

## FARMLAND LEASE

This AGREEMENT, made and entered into this \_\_\_\_\_ day of December, Two Thousand and Fifteen; and

BETWEEN

**Upper Freehold Township**, A Municipal Corporation of the Sate of New Jersey with offices located at 314 Route 539, Cream Ridge, New Jersey 08514 the “LESSOR”.

AND

“LESSEE”

### WITNESSETH:

That in consideration of the payments hereafter specified and agreed by the LESSOR, the LESSEE hereby covenants and agrees to hire and lease all that farmland and premises located and situated in the Township of Upper Freehold, Monmouth County, New Jersey, known as Block 45, part of Lots 1.03 and 1.05 and Borough of Allentown, Monmouth County, New Jersey, known as Block 17, part of Lot 1 commonly referred to herein as the “premises” to the LESSOR in strict and entire conformity with the terms and conditions hereinafter set forth; and

The LESSEE agrees to make payment of all proper charges and rent to and indemnify and save harmless the LESSOR from all damages to which the LESSOR may be put by reason of injury to the person or property of others resulting from carelessness in the performance of activities or work under this farmland lease, or through any improper or defective machinery, implements or appliances used by LESSEE in the aforesaid work or activity or any other act or omission on the part of LESSEE.

NOW, THEREFORE, IN CONSIDERATION OF the premises, the LESSEE agrees to pay LESSOR rent payable at the time and in the manner set forth hereinafter.

1. SCOPE - The property consists of approximately 68 $\pm$  acres of farmland located within Block 45, part of Lots 1.03 and 1.05, Township of Upper Freehold, Monmouth County, New Jersey and Borough of Allentown, Monmouth County, New Jersey, known as Block 17, part of Lot 1 may be used and occupied by LESSEE for the express and sole purpose of farming.

2. The property, which is the subject of this lease, bears the description of fields for agricultural use by the LESSEE and containing approximately 68 Acres  $\pm$ . The acreage recited herein is an approximation. LESSOR may in their discretion determine exact acreage but the LESSOR makes no representation regarding the extent of the lands or the quality or condition of the soil of such property.

3. The leased parcels are co-owned and managed by the Township of Upper Freehold subject to the rules and requirements of the New Jersey Department of Environmental Protection (NJDEP), Green Acres Program including but not limited to N.J.A.C. 7-36, as may be amended or supplemented. Failure to use the leased property in accordance with the requirements of the NJDEP Green Acres Program shall constitute grounds for termination of the lease.

4. LESSEE accepts the premises, as well as the improvements thereon and the facilities appurtenant thereto, in their present condition. The LESSEE agrees with and represents to the LESSOR that the Premises have been inspected by him and that he has been assured by means independent of the LESSOR or any agent of the LESSOR of the truth of all facts material to his agreement to lease and that the Premises have been leased by the LESSEE as a result of his own inspection and investigation and not as a result of any representations made by the LESSOR or any agent of the LESSOR.

5. The term of the lease shall be in effect for a period of five (5) years commencing on January 1, \_\_\_\_\_ and ending on December 31, \_\_\_\_\_, or before if at such time the Township shall move forward with the original plans for the property, the premises to be used during such term for no other purpose than cultivation and harvesting of crops.

6. LESSOR agrees and warrants that LESSEE shall have full and complete access to the Premises for the term of this Lease. LESSEE shall use their best efforts to maintain security to the Premises.

7. The rent for the lease shall be \$XX.00 annually and the parties stipulate and agree that there are approximately 68± tillable acres regardless of the result of an accurate survey. Rent shall be paid upon signing of the lease.

8. Should the LESSEE hold over and remain in possession of the Premises after the termination of this Lease, and then LESSOR shall be entitled to month-to-month rent for such holdover period. Terminations herein may be caused by the exercise of LESSOR's rights to terminate as set forth herein or by the natural expiration of the Lease term as set forth in Paragraph 4 above.

9. The insolvency of the LESSEE as evidenced by a receiver being appointed to take possession of all or substantially all of the Premises or of property of the LESSEE, making of a general assignment for the benefit of creditors by the LESSEE, or the filing by the LESSEE of a petition for protection from creditors pursuant to the Federal Bankruptcy Act shall terminate this Lease and entitle the LESSOR to reenter and regain possession of the Premises.

10. LESSEE agrees to cut no trees, shrubs, or ground cover, and will not make or allow any physical change in the natural condition of the property without first receiving written consent of the LESSOR.

11. The LESSEE shall not encumber, assign, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Premises or any of the improvements that may now or hereafter be constructed or installed on the premises. Neither shall the LESSEE sublet the Premises or any part thereof. Any encumbrance, assignment, transfer, or subletting, whether it be voluntary or involuntary, by operation or law or otherwise, is void and shall, at the option of the LESSOR, terminate this Lease.

12. The LESSOR has the right to terminate this lease at any time by giving ninety (90) days written notice of intent to terminate. Upon such termination, LESSEE shall yield immediate possession to LESSOR; LESSOR shall become owner of all growing crops remaining on the premises on the date of termination and shall be obliged to pay LESSEE the reasonable value thereon, less the cost of maintaining such crops from date of termination until harvest, the cost of harvesting and the cost of sale. In case of termination, rent shall be pro-rated from the date of the lease until said termination. The Monmouth County Agricultural Agent shall be designated as the arbitrator, and his or her determination as to value of planted crops shall be binding upon the parties. The LESSEE has the right to provide the arbitrating County Agricultural Agent with information and documentation to substantiate LESSEE's investment in the current crop and aid Agent in the determination of the value of said crop.

13. The LESSEE agrees that during the term of this lease he shall maintain liability insurance having a limit of not less than \$500,000.00 for injury to one and \$1,000,000.00 for injury to more than one person in any one accident or occurrence and for loss or damage to property of any one or more persons for not less than \$1,000,000.00. The policy of insurance shall be of a company licensed to do business in the State of New Jersey approved by the LESSOR in advance and shall name the LESSOR and NJDEP as additional insured. LESSEE shall notify the LESSOR within 24 hours of any accident or on the first business day following any accident, which occurs on a holiday or weekend.

14. LESSEE further covenants and agrees, at his expense, to take out and maintain at all times, all necessary workmen's compensation insurance covering all persons employed by LESSEE in and about the Premises.

15. LESSEE further covenants and agrees, at his expense, to take out and maintain at all times, automobile liability insurance covering all vehicles operated by LESSEE and all persons employed by LESSEE.

16. Not less than ten (10) days prior to the expiration of any required insurance policy or policies, evidence of the renewal of such policy or policies or a new certificate, together with evidence of the payment of premiums for the renewal period of any new policy, as the case may be, shall be delivered to LESSOR. All such insurance shall contain an agreement by the insurance company that the policy or policies will not be cancelled, or coverage changed, without ten (10) days' prior written notice to LESSOR.

17. Evidence of the payment of premiums shall of all required insurance be delivered to the LESSOR before the commencement of the term of this lease.

18. The LESSEE agrees to indemnify and hold the LESSOR, NJDEP, and the property of the LESSOR, including the Premises, free and harmless from any and all claims, liabilities, losses, damages, or expenses of whatever nature and kind resulting from the LESSEE's occupation and use of the Premises, or from a breach of any of LESSEE's obligations herein, specifically including without limitation, any claims, liability, loss or damage arising:

a. By reason of injury to the person or property, from whatever cause, while in or on the Premises or adjacent property or in any way connected with the Premises or with the improvements or personal property in or on the Premises including any liability for injury to the person or personal property of the LESSEE, his agents, officers or employees;

b. By reason of any work performed on the Premises or materials furnished to the Premises at the insistence or request of the LESSEE, his agents, or employees;

c. By reason of the LESSEE's failure to perform any provisions of this Lease or to comply with any requirement imposed on him or the Premises by any duly authorized governmental agency or political subdivision;

d. By reason of the LESSEE's failure or inability to pay, as they become due, any obligations incurred by him in the agricultural operations to be conducted by him on the Premises including, but not limited to, any and all tax obligations incurred by the LESSEE during the term of this Lease, such as employee's withholding tax, property tax, and sales tax.

19. The LESSEE agrees that the LESSOR may enter into and upon the premises for the purpose of inspecting and the performance of patrol and maintenance duties of the same and adjoining premises owned by the LESSOR.

20. Fertilizers and pesticides shall not be stored overnight on the premises and shall be applied only under the supervision and control of the LESSEE while holding a current New Jersey Department of Environmental Protection Certified Applicator Registration License and in accordance with all governmental standards and all standards prescribed by manufacturers and/or suppliers of such materials. Registration number and related categories held by the LESSEE must be supplied to the LESSOR. Only chemicals approved by NJDEP shall be used and NJDEP standards shall be adhered to in the application of these chemicals. A log of the type and names of all chemicals and fertilizers and the date of application shall be maintained by the LESSEE and be available for review and inspection by the LESSOR. Any improper use, storage or disposal of pesticides, herbicides or other chemicals will be entitle LESSOR to immediately terminate the lease without any liability for compensation or existing crops, and the

LESSEE shall remain liable for all loss or damage resulting from such improper activity, shall pay all costs direct or indirect associated with remediation of the property, and shall hold harmless, indemnify and defend LESSOR from any loss damage or liability in accordance with Par 17 herein.

21. The LESSEE shall have the nonexclusive right to use only presently existing field roads for access to the leased premises, but there shall be no duty or responsibility on the part of the LESSOR to keep the said roads open or to maintain or keep them in repair. LESSEE may not change, alter or widen any road without prior written approval of the LESSOR.

22. Storage of all equipment and supplies related to the LESSEE'S farm activities shall be confined to areas designated from time to time by the LESSOR. All equipment shall be stored in a neat and safe manner to avoid hazard, creation of any nuisance, or unsightly condition. All equipment and supplies shall be removed from the property during the off season, and equipment not directly related to the practice of farming shall be permanently removed from the property.

23. The LESSEE shall, at his own cost and expense, keep and maintain the Premises, equipment and all facilities appurtenant to the Premises, in the condition received, normal wear and tear excepted.

24. LESSEE shall not leave any kind of trash, garbage, or junk (including old farm machinery or parts of old machinery) on the Premises.

25. The LESSEE shall not commit or permit the commission by others of any waste on or damage to the Premises; the LESSEE shall not maintain, commit or permit the maintenance or commission of any nuisance or waste on the Premises; and the LESSEE shall not use or permit the use of the premises for any unlawful purpose.

26. The LESSEE shall not make or permit any other person to make any alterations to the Premises or any improvement thereon or to any facility appurtenant thereto without the prior written consent of the LESSOR. The LESSEE shall keep the Premises free and clear from any and all liens, claims and demands for work performed, materials furnished, or operations conducted thereon at the instance or request of the LESSEE.

27. LESSEE shall not cut or remove any standing natural vegetation in order to irrigate.

28. The LESSOR shall not be responsible for loss of any crops, equipment and/or material on the property under any circumstances.

29. LESSEE shall maintain security at the premises and shall open, close and secure any gates or barriers upon entering or leaving the premises to prevent

unauthorized vehicles from entering property. Notwithstanding the foregoing – LESSEE shall at no time block or obstruct gates or access to the property by emergency vehicles.

30. The LESSEE shall not give any license regarding the use of the land by any person to a party to this lease.

31. Portable storage sheds or temporary structures may not be located on the premises.

32. Varmint hunting and trapping will be permitted only in those areas where it is deemed by the LESSOR to be necessary to prevent any undue hardship on the LESSOR. The LESSEE shall not engage in varmint hunting or trapping without written consent of the LESSOR and all such hunting and trapping shall be conducted in accordance with law and with all necessary permits and licenses.

33. The LESSEE shall not permit any third party to hunt, trap or fish on the land.

34. Soil erosion should be avoided on the premises. Conservation, tillage and reduced tillage methods shall be used whenever possible. The LESSEE at the end of each growing season shall either disc under the past year's crop and plant an approved cover crop on all lands farmed or leave wheat/rye stubble so as to discourage erosion.

35. The LESSEE shall be permitted to plant soybean, grain (oats, wheat, barley, rye) and hay. Failure to comply with this requirement may be grounds for immediate termination of lease. The LESSEE shall not allow the general public to enter the property and harvest through "pick your own", nor shall be the LESSEE allow any "on premises sales" of any products.

36. All land leased shall be actively farmed. Leased land may not be put into any type of "land bank", PIK program, set-a-side program or any other type of program that pays the LESSEE not to farm. In the event LESSEE fails to actively farm the leased property, the LESSEE shall be liable for any and all taxes resulting from assessment due to rollback or non-farm qualification.

37. The use of any type of audible device such as crow cannons, propane guns, popguns, etc., is prohibited.

38. The LESSOR and their assigns further covenant and agree that during the term hereof the LESSOR will not carry off or suffer to be carried off the premises any soy beans, hay, grain (oats, wheat, barley, rye) cultivated during the term of the lease except as specifically set forth herein.



For Upper Freehold Township, LESSOR: LLC, LESSEE:

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Stanley Moslowski.Jr. Mayor

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LESSEE

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Dana Tyler, RMC  
Municipal Clerk

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Attest for LESSEE

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