

**FARM LEASE AGREEMENT WITH  
THE VILLAGE OF EAU CLAIRE 2018**

THIS LEASE AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the VILLAGE OF EAU CLAIRE, a Michigan Municipal Corporation, whose offices are located in Eau Claire, Michigan, herein referred to as “Lessor”, and \_\_\_\_\_, hereinafter referred to as “Lessee”.

W I T N E S S E T H:

1. DESCRIPTION: The Lessor, in consideration of the rents to be paid and the covenants and agreements to be performed by the Lessee, does hereby lease unto the Lessee a fifty (55) acre undeveloped parcel of property located in the Village of Eau Claire and legally described as follows:

\*\*SEE DRAWING ATTACHED HERETO AS EXHIBIT A\*\*

2. TERM: The term of this Lease Agreement shall be sixty (60) months from and after the 1<sup>st</sup> day of May, 2018, and terminating at midnight on May 31, 2023. Said Lease may be terminated by either party with thirty (30) days advanced written notice following termination of said lease.

3. RENT:

4. ASSIGNMENT: The Lessee covenants not to assign, transfer this Lease or sublet said premises or any part thereof. Lessee understands and agrees that this lease is unique and Lessee’s use of the property is unique; and therefore Lessee shall have no right to assign (or sublet) said lease to any other party.

5. BANKRUPTCY AND INSOLVENCY: The Lessee agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Lessee shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Lessee or if any assignment shall be made of the Lessee's property for the benefit of creditors, then and in such event, the Lease may be canceled at the option of the Lessor.

6. TERMINATION: Upon termination of the Lease Agreement, the Lessee shall re-deliver possession of the premises to the Lessor.

7. USE AND OCCUPANCY: It is understood and agreed between the parties hereto that said premises, during the continuance of this Lease shall be used and occupied by the Lessee solely for the purposes of farming and a lime concentration program.

8. CONTINUED ACCESS. The Village shall have continued and unrestricted access to the leased premises.

9. TAXES. Lessee shall pay all personal property taxes related to Lessee's occupancy and use of the leased premises.

10. MAINTENANCE AND REPAIR OF PREMISES. Lessee shall perform all maintenance of the unimproved premises including, but not limited to: mowing and treatment for weed eradication. The physical condition and topographical layout of the property shall not be changed by Lessee.

11.. AS-IS CONDITION. Lessee hereby acknowledge their prior inspection of the leased premises and acceptance of said premises in "As Is" condition.

12. COMPLIANCE: The Lessee shall at their own expense under penalty of forfeiture and damages promptly comply with all laws, orders, regulations or ordinances of all municipal, county and state authorities affecting the premises hereby leased and cleanliness, safety, occupation and use of same.

13. ACCESS TO PREMISES: The Lessor shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting same.

14. QUIET ENJOYMENT: The Lessor covenants that the Lessee, on payment of all aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

15. REMEDIES NOT EXCLUSIVE: It is agreed that each and every one of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

16. WAIVER: One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver of a further breach of the same covenant or condition.

17. NOTICES: Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Lessee is in writing addressed to the Lessee \_\_\_\_\_ and deposited in the mail with postage prepaid and if such notice to the Lessor is in writing addressed to 6625 E. Main Street, P.O. Box 338, Eau Claire, Michigan 49111 deposited in the mail with postage prepaid. Notice need be sent to only Lessee or Lessor where the Lessee or Lessor is more than one person.

18. GENDER: It is agreed that in this Lease the word "he" shall be used as synonymous with the words "she", "it", and "they" and the word "his" synonymous with the words "her", "its", and "their".

IN WITNESS WHEREOF, the said Lessor and Lessee have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

IN THE PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_

LESSOR:

VILLAGE OF EAU CLAIRE

By \_\_\_\_\_  
Kenneth Karn, President

STATE OF MICHIGAN     )  
  )ss  
COUNTY OF BERRIEN    )

On this \_\_\_\_\_ day of 2018, before me, at a Notary Public in and for said County, personally appeared Kenneth Karn, Village of Eau Claire President to me known to be the same persons described in and who executed the foregoing instrument, who acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public  
Berrien County, Michigan \_\_\_\_\_

IN THE PRESENCE OF:

\_\_\_\_\_

LESSEE:

\_\_\_\_\_

STATE OF MICHIGAN     )  
  )ss  
COUNTY OF BERRIEN    )

On this \_\_\_\_\_ day of 2018, before me, at a Notary Public in and for said County, personally appeared Timothy Ferry to me known to be the same persons described in and who executed the foregoing instrument, who acknowledged the same to be their free act and deed.

\_\_\_\_\_  
Notary Public  
Berrien County, Michigan