improvements and inspections.

22. LESSEE shall not have the right to lease or sublet any part of the leased property or to assign this lease to any person or persons, including for the purpose of hunting or other recreational use.

23. The provisions of this lease shall be binding upon the heirs, executors, administrators and successors of both LESSOR and LESSEE in like manner as upon the original parties, except as provided by mutual written agreement.

IN WITNESS WHEREOF, the parties have executed this lease effective the day and year first above written.

LESSOR:
FORD COUNTY, KANSAS

Chris Boys, Chairman
Board of County Commissioners

ATTEST:

Debbie Cox, County Clerk

LESSEE:
