

## The Hartong Farmstead Leasing Opportunity

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### About this Request for Proposals

This formal Request for Proposals (RFP) is the first issued by The City of Green introducing and describing the unique leasing opportunity for the Hartong Farmstead located at 6521 Mount Pleasant Road, Green, Ohio.

### The Purpose of this Request for Proposals

*To maintain and preserve the Levi J Hartong Farmstead within Southgate Park by engaging qualified person(s) for the purpose of environmentally friendly agricultural practices resulting in the continued wise stewardship of public lands, opportunities for community education, economic development, and promotion of healthy lifestyle choices.*

## The History

In 1809 Green Township was formed as roughly a thirty-four square mile area in northeast Ohio's southern Summit County region, half way between Akron and Canton. According to the Green Historical Society, the majority of people who settled in this area clustered in small settlements around the stagecoach routes, which are now Greensburg Road and Massillon Road. Beyond these communities were the farms and coal mines, which made up much of the local economy at the time.

There were many farming families that settled in the lush, rich soils of Green Township and they built thriving farmsteads throughout the area, including the families that settled what has now come to be known as the Hartong Farm. The site was first farmed by the Grable family. In 1859 Cyrus and Elizabeth Hartong purchased the land from the Grables. Later, the Hartong's son Levi and his wife Sevilla purchased 116 acres, and established the farmstead that still stands today. Levi and his family built nearly all the existing structures on the farm, including the house and large barn that were built in 1883.



By the 1950's the residential communities of Green Township had expanded significantly and much of the farmland had been sold to meet the demand by residents who wanted to live in this beautiful suburb. In 1988 the Township was incorporated as the Village of Green, and in 1992 the Governor of the State of Ohio officially declared it to be the City of Green.

From then to now the area has recreated itself into the wonderful balance of rural and suburban community life that we see today. The City of Green is proud of its rich history and works hard with community members and the Historical Preservation Commission to insure the preservation of its past and the cultivation of its future. To date, the City has designated several Historic Landmarks including the Lichtenwalter Schoolhouse in Boettler Park, Klinefelter Cemetery and the Levi J. Hartong House & Farm located in Southgate Park. In 2007 the Hartong Farmstead became Green's first property to be listed on the National Register of Historic Places.



## Today

The City of Green is a progressive, prosperous and promising city for residents and businesses alike. In 2007 Green was named one of the best places to raise a family by Businessweek.com because of its strong schools, ample parks and green space, access to health care and higher education, and affordable housing. Just over 25,000 people call the City of Green home. There is a thriving business community in a variety of industries – health care, green businesses, manufacturing, retail, hospitality and more. To learn more about our City [click here](#) or visit [www.cityofgreen.org](http://www.cityofgreen.org)

## The Hartong Farmstead

The Hartong Farm was purchased by the City of Green to ensure its preservation and share its historic and cultural resources with the community. The farm is located inside Southgate Park. Southgate is a 205-acre tract of property that abuts the 65 acre Boettler Recreational Park. The natural landscape includes forestland, wetlands, ponds and is inhabited by a variety of rare and endangered plant and animal species. The farmstead is also in close proximity to the 344 acre Singer Lake Bog owned by the Cleveland Museum of Natural History and home to hundreds of rare and exotic plant life.

The original farmhouse, Standard Pennsylvania barn and several outbuildings have been well maintained including several updates and restorations. The farmhouse dates from c. 1883 and is wood frame construction. A small "summer kitchen" sits just beside the home. The home has a well and septic system. The 3523 square foot farmhouse includes an unfinished basement containing storage areas and mechanicals, five rooms each on the first and second stories, and a finished attic containing small storage rooms. The first story includes a living room with bay window, a dining room, kitchen, and parlor, along with a laundry room/bathroom. The second story of the house contains two bedrooms. Two rooms and a bath are also located on this floor in the northern section, but are unfinished at this time.



The bank barn is a 45' x 90' timber-frame Standard Pennsylvania style barn with a tooled sandstone foundation. A fenced paddock is attached to the barn, along with a path leading to a large pasture. There is a date stone on the foundation of the barn that reads: L.J. HARTONG 1883.



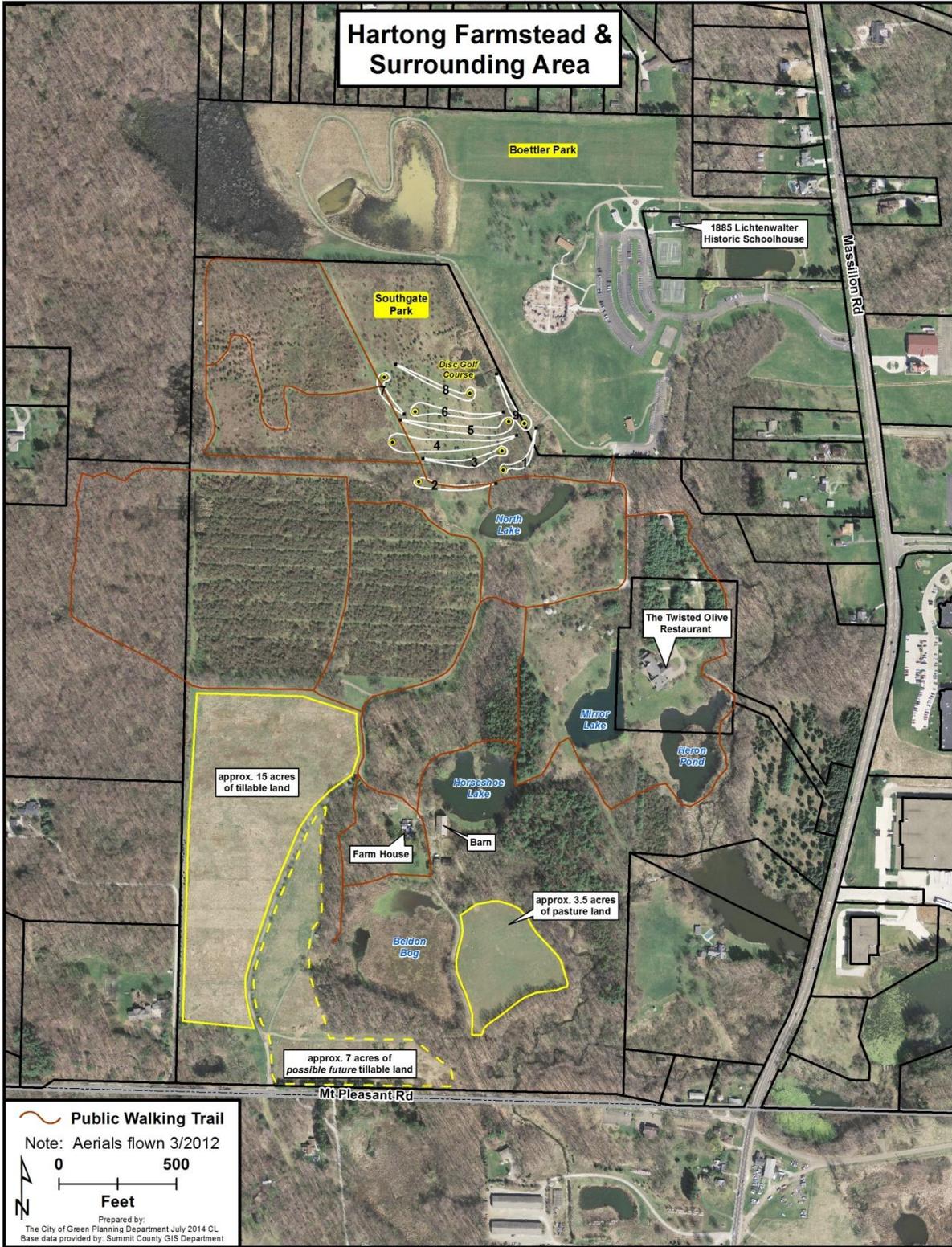
The property will be leased with approximately 15+ acres of field, suitable for crops or livestock. Additional acreage may be available for use in the future. There are several other outbuildings, which could be used for equipment, livestock, production, classroom or retail space.



The farm's location in Southgate Park offers a host of opportunities for community engagement and marketing. To the east of Southgate Park, fronted on Massillon Road, a new restaurant will be opening in the Fall of 2014. *The Twisted Olive* is owned and operated by Gervasi Vineyard, and may be a market outlet for products from the farm.

Boettler Park to the north has two playgrounds, including Heritage Hill Playground, which is a 30,000 square foot play area. The park also has a 1.2 mile asphalt walking trail, 2 pavilions, 8 acres of protected wetland, a stocked fishing pond, four tennis courts, a basketball Court, two sand volleyball courts, a horseshoe pit, soccer fields and the 1885 Lichtenwalter Historic Schoolhouse.

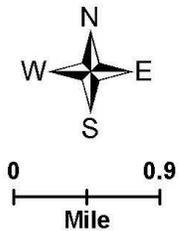
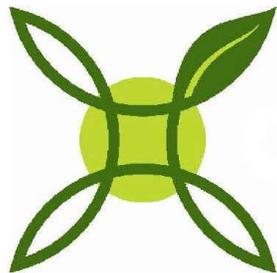




# City of Green Summit County, Ohio



★ Hartong Farmstead Location



Prepared by: The City of Green Planning Department Aug 2014 CL. Base data provided by: Summit County GIS Department

# Leasing Opportunity & Conditions

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*We believe that the preservation of the Hartong Farmstead can be best achieved by allowing the property to return to agricultural production. A thriving farm enterprise will allow the farmer(s) leasing the property to maintain and nurture it for many years to come. The future lessee(s) will be stewards of this wonderful farm, and the recipients of an exceptional opportunity. And too, the community will have another cultural gem to visit and enjoy, with ample opportunity to engage with the new farmers.*

## Request for Proposals

The City of Green will be accepting proposals for the lease of the Hartong Farm from August 25, 2014 until 4 PM on October 24, 2014. Proposal development and Submission guidelines can be found in this document, Appendix A.

This RFP is open to all interested parties on a competitive basis. The proposal judged most likely to achieve this farm's best use within the context and purpose outlined by the City of Green, and demonstrates the capacity to successfully implement the proposal, will be awarded the opportunity to sign the lease. The RFP ensures each potential farmer fully understands and agrees to the unique programmatic responsibilities of this lease.



Proposals will be reviewed and scored by a selection committee after the deadline for acceptance has passed. The top scoring proposal(s) will be interviewed by the selection committee. The City of Green retains the right to reject any and all of the proposals. The person(s) with the winning proposal will be offered a long-term lease of the Hartong Farmstead. The selected person(s) agrees to fully execute the farm enterprise plans in their proposal for the entire term of the lease and adhere to all the conditions of the lease. A model lease is attached as Appendix B.

## Lease Terms & Conditions

Please read in its entirety the model lease attached with this RFP. The selected proposer will be contractually bound to their executed lease for the full term of the lease. Default of any part of the lease by the lessee(s) can result in termination of the lease by The City of Green.

The lease of the Hartong Farmstead will be for a term of 10 years with 4 subsequent 5-year renewal options, conditional to approval by the City of Green. The lessee is expected to reside in the residence for the entire term of the lease, and is not permitted to sublet the house or outbuildings, unless otherwise approved in writing by the City of Green.

The lessee will actively and continuously farm all the associated fields as proposed by the lessee for the entire term of the lease and agrees to do so using environmentally sustainable farming practices as defined in this document and the lease. Achieving the purpose and objectives of this endeavor depends upon the farm being actively and continuously operated as described in the lessees' winning proposal, in their subsequently negotiated lease, and in an annually approved operating plan. If a lessee becomes unable to fulfill the obligations of his or her lease, for any reason (illness, injury, insolvency, divorce, death, and so on), the lessee (or lessee's agent) must relinquish the remaining interest directly to the City of Green.

This is an important consideration that should not be accepted lightly. Proposers must acknowledge that retiring from farming means they must hire a farm manager to assume farming activities on the leased land or terminate their lease.

The lessee will engage with the public and provide ample opportunity for the public to visit the farm as defined in the selected proposal.

Rent is based on a percentage of fair market value plus utilities (gas & electric).

This RFP document, the selected proposal, and all supplementary information provided will become attachments to the legally binding lease document once executed.

### **What would the ideal farm operation look like?**

1. The proposer has a strong farm business proposal that is based on food production or value added agricultural production that is well-suited to the Hartong property and utilizes all associated fields.



2. The proposer has a strong business management plan clearly articulated in the proposal with demonstrated experience to match.

3. The proposer will conduct all their farming and commercial activities on the farm in a sustainable manner, taking into account the beautiful and fragile surrounding landscape of Southgate Park, protecting and managing the natural, cultural and historic resources.

4. In addition to environmental sustainability, the proposer will show a clear intent to be socially responsible, including adhering to all laws and licensing requirements.

5. The proposer will also show a well thought out plan for how their farm enterprise will invite and engage the public, beyond just commercial activity.

## What is Sustainable Agriculture



The farmer selected to lease the Hartong Farmstead will be expected to have substantial knowledge of sustainable production practices, and must demonstrate this in their proposal. By accepting and signing the lease, all Lessee(s) agree to farm the land using exceptionally sustainable farming methods. Not adhering to this requirement may constitute default of the lease, which may result in termination of the lease.

Sustainable agriculture is the generic term used to identify diverse kinds of farming, which take into account the need to mitigate environmental impacts. Some methods included under this conceptual umbrella are organic, biodynamic, permaculture, holistic, integrated, and low-input. Certified organic production systems are encouraged, though not required; non-certified organic production systems are expected to operate with the same general standards of sustainability as organic producers operate.

Sustainable agriculture explicitly rejects most of the assumptions and practices of industrial agriculture. It has emerged as a viable alternative in certain contexts to industrialized food production methods, a broad consensus is forming regarding its fundamental value. The government recognizes the critical importance of sustainable agriculture, noted by the USDA's creation of the Sustainable Agriculture Research and Education Program(SARE).

To be truly sustainable, practitioners argue that agriculture must be economically profitable, socially responsible, and ecologically healthy.

More complete guidelines on expectations of sustainability are outlined in the lease. But as general examples, preferred sustainable practices may include grass-based livestock production incorporating intensive rotational pasture management. Industrial style livestock confinement systems are not appropriate for this operation. Loose confinement systems are acceptable when it is the health and protection of the animal that is considered. Examples of some acceptable confinement: chicken tractors, winter sheltering and night time protection from predation. All proposals consisting of livestock must include detailed management plans, including waste management. Sustainable crop production practices include contour farming, rotational planting, cover cropping, irrigation planning and water conservation, non-chemical soil inputs and pest management to name a few. A comprehensive management plan should be included in the proposal.



## SUPPLEMENTAL INFORMATION

Farm tours will be conducted **Saturday, September 20th at 10:00am, Friday, September 26th at 10:00am and Monday, September 29th at 10:00am.** A farm tour is mandatory. Please contact [Hartongfarmstead@cityofgreen.org](mailto:Hartongfarmstead@cityofgreen.org) to schedule alternate dates if necessary.

Questions can be submitted via email to [hartongfarmstead@cityofgreen.org](mailto:hartongfarmstead@cityofgreen.org).

Information on sustainable agriculture resources and farm business links can be found at [www.cvcountryside.org](http://www.cvcountryside.org).

## APPENDICES

- A. Proposal Development & Submission Guidelines
- B. Model Lease
- C. Soil Type Map

## **Appendix A. Proposal Development & Submission Guidelines**

### **Invitation to Compete**

As noted earlier, this RFP is open to all interested parties on a competitive basis. Hence, the proposal judged most likely to achieve the best use of the farm will be selected for implementation according to the evaluation criteria provided herein. We are encouraging all interested parties to prepare a creative and strong proposal.

### **Format and Accuracy**

Proposals submitted in response to this request should follow the simple format suggested below. You are asked to answer questions or supply specific information to a list of numbered items. Please number your responses correspondingly, and respond fully and accurately to all questions/requests. Honest, accurate responses are essential to determining the best match between proposers and the farm. False statements are a basis for disqualifying any proposal, or for voiding a lease if discovered at a later date.

### **Purpose of the Information Requested**

The information requested here will serve as the substance of your proposal. Straightforward and thoughtful responses to the information requested will effectively demonstrate what a proposer would like to accomplish, and why. Thorough responses will give proposal evaluators a good basis for judging whether a proposer has the knowledge, experience, and resources to accomplish their vision.

### **Inquiries and Explanations**

Any explanation desired by a proposer regarding the meaning or interpretation of the RFP must be submitted in writing and with sufficient time allowed for a reply to reach the proposer before the submission of their proposal. Oral explanations or interpretations given in reply will not be binding. Any information given in writing to a prospective proposer will be furnished to all prospective proposers as supplemental information in a published Question & Answer format.

### **PROPOSAL SUBMISSION**

Proposers are requested to review their Proposal Content to be certain that all questions/requests have been carefully addressed and included. The City of Green assumes no responsibility for a proposal submitted on the basis of incomplete information.

### **Number of Copies, Methods of Transmittal**

Proposals shall typed be on 8-1/2" x 11" paper, and unbound. Two (2) copies of the cover letter and proposal must be enclosed in a sealed envelope and received at the City of Green's administrative offices before the deadline of October 24, 2014 at 4:00pm. Proposals must be mailed by postal service, delivery courier or delivered in-person. Fax and e-mail submissions will not be considered.

Please note that proposals will not be returned to the proposers and will be retained by the City of Green.

The face of the sealed envelope shall show the proposer's name and address, and the receiver's address as shown here:

**If via US Mail:**

**Randall Monteith PE  
Director of Public Service  
Hartong Farm Proposal  
PO BOX 278  
Green, OH 44232-0278**

**If via Private Carrier or hand delivery:**

**Randall Monteith PE  
Director of Public Service  
Hartong Farm Proposal  
1755 Town Park Boulevard  
Uniontown, OH 44685**

**Late Proposals & Withdraw**

Any proposal received at the designated location after the time specified for receipt will not be considered. Proposals may be withdrawn by written notice, signed by the proposer or an authorized representative.

**ACCEPTANCE AND EVALUATION OF PROPOSALS**

**Proposal Acceptance**

The City of Green reserves the right to reject any or all proposals and to waive information and minor irregularities in proposals received. Proposals will be conditionally accepted or rejected within sixty (60) days of the date specified for receipt of proposals. Final acceptance of any proposal will be conditional upon satisfactory negotiation and execution of a lease, and upon the approval of the Mayor and Green City Council.

Acceptance of a proposal will not create any rights on the proposer's part including, and without limitation, rights of enforcement, equity or reimbursement, until the lease and all related documents are approved and executed. All obligations of the City of Green are subject to the availability of appropriated funds.

**Proposal Evaluation**

All proposals will be scored on the quality of their responses to the points of information and evaluation factors requested. Each point and factor is important, and failure to satisfactorily address any can result in a lower score. In brief, proposers must present a clear and appealing vision of what they want to accomplish and why; and they must convincingly demonstrate that they have the knowledge, skills, and resources to effectively implement their vision.

Responses to the evaluation factors will be used to score each proposal. A committee comprised of city employees along with technical advisers will evaluate all proposals and provide a recommendation for selection. It is the intention of the committee to select the best submitted proposal (highest score) as

determined under the selection criteria without further submittals or presentations. The committee reserves the right to request additional information or presentations.

*Note: Selectees must complete a criminal and financial background check prior to full acceptance of the proposal.*

## **PROPOSAL CONTENT**

### **1. COVER LETTER INCLUDING PROPOSER IDENTIFICATION & REFERENCE PAGE**

Please provide full identification of the person(s) responsible for the proposal submitted: Name(s), address(es), telephone number(s), fax number(s), or e-mail address(es). In addition, please supply the name(s), address(es), and phone number(s) of two personal and two professional references.

### **Sample Cover Letter**

**Randall A. Monteith PE  
Director of Public Service  
City of Green  
PO BOX 278  
Green, OH 44232-0278**

Date

[Your Contact Information]

Dear Mr. Monteith,

**(I)(We) hereby propose to lease the Hartong Farm located in**

**Southgate Park, Green, Ohio, in accordance with the terms and conditions specified in your RFP. (I)(We) are prepared to execute a lease without substantive modification of the Model Lease, except or as may be required or determined by the City of Green. (I)(We) certify that the information furnished herewith is complete, true, and correct, and recognize that false statements may subject (me)(us) to be disqualified. (I)(We) have responded fully and accurately in (my)(our) proposal to each of the points of information and evaluation factors for information identified in the RFP.**

**None of the individuals or entities seeking participation in this Lease have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, or for violation of federal or state antitrust statutes or for commission of embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.**

**None of the individuals or entities seeking participation in this Lease have been convicted of domestic violence or child abuse, and are not registered as a sexual predator.**

None of the individuals or entities seeking participation in this Lease have an existing lien.

None of the individuals or entities seeking participation in this Lease are presently indicted for or otherwise criminally or civilly charged by a federal, state or local unit of the government with commission of any of the aforementioned offenses.

The individuals or entities seeking participation in this Lease have not had one or more public transactions (federal, state or local) terminated for cause or default within the three-year period preceding the submission of the Proposal.

Individuals or entities seeking participation in this lease agree to adhere to all guidelines and requirements outlined in the lease, the RFP and associated appendices. They also agree that failure of such may warrant default of said lease and removal from program and premises.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
Original Signature:

Title:

Address:

\_\_\_\_\_  
Original Signature:

Title:

Address:

[Include detailed Personal Information as requested above and attach References]

## 2. PROPOSAL

Please respond thoughtfully, creatively, and accurately when providing the following information. Your proposal should address all of the issues you are asked to respond to.

Prepare a numbered, narrative response to all the requested information below. Please be to the point but thorough. There is no page limit. You may include maps, drawings, spreadsheets and any other materials you feel are necessary to respond. Note: these materials will not be returned.

### Proposal Questions and Evaluation Criteria

Farm Enterprise Description			
Item Number	Proposal Evaluation Factor	Score Factor	What we'll be looking for.
1	Describe in sufficient detail your farming enterprise. Include all elements such as the type of operation, the planned locations, and the proportion of your operation (acreage, funding and effort) dedicated to each element.	Critical	Is the farming enterprise appropriate for this farm? Does it seem realistically achievable? Are all major elements included and sufficiently described? Does it utilize all assigned acreage?
2	Describe in detail all proposed additional construction or rehabilitation projects desired for your farming enterprise. Include type of project, location, aesthetics, dimension/scale, etc.	Critical	Are your future plans and considerations for expansion compatible with the desired use and capacity of the land?
3	Develop a timeline and narrative describing what you might expect to accomplish in years one through five of your operation. Also what will you accomplish by year ten and any other critical milestone years based on your plans. Describe your assumptions and contingencies.	Critical	Does the timeline seem realistically achievable? Are the associated assumptions and contingencies accurate and supported by the timeline?
4	Describe in detail how you are going to market and sell your products. Explain your retail and niche marketing strategies and venues including the specific practices you intend to implement. Include associated buildings, equipment, and staffing needs for processing, storing, distributing and selling your product and how will you meet these needs.	High	Are the strategies appropriate to the City of Green? Do they seem realistically achievable? Is there sufficient detail and supporting information provided?

5	Describe any non-farming enterprises proposed for the property such as a personal business enterprise. Explain the relationship of the non-farming enterprise to the farming enterprises including its scale, time and labor required, impact on the farming operations, etc. Proposers should be aware that, while we understand the necessity of off-farm income and the possible need for non-farm income from the property, the primary objective is the preservation and maintenance of the property through farming.	Medium	Is the non-farming enterprise appropriate and compatible with the park setting and their farm proposal? Does it enhance or detract from the farming enterprise?
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**Experience**

6	Describe in detail the farming knowledge, skills, and experience that you and any partners have. Include the type of farming, number of years, as well as demonstrated success such as certifications, awards and other recognition.	High	Is the farming experience applicable to the type of farming desired for the site? Is the number of years of experience sufficient? Are there forms of demonstrated success provided to support the experience?
7	Describe and explain any directly relevant non-farm experience that would be helpful to your farming/business enterprise. Please describe, in detail, any non-farm experience such as food safety/preparation, mechanics, etc. Include the type, number of years, demonstrated success and certifications, awards and recognition, if any. Describe how this experience strengthens your farming proposal.	Medium	Is the non-farm experience directly relevant to the proposed farm enterprise? What kind of experience is it? Are there forms of demonstrated success provided to support the experience? Does it strengthen the proposed farming enterprise?
8	Describe in detail any related business experience including the type, number of years, demonstrated success and certifications, awards and recognition, if any. Describe how this experience strengthens your farming proposal.	High	Is the business experience applicable and supportive of the farming enterprise? Does it strengthen the proposed farming enterprise? Are there forms of demonstrated success provided to support the experience?
9	Describe in detail your marketing experience (ie: promotion,	High	Is the marketing experience applicable and compatible with

<p>distribution and sales). Include the type of marketing, the number of years, as well as demonstrated success such as certifications, awards and other recognition. Describe how this experience strengthens your farming proposal.</p>		<p>the farming enterprise? Does it strengthen the proposed farming enterprise? Are there forms of demonstrated success provided to support the experience?</p>
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**Financial Capability**

<p><b>10</b></p>	<p>Provide a five-year start-up budget showing anticipated capital expenditures, annual farm operating expenses (including rental of the property), annual living expenses, annual income, and annual revenues. Demonstrate that the budget is realistic for both your farming enterprise and personal needs. Provide supporting data such as real experience or market research to justify the budget numbers presented.</p>	<p>Critical</p>	<p>Is the budget adequately developed? Does it cover all categories of income and expense? Does the budget balance? Does it seem realistic for the proposed farming enterprise? Is there supporting data?</p>
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<p><b>11</b></p>	<p>Describe your financial resources for implementing your proposal. Include specific, individual funding plans for start-up capital, projected major capital investments planned overtime (barn, hoop house, etc.), and long-term operating plans to finance your operation over time. Describe your funding sources (farm and non-farm), amounts and availability of funds. NOTE: You must include verification of your financial capability and financial information if requested. If you are relying on loans or financial commitments from others also include a commitment letter or other documentation to substantiate funding availability.</p>	<p>High</p>	<p>What is the source of funds and availability? Do the available funds seem realistic to cover costs and investments relative to the farming proposal? Is verification of financial capability Form, or comparable documents, necessary? Are their commitment letters or other documentation provided, if applicable?</p>
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## Other Available Resources

<b>12</b>	Describe the physical resources (equipment, tools, etc.) readily available to implement your farming enterprise.	High	What type and quantity of physical resources are described? Do these resources seem applicable to the proposed farming enterprise?
<b>13</b>	Describe the human resources beyond yourself that are available to contribute to your proposed farming enterprise (hired staff or interns, family members, friends, volunteers, expert advisors, etc). Include the amount of time anticipated, and the reliability of the commitment. If you are relying on others to provide critical contributions of labor or expertise, provide a commitment letter to substantiate their support.	High	What type and number of individuals are available? What work will be performed? What is the associated time commitment? Is there an associated cost or is it volunteer basis? Are there commitment letters provided, if applicable?

## Sustainability

<b>14</b>	Describe in specific detail your intended farm production practices. Describe other planned sustainability practices (residential and farm) you intend to implement such as energy conservation, waste reduction, recycling, composting, grazing management, waste management, etc.	Critical	What are the production practices described? Are they adequately sustainable to meet expectations? Are they appropriate to the proposed farming enterprise? Are other sustainability practices described?
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## Public Engagement

<b>15</b>	Describe how your farm will encourage interaction and engagement with the public (educational programming, tours, farm stand, etc.). Include the types of interaction, type and number of people targeted, and frequency of events.	Critical	What kind of interaction is described? Is it appropriate to the proposed farming enterprise, the City and local communities? Is it passive or active? Does it include outreach to few or many people? Is it seasonal or year round?
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***Please Include any additional supporting information.***

**Appendix B. Model Lease**



## LEASE AGREEMENT

This Lease Agreement (“Lease”) is made this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the City of Green (“Lessor”) whose principal place of business is PO Box 278, Green, Ohio 44232, and \_\_\_\_\_ (“Lessee”) whose address is \_\_\_\_\_.

1. **Premises.** Lessor is the owner of 264 acres of property generally known as Southgate Park which includes the Hartong Farmstead which has a mailing address of 6521 Mt. Pleasant Road, Clinton, Ohio 44216 (the “Premises”). Lessor agrees to rent to Lessee the Premises, including adjacent barn and related out buildings along with fifteen (15) acres of farmland as detailed in the map attached as Exhibit “A”. Lessee agrees to use the property as their personal residence and a commercial farming operation.

2. **Effective Date of Lease.** The term of this Lease shall commence on the \_\_\_\_ day of \_\_\_\_\_, 201\_.

3. **Initial Term.** The initial Lease Term shall be 10 years beginning on \_\_\_\_ day of \_\_\_\_ 201\_ and ending on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. Lessee shall also have the option to extend the Lease for four (4) additional terms of 5 years upon mutual agreement of Lessor and Lessee if the Premises is not needed for any municipal purpose by the Lessor. Lessee may execute the options by giving Lessor written notice of their intent to exercise the option at least ninety (90) days prior to the expiration of the original Lease Term. Lessor shall have thirty (30) days from receipt of written notice from Lessee of their intent to refuse the option.

4. **Early Termination of Lease.**

A. **Option of Lessor to Terminate** - If this Lease is terminated by the Lessor prior to the expiration of the term provided in Section 3, all of the rights of the Lessee under this Lease and in the Premises shall terminate. If the Lease is terminated for default, the Lessee is entitled to no compensation for any losses or injury resulting from Lessee’s default. The Lessee acknowledges the sovereign right of the Lessor to cancel this Lease at any time to the extent otherwise provided by law. Unless the Lease is terminated for default, the Lessor shall provide a 90-day notice of termination.

B. **Option of Lessee to Terminate** - The Lessee may terminate this Lease, without penalty, on giving a written notice to the Lessor of the intent to terminate at least 90 days prior to the date of intended termination. This period of notice may be reduced to 30 days should Lessee experience permanent disability or death. The notice of termination shall contain the date for the intended termination of the Lease. The intended termination date shall operate as if that date were the time originally fixed for the termination of this Lease, and all provisions of this Lease that are to become effective on termination shall become operative or effective on that date.

The giving of notice required in this section shall not release the Lessee from the full and faithful performance of all terms and conditions of this Lease during the continued occupancy of the Premises by the Lessee after

such notice and until the Lessee actually vacates and surrenders the Premises, whether on the date of the intended termination or at the conclusion of any period during which the Lessee holds over after the date contained in the notice.

- C. **Refund of Prepaid Rent** – If the Lease is terminated before the end of the term as set out in Section 3, the Lessee may be entitled to a proportional refund of any prepaid rent authorized by Section 5.
- D. **Abandonment** – The Lessor may reenter and repossess the Premises, and declare the term of this Lease forfeited, if the Lessee deserts or vacates the Premises for 14 or more consecutive days. The Lessor may pursue all remedies available under this Lease or as provided by law.
- E. **Ownership of Growing Crops** - If the Lease is terminated for default, at the Lessor's election, the Lessor shall have the right to own and possess all crops both harvested and unharvested. Upon an early termination for convenience of the Lessor or at the option of the Lessee as provided in Section 4(B), the Lessee shall have the right to own and possess all harvested and unharvested crops for the Lease Year during which this Lease is terminated.

5. **Rent.** Lessee shall pay Lessor the sum of \_\_\_\_\_ (\$\_\_\_) per year payable in equal monthly installments at the rate of \_\_\_ per month for the first five (5) year term of the Lease. Rent shall increase 3% during any option period of the Lease Term.

- A. The first month's rent is due upon execution of this Lease Agreement. The monthly rent shall be due on the first day of each month beginning with the first full month of the Lease Term. The Lessee shall pay pro-rata rent for the period of time Lessee occupies the Premises prior to the first full calendar month of the Lease Term.
- B. Any rent payment required under this Agreement which is not made within ten (10) days of the date that it is due, shall be assessed a late charge equal to 10% of the monthly rental amount. All rent payments not made within thirty (30) days of the date they are due, shall be assessed interest at the rate of 15% per annum. Lessor also agrees that Lessee shall be charged the amount of Fifty Dollars (\$50.00) in the event that any bank check given by Lessee to Lessor in payment of rent is returned to Lessor for reason of non-sufficient funds. This charge shall be in addition to any late charges and interest due pursuant to the above Terms of the Lease.
- C. The Lessee shall not be required to pay a security deposit.

6. **Utilities.** The Lessor has provided the necessary infrastructure for basic household utilities including water, sewage, gas, electric, and telephone. The Lessee must contact and select service providers for these and other utilities (Cable, Internet). The Lessee is responsible for all additional alterations or installation fees, including, but not limited to all modifications, extension, and additions of utilities to implement all Lessee improvements. The Lessee is responsible for all fees and charges for utilities provided to the Premises.

7. **Real Estate Taxes and Assessments.** The Lessor shall be responsible and pay all real estate taxes assessed against the Property.

8. **Agricultural Use Covenants.**

A. **Agricultural Purposes of the Lease** - The Lessor enters into this Lease to implement the particular and unique proposal contained in Exhibit “B”: Lessee Farming Enterprise Proposal (incorporated by reference). As basis for selection, the Lessee’s Farm Enterprise Proposal forms the Lessee’s obligations for farming under this Lease, excepting any modifications that may be approved in writing by the Lessor in the course of approving the Lessee’s Proposed Operations and Development Plan. The Lessee acknowledges a responsibility to actively and affirmatively implement its proposal for the entire term of the Lease.

B. **Agricultural Practices** - All Agricultural practices on the Premises must conform with applicable Federal, State and local laws and regulations, except as those laws and regulations may be superseded by Agricultural guidelines of the Lessor. The Lessor will not allow any agricultural use or activity that would cause unacceptable adverse impacts on Southgate Park’s resources, values, or purposes. The Lessee must comply with applicable public health and safety regulations regarding food service and distribution. Furthermore, all agricultural activities and livestock operations that take place in Lessor’s parks shall be conducted in accordance with accepted best management practices that protect vegetation and wildlife and its habitat, safeguard sensitive species, control proliferation of exotic species, conserve soil, protect riparian areas and ground water, avoid toxic contamination, and preserve cultural sites. Specific required Agricultural management practices follow:

1. **Pest Management/Pesticide Use** - The Lessee must submit their proposed Integrated Pest Management (IPM) practices for review and approval by the City. The City of Green promotes cultural and biological means of pest control over chemical means. Cultural control measures include such practices as crop rotation, companion planting, manual removal of pests. Biological pesticides, control agents such as predators or parasites, and bioengineered/genetically-modified products or crops are subject to the same IPM review process as pesticides. Some agents may require additional compliance before approval.

2. **Use of Water Resources** – The Lessee’s use of surface waters and groundwater will comply with applicable Ohio water rights laws, and applicable Ohio EPA guidelines. The Lessee will follow a reasonable use doctrine to ensure that farm uses of water do not adversely affect downstream uses.

3. **Farming of Woodlands** – The farming of woodlands (e.g., syrup production, mushrooms, and medicinal plants) is not an approved activity

and requires additional City of Green approval. However, the Lessee may tap trees that are clearly within leased yards and fields upon the prior written approval of the Lessor.

4. **Composting** – All plans for composting must be approved by the Lessor before the Lessee may implement such plans. The preferred method for disposal of dead livestock is on-farm composting. Lessees must be certified to conduct on-site livestock composting through completion of the Ohio State University Extension program “Livestock Mortality Composting Educational Training” as outlined by Ohio Department of Agricultural guidelines before undertaking such composting.

C. **Annual Farm Report (AFR) -** The Lessee will prepare an AFR for Lessor’s approval including the Year End Review for the year ending, and the Proposed Operations and Development Plan (“POD”) for the coming year. The Lessee will submit the AFR to the Lessor by January 15<sup>th</sup> of each year. The Lessor will review the AFR within thirty days following receipt. Lessor will review and respond to Annual Operating plans in a timely manner. An annual evaluation report will be created by the City of Green to ensure the Lessee is caring appropriately for premises, to determine City’s maintenance schedule for premises, and to ensure the Lessee is making acceptable progress toward their proposed plan. Annual Operating plan review and annual safety maintenance inspections of premises will be used to develop said evaluation. Inspections will be scheduled appropriately and with cooperation by the Lessee and Lessor. Approval of the POD subsection/s will constitute an amendments/s to the Lessee’s Farming Enterprise Proposal (Exhibit “B”).

D. **Annual Financial Statement (AFS) -** The Lessee will prepare an AFS for Lessor’s approval as set forth in this Lease and further described in Exhibit “C”. The Lessee will submit the AFS to the Lessor on or before April 20<sup>th</sup> of the year following the tax year covered by the AFS. The Lessor will review and approve the AFS within thirty (30) days after the receipt, if practicable. If the Lessor is not satisfied with the information provided in the AFS, the Lessor and Lessee will meet within 60 days following the Lessor’s receipt of the AFS to resolve the Lessor’s concerns.

E. **Default of Agricultural Use Covenants -** Lessor and Lessee expressly agree that Lessee must implement its proposal in full accord, harmony, and compliance with the Agricultural Use Covenants in this Lease, and with the Lessor’s Sustainable Agricultural Guidelines set forth in Exhibit “D”. The Lessor and Lessee expressly acknowledge that the Lessee must have the prior written approval of the Lessor for any agricultural activity or practice occurring on the Premises or otherwise associated with the approved enterprise. The Lessee’s failure to observe, keep, perform, or fulfill the requirements of the Lessee’s POD and the requirements of this Section, will constitute a default causing this Lease to become null and void at the option of the Lessor.

9. **Non-Agricultural Use Covenants.**

A. **General Uses -** As directed by Lessor, the Lessee must discontinue any activity or use of the Premises inconsistent with the City of Green's natural and cultural resource management objectives or that is determined by Lessor to be inappropriate in a park setting.

B. **Occupancy -** The Lessee must occupy the residence. Any occupancy arrangement that does not include the Lessee requires the prior written approval of the Lessor.

C. **Public Engagement -** As defined in the RFP, the Lessee agrees to engage with the public beyond a business customer relationship. The Lessee agrees to engage and interact with the public at minimum as described in their proposal. When appropriate and within reason, the Lessee agrees to work with the City of Green on public events and engagements specific to the Hartong Property. The Lessee also agrees to interact with the public in a professional, positive manner at all times.

D. **Commercial Activities -** All Commercial Activities of Lessee must be approved by the Lessor in the Lessee's POD or by other written form, including approval of On-Premises Product and Service Sales and Off-Premises Products and Service Sales.

E. **Commercial Products and Service Review-** The Lessee may not offer any products or services for sale without the prior written approval of the Lessor regarding the nature, type, quantity and quality of such products and services.

F. **Promotional Material-** The Lessee must submit all promotional material, regardless of media format (i.e., printed, electronic, broadcast media), in connection with the services provided under this Lease to the Lessor for review and approval prior to use.

G. **Advertisements and Other Signs -** The Lessee may not post on the Premises signs, including those advertising the Lessee's activities, without the Lessor's prior express written approval of the size and content of the signs and the time period during which the signs may be posted.

H. **Special Events-** Any events, activities, or other public uses which have not been otherwise approved in the Lessee's POD require the Lessor's written approval.

I. **Provision for Public Parking-** In the event the Lessee desires to provide, within the Premises, parking for public or customer visitation to the Premises, the Lessee must first secure the prior written approval of the Lessor regarding the location, design, construction materials, and traffic pattern and control related to such parking.

J. **Site and Ground Disturbance -** The Lessee may not alter the landscape of the Premises in any way that does not correspond to the uses set forth in this Lease. The Lessee must submit a written request for site and/or ground changes, and may not proceed to make such changes until the Lessor approves the request in writing. The Lessor shall respond to written

requests in a timely manner and will not unreasonably withhold approval of such proposed changes.

**Topography** - The Lessee will maintain the general topography of the landscape in its present condition and will undertake no excavation or topographic changes until the Lessor expressly has approved the changes in writing.

**Dumping and Material Storage** - The Lessee may not dispose or dump ashes, trash, or other materials. The Lessee may not place or store unsightly foreign material upon the Premises. This prohibition shall not be construed as prohibiting the temporary, short-term storage of construction or agricultural supplies necessary to the operation of the agricultural enterprise described in the Annual Operating Proposal.

**Tree and Vegetation Removal** - The Lessee shall not remove trees, tree limbs larger than 1” or other vegetation until the Lessor expressly has approved the same in writing. Due to the potential impact to endangered Indiana Bats, permission will not be granted for the cutting of trees or tree limbs between April 1 and September 30. For circumstances where there is an immediate threat to safety or property, a waiver to this policy may be requested, on a case-by-case basis.

**Fire Prevention and Suppression** - The Lessee may not burn brush, construction debris or similar materials within the Premises. The Lessee must take all reasonable precautions to prevent forest, brush, grass, and structural fires and assist the Lessor in extinguishing any fires on the Premises.

K. **Harvesting Wood** - The Lessor may give written permission to the Lessee to collect downed firewood for personal use within the Premises, but not for commercial purposes. Under no circumstances does this Lease allow the Lessee to collect wood outside leased properties.

L. **Wildlife** - Small-scale artificial wildlife housing and feeding is allowed near occupied buildings (e.g., bird feeders, birdhouses), as approved by the Lessor. No other feeding of wildlife will be permitted.

10. **Compliance With Applicable Laws.** The Lessee, at its sole expense, shall comply with all applicable laws, ordinances, rules, and regulations of the United States. The Lessee also shall comply with the lawful requirement of all applicable State, County, and local governmental entities where the Premises are located with regard to construction, sanitation, licenses or permits to do business, and all other matters. Lessee must consult with Lessor regarding applicability of such laws and regulations prior to making application to any governmental entity. The Lessee shall provide to the Lessor copies of all license, verifications, use and occupancy permits, or other permits prior to engaging in activities requiring a permit. The Lessee shall give the Lessor immediate written notice of any notice of violation of applicable laws, ordinances, rules, and regulations received by or on the behalf of the Lessee. At the Lessee’s sole expense, it shall rectify any such violation promptly.

11. **Rehabilitation and Maintenance of Premises.**

A. **Lessor's Pre-Lease Rehabilitation -** The Lessor has undertaken significant and sufficient repair and rehabilitation of the Premises to:

1. Make it readily habitable by the Lessee;
2. Make it readily usable by the Lessee for the agricultural and related purposes set out in Section 8 of this Lease;
3. **Degrees of rehabilitation:** The Lessor notes that differing treatment levels between the residence and outbuildings have been applied.  
**Residence:** the Lessor has undertaken all structural treatments necessary for immediate and satisfactory occupancy.
4. Establish the baseline conditions and standards that the Lessor expects the Lessee to observe and maintain during the Lease Term. These baseline conditions include, but are not limited to the "as-is" conditions and expectations specified in Sections 9, 10, and 11.

B. **Lessor's Rehabilitation and Replacement Responsibilities -** The Lessor will be responsible for rehabilitation, repair, or replacement of the structural components and operating systems of those historic and non-historic buildings on the Premises that are assets of the Lessor as of the Commencement Date. The Lessor will not be responsible for maintenance or routine repairs or replacements requested for the purposes of cosmetic changes. The Lessor's responsibilities include maintaining the following in good and functional condition:

1. **Structural components -** Repair/replacement of foundations, floors, walls, and roof systems. Removal of insect infestations that could undermine the structural integrity of the building, such as termites or carpenter ants.
2. **Electrical -** Repair/ replacement of wiring, switches, fixtures, breakers, outlets and all other electrical components up to the standards in the Ohio Basic Building Code.
3. **Heating, ventilating, and air conditioning (if applicable) –** Replacement or repair of furnace, ductwork, A/C condenser, and thermostat.
4. **Water supply systems (household) –** Replacement or repair to wells, cisterns, sump pumps, pipes due to functional failure; faucets, tubs, toilets, and sinks due to functional failure.

5. **Sewer/Waste treatment** – Replacement or repair of pipes, septic lines, holding tanks, leach/evapotranspiration fields, sand filters, including necessary root removal.
6. **Exterior fabric** – Replacement of siding, trim, porches, steps, windows, and doors.
7. **Interior fabric** – no additional responsibilities after the initial rehabilitation unless structural in nature.
8. **Roofing** – Replacement of shingles, flashing, gutters, downspouts.
9. **Residence and Farm roads and drives** – Initial rehabilitation of grade, surface, and material with assistance in major flood events.

C. **Lessee’s Routine and Cyclical Maintenance Responsibilities** - The Lessee will be responsible for all general maintenance of the historic and non-historic buildings Premises and their operating systems. The Lessee will perform all repair, rehabilitation, and maintenance of historic properties in a manner that meets the Secretary of the Interior’s Standards for Historic Rehabilitation. See Exhibit E for the version of those standards in effect as of the Commencement Date. The Lessee’s repair and maintenance responsibilities include, but are not limited to:

1. **Electrical** – Fuses, light bulbs, and face plates.
2. **Heating, ventilating, air conditioning** – Replacement of filters, cleaning ductwork, and annual and routine maintenance of furnace and AC condenser per manufacturer recommendations.
3. **Water supply systems (household)** – Replacement of washers and gaskets as needed, performing routine maintenance as per manufactures recommendations, including draining hot water tank and removing any clogs in water lines.
4. **Sewer/Waste treatment** – Reoccurring scheduled maintenance of septic systems, as per “pamphlet”. Unblocking/repair of toilets or drainage/sewage lines due to neglect and cyclical and/or emergency septic pumping.
5. **Exterior fabric** - Exterior painting and staining needed to maintain surfaces in good condition, including siding, trim, porches, and steps. Maintaining a positive drainage away from building(s) foundations.

6. **Interior fabric** - Painting, staining, or refreshing of surfaces, including walls, floors, ceilings, trim, windows, doors, built in cabinets and countertops.
7. **Roofing** – Cleaning gutters and maintaining downspouts in unblocked free-flowing condition ensuring positive drainage away from structure.
8. **Residential roads and drives** – Maintenance of grade and surface and component renewal such as culverts, washout and periodic installation of additional gravel.

D. **Residential Grounds Maintenance** - Prior to occupancy, the Lessor will evaluate and remove all or portions of dead or dying trees located near the entrances of the residence on the Premises; if the trees represent a potential safety hazard to both the residential buildings and persons walking or moving in the area.

The Lessee will maintain residential grounds in an aesthetically pleasing and ecologically healthy manner at the Lessee's sole expense. The Lessee annually will evaluate and remove all or portions of dead or dying trees, located near the entrances of the residence on the Premises; if the trees represent a potential safety hazard to both the residential buildings and persons walking or moving in the area, subject to approvals specified under Section 9(F). Aesthetically pleasing is understood to include, but is not limited to, regularly mowed and managed lawn and any ornamental plantings, and avoidance or removal of unsightly storage or parking of materials, equipment, and vehicles. The Lessee is responsible for all aesthetic and utilitarian snow removal. Ecologically healthy maintenance of residential grounds means application of the same general ecological/biological principles for agricultural production practices.

E. **Maintenance and Repair of Other Site Amenities** - The Lessee will undertake all needed major and minor maintenance, repairs, or replacement of any and all alterations or improvements to the Premises made in the course of implementing the Lessee's agricultural and related enterprises described in Section 8 and Exhibit B. This includes, but is not limited to:

1. Existing and/or Approved agricultural or other buildings;
2. Existing and/or Approved fences of all sorts;
3. Existing and/or Approved agricultural and non-household water systems – wells, ponds, pumps, lines, etc.; and
4. Existing and/or Approved and additional farm roads and drives – maintenance of grade and surface.

F. **Project submittals and approvals** - Lessee must submit all project submittals to the Lessor including as much detail as required by Lessor. The Lessee has established the POD process as the primary means of compiling and submitting projects. In the event that an additional project is desired outside of the POD, the Lessor will similarly review the project but discourages the submittal of individual projects and may advise that the project be held and included in the next POD. Lessor will review all projects to ensure that City of Green and Section 8 compliance are met. Thus, the Lessee shall plan accordingly and allow for a review period of no less than 30 days acknowledging that dependent on the scope and scale of the project that additional review time may be required. The Lessor will notify the Lessee in writing of the outcome of the review. The Lessee may not proceed with a project until written approval is received.

G. **No Smoking Policy** - To ensure long-term preservation of structures and to minimize fire danger, smoking is prohibited in all structures owned by the City of Green and assigned under this Lease (residence, barn, garages, etc.). Smoking is defined as lighted cigarettes, cigars or pipes and any similar/related products.

12. **Insurance and Indemnification.** At all times during the Lease Term and at the Lessee's sole expense, it shall obtain and keep in force for the benefit of the Lessee and Lessor the following insurance coverage:

A. **Property Insurance** - An all risk or special form, including fire, vandalism and malicious mischief insurance. The amount of such insurance shall be the full insurable replacement value of the Premises. All such policies shall specify that proceeds shall be payable whether or not any improvements are actually rebuilt.

B. **Worker's Compensation and Employer's Liability Insurance** - Worker's Compensation insurance in the statutory amounts and coverage required under worker's compensation, disability and similar employee benefit laws applicable to the Premises and to the Lessee's use and occupancy of the Premises; and employer's liability insurance, with limits of not less than one hundred thousand dollars (\$100,000.00) for bodily injury per incident and one million dollars (\$1,000,000.00) aggregate, or such higher amounts as may be required by law.

C. **General Liability** - Comprehensive Farm Liability and/or Commercial General Liability through one or more primary and umbrella liability policies against claims for bodily injury and property damage occurring on the Premises, the improvements thereon, or the streets, curbs or sidewalks adjoining the Premises, with such limits as may be required by the Lessor, but in any event not less than one million dollars (\$1,000,000.00) per incident and two million dollars (\$2,000,000.00) aggregate for the Premises. Such insurance shall insure the performance by the Lessee of its indemnity obligations under Section 12(I) of this Lease.

D. **Other** - All other insurance that the Lessee should maintain to adequately protect the Premises, Lessor, and Lessee. If the general liability coverage obtained in compliance with Section 12(C) does not include the Lessee's off-Premises farm related activities (such as sales at the farmers markets), the Lessee must secure additional coverage.

E. **Conditions on Insurance** - The policy or policies required under Section 12(A), 12(B), and 12(C) shall provide that in the event of loss, the proceeds of the policy or policies shall be payable to the Lessee to be used solely for the rehabilitation, repair, or maintenance of the property damaged or destroyed, as approved and directed by the Lessor. The balance of the proceeds not required for such payment may be retained by the Lessee, who will have no obligation or liability with respect to the use or disposition of the proceeds by the Lessee.

All property and general liability insurance shall name the City of Green as an additional insured.

All of the insurance required under this Lease and all renewals, shall be issued by one or more companies of recognized responsibility licensed to do business in Ohio with a financial rating of at least a Class B+ (or equivalent) status, as rated in the most recent edition of Best's Insurance Reports (or equivalent) or as otherwise acceptable to the Lessor.

All policies provided for the Lease expressly must provide that such policies may not be cancelled, terminated, or altered without thirty (30) days prior written notice to the Lessor. **The Lessee must provide to the Lessor a copy of each policy and a certificate of the policy executed by a properly qualified representative of the insurance company evidencing that the required insurance coverage is in full force and effect on or before the Commencement Date, and annually thereafter.** The Lessee shall maintain all required policies throughout the term of the Lease, and the Lessee shall renew such policies before the expiration of the term of the policy.

From time to time, as conditions warrant, the Lessor may modify the types and levels of insurance required in this Lease, provided that any additional requirements must be reasonable and consistent with the types of insurance a prudent businessperson would purchase in similar circumstances.

F. **Disposition of Insurance Proceeds** - All insurance proceeds received by or payable with respect to damage or destruction of the Premises (except proceeds of insurance covering loss or damage of the Lessee's Personal Property), less actual expenses incurred in connection with their collection, shall be held by the Lessee in an interest bearing account, with all interest accrued thereon deemed proceeds of insurance for purposes of this Lease. However, if required by the Lessor, an insurance trustee acceptable to the Lessor shall hold such proceeds for application in accordance with this Lease.

G. **Inadequate Insurance Coverage** - The Lessee's responsibilities under this Lease for the repair or replacement of the Premises assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers. No approval by the Lessor of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the Lessor of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.

H. **Continuity of Operations -** If the Lessee obtains insurance that provides for the replacement of business income upon the interruption of business operations, the proceeds of such policies shall be included in Gross Revenue.

I. **Indemnity -** The Lessee, its employees, and agents shall indemnify, defend, save and hold the Lessor, its employees, successors, agents and assigns, harmless from and against, and reimburse the Lessor for: any and all claims, demands, damages, injuries, losses, penalties, fines, costs, liabilities, causes of actions, judgments, and expenses, including without limitation, expenses incurred in connection with or arising in any way out of this Lease, the use, occupancy or manner of use or occupancy of the Premises by the Lessee or any other person or entity. The Lessee shall not be liable to the extent that the damages, expenses, claims or suits result from the willful misconduct or gross negligence of the Lessor, or its employees, contractors, or agents. The provisions of this Article shall survive any termination of this Lease.

13. **Liens.**

A. **Limitation of Liens -** The Lessee will have no power to do any act or to make any contract that may create or be the foundation for any lien, mortgage, or other encumbrance upon the reversion, fee interest or other estate of the Lessor, or of any interest of the Lessor in the Premises, except for such actions or contacts contemplated and taken in accordance with the Lease and as expressly approved by the Lessor prior to undertaking such action to create an encumbrance.

B. **Assumption of Lessee Responsibilities -** Any encumbrance approved by the Lessor pursuant to Section 13(A) must provide that in the event of foreclosure, the holder of the lien will assume the responsibilities of the Lessee under this Lease or to select a new Lessee subject to the approval of the Lessor. Additionally, no encumbrance may grant the holder of the lien the ability or authority to alter or amend the terms of this Lease without the express written agreement of the Lessor.

C. **Discharge of Liens by Lessee -** The Lessee shall not suffer or permit any liens known to the Lessee to stand against the Premises for any reason. If a lien is filed against the Premises, the Lessee shall cause it to be discharged of record within sixty calendar days (60) after notice to the Lessee of filing the lien. If the Lessee fails to discharge or contest the lien within this period and the failure shall continue for a period of fifteen calendar days (15) after notice by the Lessor, then, in addition to any other right or remedy of the Lessor, the Lessor may, but shall not be required, to procure the discharge of the lien either by paying the amount claimed to be due, by deposit in court, or by bonding. All amounts paid or deposited by the Lessor for any of these purposes, and all other expenses of the Lessor and all necessary disbursements in connection with them, shall become due and payable forthwith by the Lessee to the Lessor upon written demand as additional Rent.

D. **No Consent or Waiver by Lessor -** Nothing in this Lease shall be deemed to be or be construed in any way as constituting the consent or request of the Lessor, expressed or

implied, by inference or otherwise, to any person, firm or corporation, for performance of any labor or the furnishing of any materials in connection with the Premises.

14. **Assignments and Subletting.**

A. **Transferability -** The Lessor is entering into this Lease to implement the particular and unique proposal offered by the Lessee, and in reliance on the particular and unique skills and reputation of the Lessee. The Lessor would not enter into this lease except for such particular and unique proposal, skills, and reputation. The Lessor and the Lessee, expressly agree that the Lessee shall not transfer its interest in this Lease without the prior express written approval of the Lessor. Any transfer of the right to occupy and operate the Premises shall be contingent upon the Lessee and the potential transferee satisfactorily demonstrating to the Lessor that such transfer will result in equal or superior management of the Premises, specifically:

1. That the potential transferee is financially and managerially capable of performing the obligations of the Lessee including, without limitation, those requirements set out in Sections 5, 6, 7, 8, 9, Exhibit B, and the most current POD for the Premises; and
2. That the potential transferee is financially and managerially capable of carrying out the terms of this Lease; and
3. If the Lessee is a partnership (including a limited partnership, a limited liability partnership, or a limited liability company), this Section 14 applies to the transfer of a partnership interest or an interest in the limited liability company. If the Lessee is a corporation, this Section 14 applies to the transfer of stock by a shareholder, where such transfer effects a change in control of the corporation.

B. **Assignment and Subletting -** The Lessee shall not assign this Lease, in whole or in part, or any property on the Premises, nor sublet the Premises or any part of any property, nor grant any interest, privilege, or license in connection with this Lease without the express prior written permission of the Lessor.

C. **Rights and Responsibilities of Successors -** The Lessor and Lessee agree that this Lease shall be binding upon, to the benefit of, and be enforceable by their respective assigns and/or any successors in interest.

15. **Defaults and Lessor's Remedies.**

A. **Default -** This Lease is made upon the express condition that should the Lessee fail to keep and perform any of the covenants, agreements or conditions hereof, including but not

limited to the Covenants set forth in Sections 8, 9, and Exhibit C, this Lease shall become null and void at the option of the Lessor.

B. **Notice of Default -** Before the default is effective, the Lessor shall first give the Lessee written notice, as set out in Section 21, of the Lessor's intention to terminate this Lease and regain possession of the Premises. This notice shall set forth the specific default under the Lease and the Lessor's intention to re-enter the Premises and declare this lease forfeited if such default continues.

C. **Time to Cure -** The Lessee must cure monetary defaults within 30 days after notice is given.

For non-monetary defaults that ordinarily can be corrected within 60 days, the Lessee must cure these defaults within 60 days after the notice is given.

If the non-monetary default is one that would ordinarily take more than 60 days to cure, then, within 60 days following the receipt of the notice described in Section 21, the Lessee must present to the Lessor a written plan to cure the default. The plan must outline the proposed cure and set reasonable goals and reporting dates toward completion of the cure. The Lessor will have 30 days to revise or approve the plan to its satisfaction following the receipt of the plan. If the Lessee does not provide the required plan, as described and within the required time, the Lease shall terminate.

D. **Failure to Cure -** If the Lessee does not cure the default pursuant to its approved plan to cure or does not present a plan for the cure, as applicable, within the applicable period, then the Lessor shall be entitled to the possession of the Premises and may enter into and upon the same or any part thereof and repossess the same and expel the Lessee and those claiming through or under the Lessee and remove its effects without being guilty of any manner of trespass and without and prejudice to any remedies that might otherwise be sued for areas of rent or preceding breach of covenant.

E. **Right to Immediate Possession -** The Lessee shall neither use nor permit the use of the Premises for any improper or unlawful purpose. Any such improper or unlawful use shall work as a forfeiture of this Lease agreement at the election of the Lessor, after which the Lessor shall have the right to immediately reenter and repossess the Premises without further notice to the Lessee, notwithstanding any other provision of this Lease.

F. **Conditional Right to Transfer -** In the case of non-monetary defaults, and at the sole discretion of the Lessor, should the Lessee neither cure the default nor present a satisfactory plan to cure the default within the 60 day period, upon written request of the Lessee, the Lessor may grant to the Lessee a conditional right to attempt the transfer of the Lessee's interest according to the terms of Section 14. The Lessee must submit such a request to the Lessor within the 60 day cure period. Should the Lessor grant this option to the Lessee, the transfer process must be completed within twelve months from the date of the Lessor's applicable notice

of default. During this period the Lessee must maintain the conditions of the Premises and pay all applicable rent.

G. **Consequences of Bankruptcy** - The parties agree that this Lease shall terminate upon the filing or execution of:

1. A petition in bankruptcy by or against the Lessee;
2. A petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor;
3. An assignment for the benefit of creditors;
4. A petition or other proceeding against the Lessee for the appointment of a trustee, receiver, liquidator; or
5. The taking by any person of the leasehold created hereby or any part upon execution, attachment, or other process of law or equity.

H. **No Waiver of Rights by the Lessor** - No failure by the Lessor to insist upon the strict performance of any term, covenant agreement, provision, condition, or limitation of this Lease, or to exercise any right or remedy upon a default hereunder, or acceptance by the Lessor of full or partial rent during the continuance of any default, shall constitute a waiver of any such default or of such term, covenant, agreement, provision, condition, or limitation. No waiver of any default shall affect or alter this Lease, but each and every term, covenant, agreement, provision, and limitation of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default.

I. **Lessor's Rights to Cure Defaults** - If the Lessee fails or neglects to perform any act or responsibility required herein to be done or performed, and fails to cure within the applicable cure period provided in Section 15(C), then the Lessor may, but shall not be required to, do or perform or cause to be done or performed any other act or correction, including entering upon the Premises for such purposes. The Lessor shall not be held liable or in any way responsible for any loss, disturbance, inconvenience, annoyance, or damage resulting to the Lessee on account of exercising rights under this Section. The Lessee shall repay to the Lessor, upon demand, the entire expense of the Lessor's exercising its rights, including, without limitation, compensation to the agents, consultants and contractors of the Lessor and related expenses. The Lessor may act upon shorter notice or no notice at all if necessary in the Lessor's judgment to meet an emergency situation or governmental time limitation or to protect the Lessor's interest in the Premises. Any act or correction done by the Lessor pursuant to the provisions of this Section shall not be or be construed as a waiver of any such default by the Lessee, or as a waiver of any term, covenant, agreement or condition herein contained or the performance thereof.

16. **Surrender and Vacating of Premises.** On or before the date of expiration, termination, or revocation of this Lease, the Lessee shall surrender and vacate the Premises, remove its personal property from the Premises, and return the Premises, including the farm fields and equipment and the improvements to as good or better order and condition as existed on the commencement date of the Lease, damages due to ordinary wear and tear expected. If the Lessee fails or neglects to remove its personal property, then, at the Lessor's option, the Lessor may remove the Lessee's property and store it in a public warehouse at the expense of the Lessee. In either case, the Lessee will have no claim for damages against the Lessor, its officers or agents.

At the expiration, revocation, or termination of this Lease, the Lessor and Lessee shall prepare an Inventory and Condition Report of the Premises, similar to the report prepared by the Lessor pursuant to Section 8(C). This report will constitute the basis for settlement by the Lessee to the Lessor for farm fields and equipment, or improvements shown to be lost, damaged, or destroyed during the term of the Lease. The Lessee shall either replace or return any lost, damaged, or destroyed items to the condition required pursuant to this Section, ordinary wear and tear expected or, at the election of the Lessor, reimburse the Lessor for such items at the then current replacement value.

17. **Holding Over.** This Lease shall terminate upon the Termination Date and any holding over or failure to vacate the Premises by the Lessee after the Termination Date shall not constitute a renewal of this Lease or give the Lessee any rights hereunder or in or to the Premises. For each day the Lessee occupies the Premises, in whole or in part, following the Termination Date, the Lessee shall pay rent at a rate of two times the prorated daily rent in effect on the date of the Lease termination.

18. **Representation and Warranties of the Lessee.** The Lessee represents and warrants to the Lessor as follows:

The Lessee has the right, power, legal capacity, and authority to enter into and perform its obligations under this Lease, and to operate the Premises as contemplated by Lessee Farming Enterprise Proposal, Exhibit B.

No approval or consent of any other persons or agency is required in connection with the execution and performance of this Lease.

The Lessee has taken all necessary action to authorize the execution, delivery and performance of this Lease.

This Lease constitutes the legal, valid and binding obligation of the Lessee.

19. **Representation and Warranties of the Lessor.** The Lessor represents and warrants to the Lessee as follows:

The Lessor is a chartered municipality under the laws of the State of Ohio.

The Lessor has taken all necessary action to authorize the execution, delivery, and performance of this Lease.

This Lease constitutes the legal, valid, and binding obligation of the Lessor.

The Lessor has made no representations or warranties, direct or implied, written or verbal, with respect to the Premises or any other property owned by the Lessor, except as specified in this Lease.

20. **Compliance with Federal Equal Opportunity Laws.** The Lessee shall comply with the requirements of:

- a. Title VII of the Civil Rights Act of 1964 (as amended), as well as Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967;
- b. Title V, Section 503 and 504 of the Rehabilitation Act of September 26, 1973, Public Law 93-112 (as amended), which prohibits discrimination on the basis of disability and requires Government contractors and subcontractors to take Affirmative Action to employ and advance in employment qualified handicapped individuals;
- c. 41 C.F.R. Chapter 60, which prescribes affirmative action requirements for government contractors and subcontractors;
- d. The Age Discrimination in Employment Act of December 15, 1967 (as amended);
- e. The Americans with Disabilities Act, 42 U.S.C. Section 12111 et seq.; and
- f. All other applicable laws relating to nondiscrimination in employment and in providing facilities and services to the public.

The Lessee shall take no action in advertising for employees that will prevent those covered by these laws from qualifying for such employment.

21. **Notices.** Any notice, consent or other communication required or permitted under this Lease shall be in writing and shall be delivered by hand, sent by courier including delivery services such as Federal Express, sent by prepaid registered or certified mail with return receipt requested, addressed as set forth below (or to such other or further addresses as the parties may designate by notice given in accordance with this Section), and shall be deemed to have been given on the earliest of:

- a. Receipt;
- b. One business day after delivery to a courier for overnight expedited delivery service; or

- c. Five business days after the date deposited in the United States mail, registered or certified, with postage prepaid and return receipt requested (provide that such return receipt must indicate receipt at the address specified).

**If to the Lessor:**

City of Green  
 Attention: Service Director  
 P.O. Box 278  
 Green, Ohio 44232-0278

**If to the Lessee:**

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22. **General Provisions.**

- A. This Lease shall not, nor be deemed nor construed to, confer upon any person or entity, other than the parties hereto, any right or interest, including without limiting the generality of the foregoing, any third party beneficiary status or any right to enforce any provision of this Lease.
- B. The Lessee, at the Lessee's expense, must comply with any statutory requirements for recording the Lease.
- C. The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.
- D. In case any one or more of the provisions of this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such holding shall not affect any other provision of this Lease. This Lease, consequently, shall be construed as if such invalid, illegal or unenforceable provision(s) had not been contained herein.
- E. Article headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way limiting, prioritizing or amplifying the provisions of this Lease.
- F. The laws of the State of Ohio shall govern the validity, construction, and effect of this Lease.
- G. This instrument constitutes the entire agreement between the Lessor and Lessee and supersedes all prior offers, negotiations, oral and written. This Lease may not be amended or modified in any respect except by an instrument in writing signed by the Lessor and Lessee.
- H. The voluntary surrender of this Lease by the Lessee to the Lessor, or a mutual cancellation or the termination by the Lessor pursuant to any



provision contained in this Lease, shall not work a merger. At the option of the Lessor, the voluntary surrender or mutual cancellation shall either terminate any or all existing subleases or sub-tenancies hereunder, or operate as an assignment to the Lessor of any or all of such subleases or sub-tenancies.

- I. The possession and consumption of alcoholic beverages on the Premises is authorized for private consumption for the terms of the Lease.
- J. If more than one Lessee is named in this Lease, each Lessee shall be jointly and severally liable for performance of the obligations of this Lease.
- K. Any and all remedies available to Lessor for the enforcement of the provisions of this Lease are cumulative and are not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law, or both. Lessee shall be liable for any costs or expenses incurred by Lessor in enforcing any term of this Lease, or in pursuing legal action for the enforcement of Lessor's rights, including, but not limited to, court costs.

IN WITNESS WHEREOF, the parties have executed this Lease on the date set forth on page 2 of the Lease.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
By: Richard G. Norton  
Its: Mayor

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

Approved As To Form:  
\_\_\_\_\_  
By: Stephen J. Pruneski  
Its: Law Director

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

Tenant:  
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)



# Appendix C. Soil Type Map

