

AGRICULTURAL LAND LEASE AGREEMENT

This Lease Agreement, hereinafter referred to as “the Lease,” is made and entered into this _____ day of _____, 2014, by and between the Lorain County Board of Commissioners, hereinafter referred to as “Lessor,” and _____, hereinafter referred to as “Lessee.” Lessor and Lessee are hereinafter collectively referred to as “the parties.”

In consideration of the mutual covenants and agreements herein set for, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor, the agricultural land situated at the Lorain County Regional Airport in New Russia Township, Lorain County, Ohio and more particularly described in Exhibit A attached hereto and hereinafter referred to as the “Leased Premises.”

This Lease and the Leased Premises are subject to all present liens, encumbrances, conditions, rights, easements, restrictions, rights of way, covenants, other matters of record, and zoning and building laws, ordinances, regulations, and codes affecting or governing the leased premises or that may affect and govern the leased premises after the execution of the Lease, and all matters that may be disclosed by inspection or survey.

ARTICLE 1. TERM

- 1.01. This term of the Lease (the Term) shall be one (1) year with an annual renewal option for a total of three (3) years commencing on _____, (commencement Date) and ending on _____.
- 1.02. There shall also be two (2) one-year option years for a potential total contract period of five (5) years.
- 1.03. Both parties shall have the right to terminate this Agreement at the end of any growing season by notifying the affected party of such election not later than sixty (60) days prior to the end of such growing season. As used herein the “growing season” for each year shall be deemed to end on October 31.
- 1.04. See Article 12, section 12.08.

ARTICLE 2. RENT

- 2.01. Lessee agrees to pay to Lessor without any prior demand therefore and without any deduction or setoff whatsoever, and as a fixed rent, the total sum of _____ (\$) per acre, per year for the Leased Premises. The amount specified above shall be paid in two installments during each year of the Term. The first installment shall be paid on or before April 1st and the second installment shall be paid on or before November 15 of the lease year.
- 2.02. It is agreed and acknowledged hereunder that the Lease currently includes 616 tillable acres. If Lessor causes damage to Lessee’s crops, Lessee shall be entitled to compensation for crop loss caused thereby. The method of determining amount of compensation shall be as follows:

- (a) If the crop planted has not emerged, compensation shall be actual cost of seed, fertilizer and labor expended as certified by the Lorain County Farms Services Agency (FSA) office.
- (b) If the crop planted has emerged, compensation shall be the fair market value of that crop at maturity, less cost of harvesting as established by the Lorain County Farm Services Agency (FSA) office based on projected crop yield, maturity and current market pricing.
- (c) If the Lessor exercises its right to use and possess as further described in Article 12.08, Lessee's payments under Article 2 shall be reduced by the number of acres Lessor requires for the remaining term of the lease during which Lessor's occupancy continues.

2.03. Lessee shall be responsible for the payment of any property taxes levied as a result of the Lessee's use of the Leased Premises up to an amount equal to One Dollar and Fifty Cents per acre (\$1.50) leased.

ARTICLE 3. OPERATON AND CONSIDERATION

- 3.01. Lessee shall use the Leased Premises for agricultural purposes only.
- 3.02. Overnight parking of agricultural equipment shall be allowed in an area designated by Lessee.

ARTICLE 4. MAINTENANCE, WASTE, AND NUISANCE

- 4.01. Throughout the Lease, Lessee shall at its expense and risk maintain the Leased Premises, including, but not limited to, drainage tiles and/or ditches and access roads.
- 4.02. Throughout the Lease, Lessee shall maintain the leased premises and keep them free from waste or nuisance, and shall at the termination of this Lease deliver up the leased premises in a clean and sanitary condition and in good repair and condition, reasonable wear and tear and damage by fire, tornado, or other casualty excepted. In the event Lessee should neglect to reasonably maintain the leased premises, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefore shall be payable by Lessee to Lessor as an additional expense, or, should the Lease continue on the first day of a subsequent calendar month, as additional rent on the next rental installment date.
- 4.03. Lessee's duty to maintain does not include fencing, gates and/or gate operating systems. Lessor shall maintain fences on or about the Leased Premises. Lessee shall be responsible for any upgrade to fencing, gates and/or gate operating systems necessitated by this Lease as well as any damage caused by Lessee.

ARITCLE 5. OBLIGATIONS OF LESSEE

- 5.01. Lessee shall not make any alterations, additions or improvements to the leased premises without the prior written consent of Lessor. All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease; however, Lessee shall promptly remove, if Lessor so elects, all alterations, additions, and improvements, and any other property placed in or on the leased premises by Lessee, and Lessee shall repair any damage caused by such removal.
- 5.02. Lessee agrees to observe and obey all statutes, ordinances, regulations and rules of federal, state, county, municipal and townships governments which may be applicable to Lessee at the airport and the leased premises.
- 5.03. Lessee agrees not to permit any activity on the leased premises which would interfere with the safety of life or aircraft or with the operation or further development of the airport.
- 5.04. Lessee, its agents, employees, and contractors, shall obey and observe all rules and regulations as heretofore or hereafter adopted for the airport by Lessor, the FAA and/or any other governmental authority.

ARTICLE 6. INDEMNITY

- 6.01. Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of Lessee's business in the leased premises or from any breach on the part of Lessee of any conditions of this Lease, or from any act or negligence of Lessee, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the leased premises. In case of any action or proceeding brought against Lessor by reason of any such claims, Lessee, upon notice from Lessor, covenants to defend such action or proceeding by counsel acceptable to Lessor.

ARTICLE 7. INSPECTION BY LESSOR

- 7.01. Lessee shall permit Lessor and its agents, employees, and personal representatives to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the improvements thereon.

ARTICLE 8. ASSIGNMENT AND SUBLEASE

- 8.01. Lessee shall neither have the right to assign this Lease nor have the right to sublet the leased premises, or any part thereof, or any right or privilege pertinent thereto, without Lessor's written permission.

ARTICLE 9. INSURANCE

- 9.01. Lessee agrees to secure from a good and responsible company or companies doing insurance business in the State of Ohio rated "A:" or better by A.M. Best Company and maintain during the entire term of this Lease, the following insurance coverage:
- (a) Liability insurance in an amount appropriate for Lessee's operation.
 - (b) Casualty Insurance on the Lessee's fixtures, goods, wares and merchandise in or on the leased premises, with coverage in an amount of not less than \$50,000.00
- 9.02. Lessee agrees that Lessor shall be named as an additional insured on the aforementioned policies of insurance.
- 9.03. Lessee agrees that, in the event of loss due to any of the perils for which it has agreed to provide insurance, Lessee shall look solely to its insurance for recovery. Lessee hereby expressly grants to Lessor, on behalf of any insurer providing insurance to Lessee with respect to the demised premises, a waiver of any right of subrogation which any insurer of Lessee may acquire against Lessor by virtue of payment of any loss under such insurance.

ARTICLE 10. CONDEMNATION

- 10.01. If during the term of this Lease or any extension or renewal thereof, all of the leased premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should the leased premises be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of said leased premises by the condemning authority.
- 10.02. Lessor shall be entitled to receive and retain all awards as may be allocated in any condemnation proceedings.

ARTICLE 11. DEFAULTS AND REMEDIES

- 11.01. All rights and remedies of Lessor under this Lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.
- 11.02. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

ARTICLE 12. MISCELLANEOUS

- 12.01. All notices provided to be given under this Lease shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

| | | | |
|---------|--|---------|----------------------------------|
| Lessor: | Lorain County Commissioners 226 Middle Avenue Elyria, OH 44035 Attention: James R. Cordes County Administrator | Lessee: | _____ _____ _____ _____ |
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- 12.02. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.
- 12.03. This Lease shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Lorain County, Ohio.
- 12.04. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- 12.05. This Lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.
- 12.06. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.
- 12.07. Lessee agrees that it will accept possession of the premises in an “as is” condition and that the County has made no representations or inducements respecting the condition of the premises to the Lessee.
- 12.08. The County reserves the right to recapture the premises, in whole or in part, at any time during the term upon written notice in the event that the County determines that such recapture of the premises or any portion thereof is necessary for commercial or industrial development that may benefit the airport, or for other Airport and aviation purposes or the use of the premises by the Lessee is incompatible with the operation of the Airport for civil aviation purposes. Upon the date of termination set forth in the notice given Lessee, this Lease shall automatically terminate and the Term thereof shall expire as if the date set forth in said notice were the original expiration date of the Term. Except for reason of default, County shall use its best efforts to find suitable replacement space should premises be recaptured. In no event, however, shall Lessor have any obligation to refund or reimburse Lessee for improvements made to the Leased Premises.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Lease as of the day and year first above written.

Signed and acknowledge in
The presence of:

LESSOR:

Lorain County Commissioners

LESSOR:

STATE OF OHIO)
) ss
LORAIN COUNTY)

Before me, a Notary Public in and for said County, personally appeared the above named _____, on behalf of the Lorain County Commissioners, Lessor, in the foregoing Lease, and acknowledged the signing thereof to be voluntary act and deed of each of them personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 20__

Notary Public

STATE OF OHIO)
) ss
LORAIN COUNTY)

Before me, a Notary Public in and for said County, personally appeared the above named _____, on behalf of _____, Lessee, in the foregoing Lease, and acknowledged the signing thereof to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 20__.

Notary Public