

LEGAL NOTICE

BID SPECIFICATIONS

Sealed bids will be accepted by the Ross County Board of Commissioners, as Trustees of the John W. Roweton Trust, at its office until **9:30 a.m., Monday, October 19, 2026**, at which time the bids will be publicly opened and read aloud, for the **three-year cash lease of approximately 106.08 acres of cropland**, known as **Roweton Ranch**, located on Cattail Road in Union Township, Ross County, Ohio.

The lease term shall commence **January 1, 2027**, and terminate **December 31, 2029**.

The tenant shall farm the premises in accordance with an approved USDA's Farm Service Agency (FSA) Soil Conservation Plan and in a good and proper manner consistent with accepted agricultural practices.. The land shall be devoted to a crop rotation designed to maintain soil tilth, fertility, and weed control at existing levels. Fertilization rates shall be based upon soil tests conducted in accordance with recommendations from The Ohio State University.

The landlord reserves the right to have the premises inspected annually by the Ross County Agricultural Extension Agent, in conjunction with the tenant, to determine whether the land is being properly maintained and farmed.

Each bid shall include the **full legal name of each person or entity submitting the bid** and shall be accompanied by a bid bond, cashier's check, or certified check drawn on a solvent bank in an amount equal to **five percent (5%) of the total amount bid**, payable to the **"John W. Roweton Trust."** The bid security of the successful bidder shall be applied toward the first lease installment payment.

The outside of the bid envelope shall be clearly marked:

"BID OPENING – 9:30 A.M., ROWETON RANCH FARMLAND"

Failure of the successful bidder to execute a lease in conformity with the invitation to bid and the successful bid shall result in forfeiture of the bid bond or bid guaranty. The bid bond or bid guaranty of all unsuccessful bidders shall be returned upon award of the lease or rejection of all bids.

Lease specifications may be obtained from the Office of the Ross County Board of Commissioners, Ross County Courthouse, **2 N. Paint Street, Suite H, Chillicothe, Ohio 45601**, or by visiting the Commissioners' website at www.rosscountyoio.gov/commissioners and selecting **"Public Notice."** The provisions of this Legal Notice shall be considered a part of the lease specifications.

The Ross County Board of Commissioners, as Trustees of the John W. Roweton Trust, **reserves the right to reject any or all bids.**

By Order of:
Ross County Board of Commissioners
as Trustees of the John W. Roweton Trust

**JOHN W. ROWETON RANCH
CASH LEASE FOR FARMLAND**

Section I. Date, Parties to Lease and Description of Property

1. This lease is made this ____ day of _____, 2026, by and between the Ross County Commissioners (John W. Roweton Trustees), 2 North Paint Street, Chillicothe, OH 45601, hereinafter referred to as "Landlord", and _____, whose address is _____, hereinafter referred to as "Tenant".

2. The Landlord in consideration of the hereinafter described agreements made by the Tenant, does hereby lease to the Tenant to occupy and use for agricultural purposes only the following described real estate situated in the County of Ross, State of Ohio: approximately 110 acres located on Cattail Road, Union Township, Ross County, Ohio, said real estate being part of parcel 37-0916020.600, and being more fully described and set forth in the attached boundary map marked as Exhibit "A".

Reservations: The Landlord reserves the right to amend the agreement to meet any requirements of the trust, orders of the court, and laws of the State of Ohio or its agencies. Consistent with those requirements, the Commissioners (Trustees of Roweton Trust), should it become necessary to use this land for development or other purposes, will pay for growing crops at market price based on expected yield data estimated by the Ross County Agricultural Extension Agent.

Section II. Length of Lease

Said tenant to have and to hold the said property, subject to the conditions and limitations hereinafter mentioned, for a term of three (3) years beginning on the 1st day of January, 2027 at 12 noon and ending on the 31st day of December, 2029 at 12 noon.

Section III. Payment of Rent

For the occupancy and use of the real estate as herein described the tenant agrees to pay the landlord, his heirs or assigns, an annual rent of _____. This rent shall be due and payable at the Ross County Commissioners' Office, 2 North Paint Street, Chillicothe, Ohio on March 1st (50% of annual amount) and October 1st (50% of annual amount) of each year during the term of his Lease.

Section IV. Landlord's Contribution

The Landlord will furnish the above-described real estate including the improvements thereon and pay all taxes on said property.

Section V. Tenant's Contribution and Care of Property

(1) The Tenant agrees to farm the land in a husband-like manner. (2) He or she will keep the buildings, fences, and other improvements that are necessary for the conduct of this lease, in as good repair as they now are, ordinary wear, loss by fire, or unavoidable destruction excepted. (3) Buildings and facilities not used by the Tenant for the farming activity shall be maintained and used by the Landlord.

Section VI. System of Farming and Soil Maintenance

It is agreed that the tillable land on this farm shall be devoted to crops in the following rotation. Any change in this rotation or in acreage of cultivated crops shall be by mutual agreement, in writing, of Landlord and Tenant.

Keep in rotation as much as possible to keep fertility at present levels.

Not less than _____ acres of crop land and rotation pasture shall be limed each year with an application of _____ tons of _____ per acre. Not less than _____ acres of permanent pasture shall be limed each year with an application of _____ tons of _____ lime per acre.

The expense of lime so applied shall be borne as follows:

Landlord pays _____

Tenant pays _____

Other provisions for soil maintenance are: _____

Section VII. Right to Make Improvements and Compensation for Damage

If the Tenant desires to make at his own expense further improvements which are usually provided by the Landlord or in part by the Landlord, he shall obtain from the Landlord his written consent to make the improvements and they shall mutually agree upon a basis for compensating the tenant for the unexhausted value of such improvements upon the expiration of the lease. Or it may be agreed that in lieu of compensation the Tenant may within 60 days after the termination of this Lease, remove such structures as he has built, provided he has given

notice of his intention to the Landlord at or before the time of expiration of the Lease and provide further that he leaves that portion of the farm from which such improvements are removed in as good condition as it was previous to the construction of such improvement.

Section VIII. Right of Entry

The Landlord reserves the right to enter upon said land to inspect, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the farm so long as it does not interfere with the rights of the tenant as provided in this lease.

Section IX. Heirs and Successors

This Lease shall be binding upon the heirs, executors, administrators, and successors of both Landlord and Tenant. However, if the Lease is for more than one year and: (1) the farm is sold or transferred during the term of this Lease, the transaction is subject to the terms of this Lease. (2) In the event of the death of the Tenant during the terms of the Lease, the Lease shall be terminated at the end of the Lease year in which the death occurs at the option of the Landlord.

Section X. Arbitration

In case of inability to settle disagreements concerning this Lease, the matter shall be submitted to arbitration. A committee of three (3) disinterested persons, one to be chosen by the Landlord, one by the Tenant, and the two thus chosen shall select a third, shall arbitrate the conflict and their decision shall be binding on both parties.

Section XI. Yielding Possession at End of Lease

The Tenant agrees that at the expiration of this lease he will yield possession of the property to the Landlord without further notice and that it will be in as good order and condition as when the same was entered by the Tenant, loss by fire, or other unavoidable casualty and ordinary wear and tear excepted.

Section XII. Subleasing

The Tenant will not re-lease or sublet said property or any part thereof without the written consent of the Landlord.

In witness whereof, the parties have signed this lease on the date named in Section I.

Witnessed by:

Landlord:

Ross County Board of Commissioners (John
W. Roweton Trustees)

Printed name: _____

Jack A. Everson, President

James E. Lowe, Vice President

David A. Glass, Commissioner

Witnessed by:

Tenant:

Printed name: _____

Reviewed by County Prosecutor:

Jeffrey C. Marks

STATE OF OHIO, COUNTY OF ROSS, SS:

BEFORE ME, a notary public in and for said County and State, personally appeared the above-named Landlords, Jack Everson, James Lowe and David Glass on behalf of the Ross County Board of Commissioners (John W. Roweton Trustees), who acknowledged that they did sign this Lease and the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chillicothe, Ohio, the ____ day of _____, 20____.

Notary Public

Note:

- (a) This lease form indicates points which should be covered in a cash share lease. Since conditions and circumstances vary widely between individual farms, the terms that will make an equitable lease for a particular farm will in many cases vary in some degree from the terms state in this lease. Add or delete statements that will make the lease more appropriate for your situation.
- (b) Complete two copies of this lease, one for landlord, and one for tenant. Strike out any item or parts of items that are not desired. One blank section is XIII, provided if some additional feature is desired.
- (c) Leases of 3 years or longer, in order to be legally binding, must be recorded in the County Court House.

STATE OF OHIO, COUNTY OF ROSS, SS:

BEFORE ME, a notary public in and for said County and State, personally appeared the above-named Tenant, _____, who acknowledged that they did sign this Lease and the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chillicothe, Ohio, the _____ day of _____, 20____.

Notary Public

Note:

- (a) This lease form indicates points which should be covered in a cash share lease. Since conditions and circumstances vary widely between individual farms, the terms that will make an equitable lease for a particular farm will in many cases vary in some degree from the terms state in this lease. Add or delete statements that will make the lease more appropriate for your situation.
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THIS INSTRUMENT PREPARED BY: JEFFREY C. MARKS, PROSECUTING ATTORNEY, ROSS COUNTY, OHIO



 Tract Boundary

 Cropland

 Noncropland

Tract 1013

Tract Cropland Total: 106.08 acres

2026 Program Year

Phy. County: Ross, OH

2025 imagery

Wetland Determination Identifiers

-  Restricted Use
-  Limited Restrictions
-  Exempt from Conservation
-  Compliance Provisions

EXHIBIT A

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). USDA is an equal opportunity provider, employer, and lender.

0 330 660

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Map Created 04/02/2026