

FARMLAND LEASE

THIS FARMLAND LEASE (the "Lease"), made this ____ day of _____, 2021, is by and between SUMMERFIELD TOWNSHIP, a Michigan Municipal Corporation, of 26 Saline Street, P.O. Box 98, Petersburg, Michigan 49270 (the "Landlord"), and _____, of _____ (the "Tenant");

WHEREAS, the Landlord presently owns approximately seventy-seven (77) acres of vacant land fronting on Ida West Road and Dixon Road, being a part of the Southwest one-quarter of Section 35, Summerfield Township, Monroe County, Michigan; and

WHEREAS, the Landlord desires to lease out the tillable portion of said land, less approximately ten (10) acres reserved for cemetery purposes; and

WHEREAS, the Tenant is willing to lease the remaining sixty-seven (67) acres of tillable land for farming purposes;

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

1. **Lease of Real Property.** Subject to the terms and conditions set forth herein, the Landlord shall lease to the Tenant and the Tenant shall lease from the Landlord the remaining tillable farmland (the "farmland") of the real property identified and described as follows:

Situated in Summerfield Township, Monroe County, Michigan, being a part of the Southwest $\frac{1}{4}$ of Section 35, Town 6 South, Range 6 East, as surveyed by George B. Warnke, Jr., Professional Land Surveyor, Michigan License No. 19474, File No. 95-0003, dated May 11, 1995, further described as: Commencing at the Southwest corner of said Section 35, monumented by a found P.K. nail; thence South 89 degrees 16 minutes 00 seconds East 460.85 feet along the South line of said Section 35 (also being the centerline of Ida-West Road, 66 feet wide) to a found nail and shiner at Southeast corner of Summerfield Cemetery per Warranty Deed recorded in Liber 91, Page 58, Monroe County Register of Deeds Office (centerline of pavement is 2 feet North) for the point of beginning; thence North 00 degrees 37 minutes 54 seconds East 1195.27 feet along the Easterly line of said Summerfield Cemetery (Liber 91, Page 58), said line monumented by an existing stock wire fence, to a set capped $\frac{1}{2}$ inch rebar in the centerline of Dixon Road (66 feet wide); thence North 55 degrees 05 minutes 23 seconds East 298.82 feet along the centerline of said Dixon Road to a set capped $\frac{1}{2}$ inch rebar at the Northwest corner of a Warranty Deed recorded in Liber 974, Page 573, Monroe County Register of Deeds Office; thence South 24 degrees 34 minutes 43 seconds East 225.26 feet to a found capped (#6193) rebar at the Southwest corner of said Warranty Deed (Liber

974, Page 573); thence North 54 degrees 22 minutes 14 seconds East 281.18 feet to a set capped ½ inch rebar at the Southeast corner of said Warranty Deed (Liber 974, Page 573)(found a capped (#6193) rebar at 2.3 feet West and 1.2 feet North); thence North 40 degrees 59 minutes 55 seconds West 251.78 feet to a set capped ½ inch rebar at the Northeast corner of said Warranty Deed (Liber 974, Page 573) in the centerline of said Dixon Road; thence along the centerline of said Dixon Road the following two (2) courses: North 43 degrees 46 minutes 09 seconds East 290.56 feet to a set capped ½ inch rebar at the Northwest corner of a Warranty Deed recorded in Liber 413, Page 480, Monroe County Register of Deeds Office (found ½ inch iron rod 1.1 feet West); thence South 46 degrees 49 minutes 04 seconds East 217.09 feet to a found ½ inch iron pipe at the Southwest corner of said Warranty Deed (Liber 413, Page 480); thence North 38 degrees 55 minutes 21 seconds East 612.76 feet to a set capped ½ inch rebar at the Southeast corner of said Warranty Deed (Liber 413, Page 480), said point also being on the Southerly line of a Warranty Deed recorded in Liber 713, Page 521, Monroe County Register of Deeds Office; thence along the Southerly line of said Warranty Deed (Liber 713, Page 521) the following two (2) courses: South 51 degrees 30 minutes 03 seconds East 187.55 feet to a set capped ½ inch rebar and south 88 degrees 58 minutes 22 seconds East 947.49 feet to a point on the North-South 1/4 line of said Section 35 (found ½ inch iron pipe 0.6 feet West); thence South 02 degrees 11 minutes 39 seconds West 1255.93 feet along said North-South line to a set capped ½ inch rebar at the Northeast corner of a Quit Claim Deed recorded in Liber 517, Page 113, Monroe County Register of Deeds Office; thence North 89 degrees 16 minutes 00 seconds West 349.80 feet to a set capped iron at the Northwest corner of said Quit Claim Deed (Liber 517, Page 113); thence South 02 degrees 11 minutes 39 seconds West 699.60 feet to a set nail and shiner at the Southwest corner of said Quit Claim Deed (Liber 517, Page 113) (centerline of pavement is 7.5 feet North); thence North 89 degrees 16 minutes 00 seconds West 261.99 feet along the South line of said Section 35 to a set nail and shiner at the intersection of the projection of the East line of a Warranty Deed recorded in Liber 1071, Page 0687, Monroe County Register of Deeds Office (centerline of pavement is 7.5 feet North); thence North 00 degrees 41 minutes 00 seconds East 336.91 feet to a set capped ½ inch rebar at the Northwest corner of said Warranty Deed (Liber 1071, Page 0687); thence North 89 degrees 19 minutes 00 seconds West 446.00 feet along the Northerly line of Warranty Deeds recorded in Liber 357, Page 1; Liber 804, Page 569; Liber 957, Page 510 and Liber 1071, Page 0687, Monroe County Register of Deeds Office to a set capped ½ inch rebar at the Northwest corner of said Warranty Deed (Liber 957, Page 510); thence South 00

degrees 41 minutes 00 seconds West 336.53 feet along the projection of the West line of said Warranty Deed (Liber 957, Page 510) to a set nail and shiner in the South line of said Section 35 (centerline of pavement is 6 feet North); thence North 89 degrees 16 minutes 00 seconds West 415.61 feet along said South line to a set nail and shiner at the Southeast corner of parcel 3 in a Warranty Deed recorded in Liber 765, Pages 408-410, Monroe County Register of Deeds Office (centerline of pavement is 4.5 feet North); thence North 02 degrees 11 minutes 39 seconds East 208.00 feet along the East line of said Warranty Deed (Liber 765, Pages 408-410) to a set capped ½ inch rebar at the Northeast corner of an exception to parcel 3 in said Warranty Deed (Liber 765, Pages 408-410); thence 89 degrees 16 minutes 00 seconds West 101.96 feet along the North line of the exception to Parcel 3 in said Warranty Deed (Liber 765, Pages 408-410) to a set capped ½ inch rebar in the East line of a Warranty Deed recorded in Liber 624, Page 981, Monroe County Register of Deeds Office; thence North 02 degrees 44 minutes 54 seconds East 4.25 feet to a found ½ inch rebar at the Northeast corner of said Warranty Deed (Liber 624, Page 981); thence North 89 degrees 35 minutes 58 seconds West 312.00 feet along the Northerly line of Warranty Deeds recorded in Liber 624, Page 981; Liber 631, Page 728 and Liber 766, Page 961, Monroe County Register of Deeds Office to a found capped (#6193) iron rod at the Northwest corner of said Warranty Deed (Liber 766, Page 961); thence South 02 degrees 44 minutes 54 seconds West 210.50 feet along the projection of the West line of said Warranty Deed (Liber 766, Page 961) to a set nail and shiner in the South line of said Section 35 (centerline of pavement is 2.5 feet North); thence North 89 degrees 16 minutes 00 seconds West 295.09 feet along said South line to the point of beginning; excluding therefrom the westernmost 8.15 acres and an approximate 2 acre parcel located to the East of the excluded parcel, the North line of which is approximately 80 feet long; the South line of which is approximately 100 feet long; the East line of which is approximately 982 feet long, containing approximately 67 acres of land.

2. **Term of Lease.** The term of this Lease shall be for a period of three crop seasons from the date of execution of this Lease through December 31, 2024.
3. **Rental.** The Tenant shall pay to the Landlord as rent for the use of said farmland during the term of this Lease, the sum of \$ _____ (\$ _____ per acre x 67 acres). Rental payment to the Landlord shall be due and payable on or before December 1 of each crop year of the lease term.
4. **Reservation of Right to Withdraw Land from Lease.** The Township reserves the right to withdraw all or part of the Leased Property from the lease in the event the Township rezones any portion of the Leased Property from Agricultural to

Industrial. In the event the Township rezones any or all of the Leased Property, effect on January 1st following the date that the rezoning is approved, this lease will terminate as to that portion of the Leased Property that is rezoned. Further, in the event any portion of the Leased Property is rezoned and withdrawn from this lease, the annual rent for the property will be reduced by the number of acres that are rezoned multiplied by the per acre rental rate.

5. **Use of Farmland.** The farmland leased hereunder shall be used for the sole purpose of planting, growing and harvesting various farm crops. The farmland shall not be used for any other purpose without the prior written consent of the Landlord.
6. **Taxes.** The Tenant shall be responsible for the payment of all real estate taxes and assessments which are assessed against the above described real property.
7. **Tenant's Insurance.** Tenant will maintain in full force and effect during the lease term commercial general liability insurance, insuring Landlord and Tenant as their interests may appear, against any and all claims and demands for damage to property or injury to persons or loss of life arising out of or related to the use of or resulting from any accident occurring in, upon or about the Premises, with a combined single limit coverage of not less than \$2,000,000. Tenant will also maintain in full force and effect during the Term any legally required workers' compensation insurance covering all of Tenant's employees working on the Premises.
8. **Tenant's Indemnification.** Except for damage or injury caused by the willful or negligent act or omission of Landlord, its agents or employees, Tenant will indemnify, defend and hold Landlord, its agents and employees harmless from any and all liability for injury to or death of any person, or loss of or damage to the property of any person, and all actions, claims, demands, costs (including, without limitation, reasonable attorneys' fees), damages or expenses of any kind arising therefrom which may be brought or made against Landlord or which Landlord may pay or incur by reason of the use, occupancy and enjoyment of the Premises by Tenant, its agents or employees.
9. **Alterations and Liens.** The Tenant shall not make or permit any person or entity to make any alterations to the farmland or to make any improvements thereon without the express written consent of the Landlord. The Tenant shall keep the farmland free and clear from any and all liens, claims and demands for work performed.
10. **Assignment.** Tenant may not assign or sublease this Lease.
11. **Notices.** All notices, consents, deliveries or tenders given or made in connection herewith shall be deemed completely and legally sufficient if mailed or delivered to the respective party for whom same is intended at his or its address set forth above.

12. **Heirs and Successors.** This Lease shall be binding upon and inure to the benefit of the parties and their heirs, successors, personal representatives and administrators.

In Witness Whereof, the parties have executed this Lease on the date first written above.

**LANDLORD: SUMMERFIELD
TOWNSHIP**

By: Dominic Lucarelli
Its: Supervisor

TENANT:

STATE OF MICHIGAN,

County of Monroe

On this _____, 2021, the foregoing instrument was acknowledged before me by Dominic Lucarelli, Supervisor of Summerfield Township, a Michigan Municipal corporation, on behalf of the Township.

Notary Public
Monroe County, Michigan
My Commission Expires:
Acting in the County of _____

STATE OF MICHIGAN, County of Monroe

On this _____, 2021, the foregoing instrument was acknowledged before me
by _____.

Notary Public
Monroe County, Michigan
My Commission Expires:
Acting in the County of _____: