

FARM LEASE AGREEMENT

THIS LEASE, made this \_\_\_\_\_ day of December, 2021, by and between THE VILLAGE OF NEW BREMEN, OHIO, an Ohio municipal corporation, hereinafter "Landlord" of New Bremen, Ohio and \_\_\_\_\_, hereinafter collectively "Tenant" of \_\_\_\_\_, Ohio:

WITNESSETH: That said Landlord, in consideration of the rents and covenants hereinafter contained, and by said Tenant to be paid and performed, hereby Leases to the said Tenant, the following described real estate situated in the Township of Van Buren, County of Shelby, State of Ohio, to-wit:

Being 70.998 and 54.823 tillable acres (82.365 and 57.085 total acres), more or less, in Van Buren Township of Shelby County, Ohio, as located and more particularly described on the attached Exhibit "A" incorporated herein by reference by Shelby County permanent parcel numbers; 54-0148100.005 and 54-0418200.002.

TO HAVE AND TO HOLD said tillable acreage with the appurtenances, unto said Tenant, from the 1<sup>st</sup> day of January, 2022 for and during the full term of twelve (12) months next ensuing and fully to be completed and ended on the 31<sup>st</sup> day of December, 2022;

**Yielding and Paying** therefore, during said term as and for base rent the sum of

\_\_\_\_\_ and No/100 Dollars

(\$\_\_\_\_\_) payable as follows:

- A. The sum of \_\_\_\_\_ and No/100 Dollars  
(\$\_\_\_\_\_) payable on or before June 1, 2022 (one-half (1/2) of the total rent due for the year)
- B. The sum of \_\_\_\_\_ and No/100 Dollars  
(\$\_\_\_\_\_) on or before November 15, 2022 (one-half (1/2) of rent due for the remainder of the year) which shall be payable to Landlord at its

mailing address of P.O. Box 27, New Bremen, Ohio 45869, or such other place as Landlord may direct in writing.

**PROVIDED**, however, that if said rent, or any part thereof, shall remain unpaid for 10 days after it becomes due, and without demand made therefore; or if said, Tenant shall fail to keep and perform any of the terms, agreements and covenants in this Lease on Tenant's part to be kept and performed, it shall be lawful for said Landlord to go onto said premises to re-enter, and the same to have again and repossess as in Landlord's first and former estate; and thereupon this Lease, and everything therein contained on the said Landlord's behalf to be done and performed, shall cease, terminate and be void; without prejudice however, to the right of said Landlord to recover from said Tenant all damages occasioned by the default of said Tenant in the performance of any of the covenants of this Lease on Tenant's part to be performed, or occasioned by the act or negligence of Tenant's agents or servants.

#### COVENANTS OF THE TENANT

And said Tenant covenants and agrees with said Landlord as follows:

That said Tenant will:

Pay said rents in manner aforesaid, except if said premises shall be destroyed or rendered untenable by fire or unavoidable casualty;

Use and occupy said premises in a careful, safe, lawful and proper manner, and will not commit waste nor damage the farm and will use due care to prevent others from doing so. The Tenant will not trespass on the premises of adjoining owners;

Tenant agrees that the premises shall be used and occupied by Tenant only for normal farming operations, and for no other purpose and shall specifically restrict any recreational use, including but not limited to hunting and/or recreational vehicles.

All materials and services required for the production of agricultural products on the Premises during the Term shall be acquired and paid for by the Tenant.

**The Tenant will use diligence to prevent noxious weeds from going to seed and will destroy the same, and will keep weeds and grass cut or destroyed on all fields, roadside, fence rows and waterways and shall maintain the parameters of all fields.**

Make no alterations to said premises, or change the same or any part thereof, without written consent of said Landlord;

Tenant will keep tile outlets open and will investigate all tile repairs. If broken tiles are located, Tenant shall notify the Landlord in writing with at least forty-eight (48) hour written notice of the need of such repairs. Landlord shall repair said tile at Landlord's sole expense with the Landlord's permission and/or consent.

Tenant shall not plow, disk or otherwise till grassed waterways, field lanes, existing grassed areas along fences, grassed filter strips or windbreaks. Tenant shall also avoid any tillage that will cause excessive erosion.

Tenant shall not erect or permit to be erected upon the farm, any structure, building, fence or sign of any kind whatsoever, except by the written consent of the Landlord. The Tenant shall not purchase any materials or incur any expenses for the account of the Landlord and will not make a claim for labor at any time, except by written consent of the Landlord.

Permit said Landlord or Landlord's agents to enter upon said premises at all reasonable times to examine or exhibit the same, or to make any repairs which said Landlord may see fit to make;

Keep said premises, and all parts thereof, in as good order, condition and repair as the same now are or may be put, and will so deliver up the same to Landlord at the termination of this Lease, reasonable use and ordinary wear and tear thereof, and damage by unavoidable casualty excepted.

Not assign this Lease or underlet said premises or any part thereof, without the written consent of said Landlord;

Cultivate and manage said premises in a husband like manner according to the most approved course of husbandry and agricultural practices.

Not cut any timber on said premises;

Not injure the roots of any trees growing on any fields, or near any fence, on said premises and in plowing will leave a space around such trees sufficient for their protection.

Landlord and Tenant, in consideration of the mutual promises herein contained, further agree as follows:

1. Landlord and Tenant shall consult with one another on what crops to plant where on the subject property as well as crop rotation, fertilization, soil content and other cultivation matters to allow for the best crop production and protection of the subject property. After the initial agreement between the parties as to these matters, Tenant will communicate a progress report to Landlord every 4 to 6 weeks regarding all such matters.

2. Tenant shall have completed at Tenant's sole expense soil tests performed by a vendor approved by Landlord, prior to January 1, 2022, and Landlord and Tenant shall meet within thirty (30) days of the soil tests being performed to review the results thereof and Tenant shall thereafter as soon as reasonably possible restore fertilizer to the subject tillable acreage according to crop standards to restore soil nutrient levels to the base levels recorded in the Fall of 2021 on all acreage with Tenant to pay for the cost of said fertilizer and application thereof.

3. Landlord shall maintain all non-tillable ground adjacent to the tillable acreage that is the subject of this lease and Landlord shall maintain the drainage systems for the subject tillable acreage.

4. Landlord and Tenant shall each maintain their own casualty and liability insurance to protect their own interests hereunder and Tenant shall keep and maintain crop insurance in an amount satisfactory to Landlord.

5. Tenant shall not have the right to sow wheat in the Fall of 2022 and there shall be no going away rights unless a new Lease is negotiated prior to September 15, 2022.

6. Tenant is to leave intact existing sod waterways and replace any sod in any existing waterways damaged by Tenant or his agents' spray or tillage.

7. Tenant shall preserve the corn and/or soybean base for the tillable acres hereinbefore described as determined by the United States Department of Agriculture Farm Service Agency, by planting appropriate acreage in corn and/or soybeans and by participating in any corn or bean programs and Landlord and Tenant shall divide equally any and all said Department of Agriculture Program payments.

8. Tenants, shall be jointly and severally liable for the lease payments specified herein to be paid by Tenant to Landlord and Tenant, \_\_\_\_\_, shall guarantee payment of all lease payments hereunder to Landlord.

9. Tenant agrees that all machinery shall be removed from all farm fields by December 15, 2022.

And said Landlord covenants and agrees with said Tenant, that said Tenant, paying the rents and observing and keeping the covenants of this Lease on Tenant's part to be kept, shall lawfully, peaceably and quietly hold and occupy said premises during said term, without any hindrance or molestation by said Landlord.

Taxes and Insurance: Landlord agrees to pay all real estate taxes and assessments and fire insurance premiums on the premises exclusive of contents.

Tenant shall maintain with respect to the leased premises a policy of public liability insurance with limits of \$1,000,000 for any one person and \$2,000,000 for any one accident and property damage insurance in limits of \$100,000. All insurance required to be maintained by Tenant shall be affected by validated and enforceable policies issued by insurers authorized to do business in Ohio. Tenant shall furnish Landlord with the original of such policy or with a certificate evidencing issuance of such policy prior to the occupation of the premises. Such policy shall name Tenant and Landlord as the insured, as their respective interest may appear.

Waiver: The failure by Landlord to prosecute or otherwise insist upon Landlord's rights upon any default hereunder by Tenant shall not constitute a waiver of any provision of this Lease, nor shall any custom or practice that may arise between the parties during the term of this Lease or any renewal

thereof constitute a waiver of any provisions of this Lease or in any other manner operate so as to diminish the right of Landlord to insist on the strict performance of the provisions of this Lease.

Hold Harmless: The undersigned, tenant, independently and collectively, and on behalf of himself, herself, his/her heirs, legatees, personal representatives, and all those claiming by or through him/her, consent to, and does hereby discharge, release and hold harmless, Landlord, and/or all sponsors and/or affiliates, servants, employees, agents, assigns and successors from any and all claims, actions, losses, damages, or expenses for personal or bodily injury (including death), and property loss or damage incurred by him or her arising out of or in connection with this contract. The tenant acknowledges that they are the requisite age and that they have fully understood and read the rights and responsibilities as stated herein.

General Provisions: As used herein the terms "Landlord" and "Tenant" include, respectively, all persons signing this Lease in the capacity so stated and their respective heirs, executors, administrators, successors and assigns, and all obligations of each party are joint and several.

Paragraph titles are for reference and convenience only and do not form a part of this Lease.

The words "Landlord" and "Tenant" wherever used in this Lease shall include the heirs, executors, administrators, guardians or successors of the Landlord and Tenant, respectively.

**IN WITNESS WHEREOF**, the said Landlord and Tenant have hereunto set their hands on the day and year first above written.

Signed and acknowledged in presence of:

Landlord:

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Tenant:

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STATE OF OHIO :  
: ss.  
COUNTY OF \_\_\_\_\_ :

BE IT REMEMBERED, that on this \_\_\_\_\_ day of August, 2021, before me the subscriber, a notary public in and for said state, personally appeared \_\_\_\_\_, the Landlord in the foregoing Lease, who proved to me upon satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged the signing thereof to be his/her/their voluntary act and deed. This is an acknowledgment. No oath or affirmation was administered to the signers with regard to this notarial act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

\_\_\_\_\_  
Notary Public

STATE OF OHIO :  
: ss.  
COUNTY OF \_\_\_\_\_ :

BE IT REMEMBERED, that on this \_\_\_\_\_ day of August, 2021, before me, a notary public in and for said state, personally came the above-named \_\_\_\_\_, the Tenant(s) in the foregoing lease, who proved to me upon satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged the signing thereof to be its and his/her/their voluntary act and deed pursuant to authority of its operating agreement. This is an acknowledgment. No oath or affirmation was administered to the signers with regard to this notarial act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

\_\_\_\_\_  
Notary Public

This instrument was prepared by:  
Jason E. This  
Attorney at Law  
PO Box 42  
New Bremen, Ohio 45869



**EXHIBIT 'A'**

## DESCRIPTION OF REAL ESTATE

**Parcel No.**

**Gross Acreage**

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NOTE: The acreage covered by the within Lease is the tillable acreage located on the above-described parcels and the leased acreage does not include those acres located on the above-described parcels that are used for and dedicated to waterways, woods, buildings and other non-tillable acres.