

RESOLUTION #2020-28

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
FARM LEASE AGREEMENT WITH DAN KELLER

WHEREAS, the Council of the Village of Ada desires to enter into an agreement to lease certain property for farming within the Village of Ada's industrial park which is not currently being used for industrial development,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL TO THE VILLAGE OF
ADA, OHIO:

SECTION 1. That the Mayor be and is hereby authorized to enter into an agreement with Dan Keller upon the terms agreed upon between the village and said individual consistent with the form attached hereto, marked as Exhibit A, and by this reference incorporated herein.


SECTION 2. This Resolution shall take effect from and after the earliest period allowed by law.

PASSED: 12/15/2020



MAYOR

ATTEST:


Village Fiscal Officer

FARM LAND LEASE

SECTION I. DATE, PARTIES TO LEASE AND DESCRIPTION OF PROPERTY

This lease is made as of this 28th day of February, 2021, between the VILLAGE OF ADA, HARDIN COUNTY, OHIO, (LANDLORD) and Dan Keller (TENANT) of 3507 County Road 304, ADA, OHIO 45810.

The landlord, in consideration of the agreements and stipulations hereinafter mentioned to be kept and performed by said tenant, does hereby lease to the said tenant to occupy and use for agricultural purposes the following real estate situated in Hardin County, Ohio, being 33.66 acres, more or less, located in the village and further described as 25-1700920000, 25-1700930000, 25-1700940000 , 25-170095.0000 , 25-170096.0000, 25-170113.0000, 25-170114.0000, 25-170143.0000 and 25-170144.0000 All fields are within the Ada Grass Run Industrial Park. See attached map for further description of lease area.

SECTION II. LENGTH OF LEASE

Said tenant to have and to hold the said property, subject to the conditions and limitations hereinafter mentioned, for a term of two (2) years beginning as of the first day of March, 2021 and ending on the 28th day of February, 2023 at an annual lease of \$8,583.30. Either party has the option of terminating said lease at the end of the first year. If tenant chooses to terminate said lease, he shall notify the landlord in writing by September 1st of the first year of the term. Possession for a new tenant to be March 1ST of the following year.

SECTION III. PAYMENT OF LEASE

For the occupancy and use of the real estate as herein described, the tenant agrees to pay the landlord, their successors or assigns, a total sum of EIGHT THOUSAND FIVE HUNDRED EIGHTY THREE DOLLARS AND THIRTY CENTS (\$8,583.30.) This lease payment shall be due and payable on the first day of December 2019 and 2020.

SECTION IV. LANDLORD'S CONTRIBUTION

The landlord will furnish the above described real estate.

SECTION V. TENANT'S CONTRIBUTION

The tenant agrees to farm the land according to prevailing customs and usages of this community. He will keep the fences and other improvements in as good repair as they now are, ordinary wear, loss by fire, or unavoidable destruction excepted. No livestock shall be permitted in pasture area.

SECTION VI. CROP AGREEMENT

If present tenant, Dan Keller, should for any reason, decide not to farm the land after the notification of intent by September 1st and has planted a crop to be harvested the succeeding year, the new tenant shall have his first years rent prorated to reflect the actual acres rented.

SECTION VII. CARE OF PROPERTY

The tenant agrees to take good care of said premises, to farm the land and to maintain the improvements in a careful prudent manner and to return the property in as good condition as he found it, ordinary wear and tear or unavoidable casualty excepted. The tenant shall not commit waste or remove valuable soil or improvements upon the property.

SECTION VIII. RIGHT TO MAKE IMPROVEMENTS AND COMPENSATION FOR DAMAGE

If tenant desires to make, at his own expense, further improvements which are usually provided by the landlord or in part by the landlord, he shall obtain from the landlord the written consent to make the improvements and they shall mutually agree upon a basis for compensating the tenant for the unexhausted value of such improvements upon the expiration of the lease. Or it may be agreed that in lieu of compensation the tenant may within sixty (60) days after the termination of this lease, remove such structures as he has built, provided he has given notice of his intention to the landlord at or before the time of expiration of the lease and provided further that he leaves that portion of the farm from which such improvements are removed in as good condition as it was previous to the construction of such improvement.

SECTION IX. RIGHT OF ENTRY

The landlord reserves the right to enter upon said land to inspect, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the farm so long as it does not interfere with the rights of the tenant as provided in this lease.

SECTION X. YIELDING POSSESSION AT END OF LEASE

The tenant agrees that, at the expiration of this lease, he will yield possession of the property to the landlord without further notice and that it will be in as good

order and condition as when the same was entered by the tenant, loss by fire, or other unavoidable casualty and ordinary wear and tear excepted. This includes all property, except that agreed upon in Section VI of this lease.

SECTION XI. LIABILITY

The tenant assumes all liability pertaining to planting and growing crops on said land as well as harvesting and/or storing of same on premises.

SECTION XII. SALE OF PROPERTY

The property subject to this agreement is within Village of Ada's Industrial Park and its planned use is for industrial development. If landlord sells the property before the tenant can harvest the crop the landlord will pay the tenant one and one half times the crop sale value as determined by a Crop Insurance adjustor agreed upon by the parties.

IN WITNESS WHEREOF, the parties have signed this lease on the date named in Section I.

TENANT

Daniel G. Keller

VILLAGE OF ADA

By: David Ritter
Mayor

Witness:

Patty J. Naveni
Fiscal Officer