

**VILLAGE OF YELLOW SPRINGS  
RESOLUTION NUMBER 2007-10**

**A RESOLUTION TO CONFIRM THE LEASE AGREEMENT ESTABLISHED  
BETWEEN FLATTER HEREFORD AND THE VILLAGE OF YELLOW SPRINGS.**

**Whereas**, according to Resolution #2002-13, the Village owns various acreages of farm land which was rented for three years to Flatter Hereford Farms for agricultural use, and,

**Whereas**, according to Resolution 2006-13 that lease was extended for an additional year, and

**Whereas**, Flatter Hereford has put forward the best five-year bid package for the of Village owned farmland.

**NOW, THEREFORE THE VILLAGE OF YELLOW SPRINGS, OHIO HEREBY RESOLVES  
THAT:**

**Section 1.** The following lands, as further identified on the maps attached hereto and incorporated herein by reference, will be leased to Flatter Hereford Farms pursuant to the lease attached hereto and is hereby approved:

**Sutton Farm:**

Parcel 1:	15 Acres	Flatter Hereford	\$116.01 per acre
Parcel 2:	20 Acres	Flatter Hereford	\$116.01 per acre
Parcel 3:	8 Acres	Flatter Hereford	\$116.01 per acre

**Glass Farm:**

Parcel 4:	29 Acres	Flatter Hereford	\$116.01 per acre
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**Section 2.** The Village Council wishes to confirm the five-year lease and authorizes the Village Manager to execute said lease.

**Section 3.** This new five-year lease agreement will go into effect at the ending date of the previous one-year lease agreement.

**Section 4.** The Village has until March 1<sup>st</sup> of each year to notify Flatter Hereford of its intention to remove the Glass Farm from the leasing program.

\_\_\_\_\_  
Karen Wintrow, Vice President of Council

Passed: April 6, 2007

Attest: \_\_\_\_\_  
Deborah Benning, Clerk of Council

Roll Call:

Kathryn Chase \_\_\_y\_\_\_ Kathryn Van der Heiden \_\_\_y\_\_\_ Judith Hempfling \_\_\_y\_\_\_

Bruce Rickenbach \_\_\_y\_\_\_ Karen Wintrow \_\_\_y\_\_\_



## LEASE AGREEMENT

THIS AGREEMENT OF LEASE ("Lease"), effective as of the (date) is entered into between the Village of Yellow Springs ("Lessor") and \_\_\_\_\_ ("Lessee"):

### THE PROPERTY

1. Description.

Lessor hereby agrees to lease to Lessee the following parcels of property, being located in Miami Township, Greene County, Ohio.

Parcels: The lands for lease are commonly known as the Sutton Farm and Glass Farm, which are depicted on Exhibit A and Exhibit B, respectively, attached hereto and incorporated herein, and which are more particularly described as follows:

**Sutton Farm:**

Parcel 1 – Approximately 15 acres located on State Route 343 due west of the Village's Public Works Facility. A small amount of this parcel is shared with the community gardens.

Parcel 2 - Approximately 20 acres located on State Route 343

Parcel 3 - Approximately 8 acres at the northwest corner of the Sutton Farm accessible through Parcel 2

**Glass Farm:**

Parcel 4 - Approximately 29 acres with frontage on King Street and Fairfield Pike

2. Conditions of Use.

The property is to be used for agricultural purposes only. There shall be no construction or buildings permitted. Lessee must maintain the land in good condition and must plow and plant an appropriate grass groundcover at the termination of the Lease. Lessee must also observe good conservation practices and do nothing that will create storm-water runoff problems or pollute streams. Lessee must observe the presence of a Vegetative Filter Strip adjacent to the Birch Creek and recognize that no activity shall occur in that designated area (the filter strip restriction pertains to Parcels 2 and 3 only).

The Lessee agrees to the same amount of chemical application of this land for this growing season as used for the last growing season. Further, the Lessee will disclose to Lessor the chemicals that are used on the land.

### RENTAL AMOUNT

1. Lessee hereby agrees to pay to Lessor the sum of One Hundred Sixteen and 01/100 Dollars (\$116.01) per acre, per year, for the parcels described in Section 1, and depicted in Exhibits A and B.
2. The property is leased by the parcel and the parties acknowledge that the parcel includes the approximate acreage indicated above. Lessor does not warrant the amount of the acreage, however, and does not make representation about the amount of that acreage which may be used for agricultural purposes. Lessee acknowledges that Lessee has inspected the land and accepts the parcel and parcel acreage as is.
3. Lessee agrees to make payment to Lessor for use of the property at the rate indicated for the calendar year 2007.
4. Rental payments for the parcels shall be in the following form:
  - a. Ten percent (10%) upon signing the Lease.
  - b. The balance of the annual rental amount, ninety percent (90%), by November of each year.

### LIQUIDATED DAMAGES

The parties agree the actual damages that might be sustained by Lessor by reason of the breach of this agreement are uncertain and would be difficult to ascertain. It is further agreed by the parties that the sum of Five Hundred and 00/100 Dollars (\$500.00) for any breach relating to rental payments would be reasonable and just compensation for such breach. Lessee hereby agrees to pay and Lessor to accept such sum as liquidation damages and not as a penalty, in the event of breach by Lessee of his obligation to pay the rent on time. This determination of liquidation damages shall in no way limit Lessor's other remedies for this or any other breach by Lessee.

### TERM OF THE LEASE

The term of this Lease shall be for the term beginning January 1, 2007 and running through to December 2012.

### LIABILITY

Lessee shall assume all liability for claims or actions deriving from the use of said land for the purposes outlined herein. Lessor shall, however, be liable for any property (real estate) taxes, which may be due or payable upon the property.

### ASSIGNMENT OF THE LEASE

Lessee will not assign this lease nor sublet the premises or any part thereof without Lessor's prior written consent.

TERMS OF BREACH

1. Lessee hereby waives the issuing and service of process and grants a lien in favor of Lessor attaching any and all personal property of Lessee upon the leased land to guarantee observance and performance by Lessee of all covenants, conditions and agreements contained in this Lease.
  
2. Lessor agrees that if Lessee shall perform all obligations of Lessee under the terms of this Lease, that the Lessee shall quietly hold and occupy the premises during the term of the Lease without hindrance by Lessor. If Lessee breaches any of the terms and conditions hereof, Lessor may terminate this lease and re-enter and repossess the premises without prejudice to Lessor's right to action for rents due or breach of covenant.

VALIDITY OF LEASE TERMS

If any term or provisions of this lease agreement or the application thereof to any person and circumstance shall to any extent to be invalid or unenforceable, the remainder of this Lease, and the application thereof, shall not be affected thereby.

ENTIRE AGREEMENT

This Lease contains the entire agreement between Lessor and Lessee, and neither Lessor nor Lessee has made any representation or agreement other than is contained herein. The undersigned parties have read this Lease. The parties have placed their signatures upon the agreement and, in doing so, agree to all of its terms and conditions.

LESSOR:

LESSEE:

VILLAGE OF YELLOW SPRINGS, OHIO

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State, Zip