

**RESOLUTION NO. 22-18**

**A RESOLUTION TO APPROVE THE CONTRACT FOR FARMING SERVICES  
FOR THE VILLAGE OF NEW MADISON**

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**WHEREAS**, the Village of New Madison, Ohio needs to enter into a contract for farming services for the year 2023-2024 which previously has been bid; and

**WHEREAS**, the Village of New Madison, Ohio desires to contract with Jeffrey L. Brown to provide farming services;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Village of New Madison, Darke County, Ohio:

The Mayor is hereby authorized to enter into the attached contract with Jeffrey L. Brown for farming services for the year 2023-2024.

Passed this 19<sup>th</sup> day of December, 2022.

*Anie Yarnes*  
President of Council

ATTEST:

*Roberta Hocker*  
Fiscal Officer

APPROVED by the Mayor this  
19<sup>th</sup> day of December, 2022.

*Monya L. Schutt*  
Mayor

## FARM LEASE AGREEMENT

This Lease is entered into by and between THE VILLAGE OF NEW MADISON, OHIO, whose mailing address is P.O. Box 15, New Madison, Ohio 45346, hereinafter referred to as "Lessor", and JEFFREY L. BROWN, whose address is 3926 Grubbs-Rex Road, New Madison, OH 45346, hereinafter referred to as "Lessee."

Whereas, Lessor owns the fee simple interest of the premises as follows:

- A) Parcel No. G28-0-110-14-00-00-20102, Rush Road, New Madison, Darke County, Ohio.

Now therefore the parties agree as follows:

- 1) Lessor hereby leases to Lessee to occupy and use for agricultural purposes approximately twenty-eight (28) tillable acres located upon the real property described herein and referred to as "leased premises." LESSEE SHALL NOT FARM ANY LAND THAT HAS NOT BEEN PREVIOUSLY FARMED.
- 2) The term of this lease shall be from January 1, 2023 to December 31, 2024 or when the 2024 harvest is completed, whichever occurs first.
- 3) Lessee agrees to pay Lessor cash rent of \$9,100.00 per year, being \$325.00 per acre based on twenty-eight (28) tillable acres for the leased premises.

Rent shall be payable as follows:

- \$4,550.00 on or before April 1, 2023
- \$4,550.00 on or before December 1, 2023
- \$4,550.00 on or before April 1, 2024
- \$4,550.00 on or before December 1, 2024.

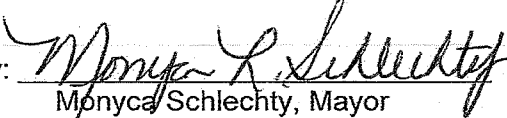
- 4) Lessee will operate the farm in an efficient and husband like way and will do the tilling, weed control, harvesting in a manner that will conserve Lessor's property. Lessee will not, without consent of Lessor, till permanent pasture or meadow land, cut live trees for sale or personal use, allow livestock on the property or burn residue on the farm or in any way disturb the current conservation measures that are now in place on the subject premises.
- 5) Lessee shall operate the farm and occupy the leased premises in compliance with all applicable laws and regulations, local, state, or federal, including environmental laws. The Lessee will also operate the farm according to good farming practices.
- 6) Lessee further agrees to haul and incorporate sludge to the leased premises from the Village waste water treatment plant in compliance with all Ohio EPA rules and regulations.

- 7) Lessee shall not, without written consent of the Lessor, make or permit to be made any additions or alterations of the leased premises except that which is specifically set forth herein. All additions or alterations of the leased premises shall become a part of the realty and property and will not occur without written permission by the Lessor.
- 8) Lessor reserves the right during the term of the Lease Agreement to enter upon the leased premises at any time for the purpose of inspection, consultation of Lessee, making repairs or improvements, posting notices and for all other lawful purposes. Lessor agrees not to enter upon the leased premises for any other purpose than as stated herein, however Lessor shall have unfettered right to enter upon the non-tillable acres of the premises.
- 9) Lessee shall not assign this Lease Agreement or any interest in this Lease Agreement nor sublet the leased premises or any part thereof without Lessor's prior written and express consent. Lessee shall also not permit without the prior written consent of the Lessor the leased premises, or any part thereof, to be occupied or possessed by any other person or persons other than Lessee's agents and employees. It is further provided that no right or interest of Lessee in and to this Lease Agreement shall be assignable by operation of law without approval and consent of Lessor first obtaining in writing. Lessor shall have the right to terminate this Lease Agreement upon any unauthorized assignment of sublease and declare the Lease Agreement void and of no further force and effect.
- 10) Lessee agrees to hold Lessor harmless and keep Lessor free during the term of this Lease Agreement and all extensions of this Lease Agreement from any and all liability and claim for damages arising out of injury to persons or property while in or upon the leased premises or the approaches to the leased premises resulting from negligent operations, maintenance, use or handling thereof by the Lessee, Lessee's agents and employees.
- 11) Lessee agrees that in the event Lessee should be in default of the performance of any terms, covenants, or conditions of this Lease Agreement in addition to any other remedy Lessor may have at law, Lessor may recover from Lessee all damages that Lessor may incur by reason of such breach or act of default, including the cost of recovering leased premises, legal fees and any rents still due and owing over the unexpired term of the Lease.
- 12) The provisions of this Lease shall be binding on the heirs, executors, administrators and assigns of both Lessor and Lessee.
- 13) Lessor expressly reserves and is granted a security interest by Lessee in Lessee's interest in the crops grown on the leased premises during the term of this Lease Agreement. Such lien shall secure the full and prompt payment by Lessee of all rents accruing under this agreement, and the payment of any

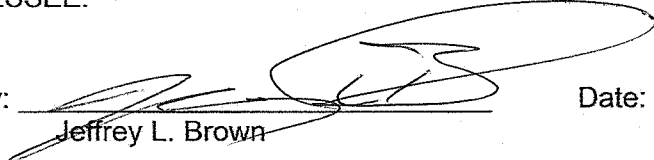
advances of Lessor to Lessee during the term of the Lease Agreement. Lessee agrees to execute any additional security agreement or financing statement to be filed in the records of the Lessor, giving notice of the security interest granted to Lessor in the growing crops upon the leased premises to perfect the Lessor's security interest.

Executed on the date(s) as indicated below.

THE VILLAGE OF NEW MADISON

By:  Date: 12/19/2022  
Monyca Schlechty, Mayor

LESSEE:

By:  Date: 1/9/2023  
Jeffrey L. Brown