

VILLAGE OF YELLOW SPRINGS, OHIO

RESOLUTION 2019-03

**AWARDING A FARM LEASE TO FARM ALL VILLAGE FARMLAND PROPERTIES
TO JCW ENTERPRISES, LLC**

WHEREAS, the Village owns farm land which it rents for agricultural use, to wit: approximately 53 acres of tillable land located on four separate parcels of Village property; and

WHEREAS, the Village desires to enter into a one-year lease for the productive use of this acreage with JCW Enterprises, LLC (öLesseeö); and

WHEREAS, Lessee acknowledges that part of this farm land is currently being used as tillable agricultural land; and

WHEREAS, the Village Manager has negotiated a lease with JCW Enterprises, LLC, that takes into consideration the knowledge and professionalism of the Lessee's operations, the condition of the land, soils and productivity, the one-year nature of the lease, and other factors affecting rents for tillable acreage, specifically Lessee's use of organic farming methods,

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

Section 1. Village Council declares that these approximately 53 acres of tillable acreage are surplus property not currently needed for municipal purpose.

Section 2. The Village Manager is hereby authorized and directed to execute the attached lease agreement (Exhibit D) for the 2019 crop year (April through November 2019) with such non-substantive changes as she deems to be in the best interest of the Village.

Section 3. This Resolution is adopted under the Home Rule powers of the Village and the procedures followed are hereby deemed appropriate and adequate pursuant to the laws of the Village and compliance with existing rules regarding surplus property are hereby waived.

Section 4. This Resolution shall become effective immediately upon adoption.

SIGNED: _____

Brian Housh, President of Council

PASSED: 1-7-2019

ATTEST: _____

Judy Kintner, Clerk of Council

ROLL CALL:

Brian Housh ___Y___ Marianne MacQueen ___Y___ Kevin Stokes ___Y___

Lisa Kreeger ___Y___

Kineta Sanford ___Y___

EXHIBIT D

CROPLAND LEASE AGREEMENT
2019

THIS AGREEMENT entered into effective as of the ___ day of _____, 201_, by and between **THE VILLAGE OF YELLOW SPRINGS, OHIO** a municipal corporation whose mailing address is 100 Dayton Street, Yellow Springs, Ohio 45387 (hereinafter called "VILLAGE") and **JCW ENTERPRISES LLC** an Ohio limited liability company, whose mailing address is 9899 Lower Valley Pike, Medway, Ohio 45341 (hereinafter called "TENANT").

The parties hereto agree as follows:

Section 1. The VILLAGE hereby leases unto TENANT for a term of one (1) crop year, beginning on the date first above written and ending December 31, 2019, (hereinafter the "Lease Year") the approximately Fifty Three acres in three locations, as detailed in **Exhibits A, B and C** to this document, of which approximately Fifty Three acres are tillable farm land, owned by VILLAGE and located as noted in **Exhibits A, B, and C**, in Greene County, Ohio, and assigned permanent parcel numbers as noted in **Exhibits A, B, and C** (hereinafter called the "Leased Premises") (see **Exhibits A, B and C** attached hereto and incorporated herein). TENANT shall not disturb the waterway running through the Leased Premises; except, TENANT shall properly maintain the water way in accordance with the requirements of VILLAGE'S Conservation Reserve Program Contract pertaining to the waterway.

Section 2. TENANT shall pay to the VILLAGE as rent for the use of said Leased Premises the sums specified below per tillable acre payable on December 1 of the Lease Year. In the event a lease payment is not made when due, said payment shall bear interest at the rate of fifteen percent (15%) per annum, simple interest:

A.) For the Lease Year 2019, the rent shall be One Hundred Dollars (\$100.00) per tillable acre;

Section 3. This lease is renewable in subsequent One (1) year terms at the sole discretion of the Village for a period of 3 renewals.

Section 4. TENANT hereby grants a security interest to VILLAGE in all crops and farm products produced on the Leased Premises. Said security interest is to secure lease payments made pursuant to this Agreement.

Section 5. This Agreement supersedes all other lease rights in the Leased Premises.

Section 6. VILLAGE reserves the right to demand possession of all or any portion of the Leased Premises at any time for any purpose. In such event, VILLAGE shall pay reasonable and actual damages for growing crops taken and reasonable value, as determined by the VILLAGE, for work done on tilled but implanted land.

IN WITNESS WHEREOF, VILLAGE and TENANT have executed this Agreement by themselves or by their duly authorized representatives on the date first above written.

APPROVED AS TO FORM
AND CORRECTNESS:

**THE VILLAGE OF YELLOW SPRINGS,
OHIO**

A handwritten signature in blue ink, appearing to read "Chris R. Connel", written over a horizontal line.

Village Solicitor

BY: _____
Patti Bates, Village Manager

JCW ENTERPRISES LLC

BY: _____
Jason Ward, President

Customized Property Map



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EXHIBIT C

Customized Property Map



County Auditor David A. Graham