

LONG-TERM LEASING ON FARMLAND

Case Studies and Lease Agreement Examples

Sponsored by:



Project funding provided by USDA Specialty
Crop Grant AM200100XXXXG065.



Dear Pennsylvania farmers and landowners,

Historically purchasing farmland has been a major obstacle for entering farmers interested in starting or expanding a farm operation. A viable alternative to purchasing farmland is to enter a long-term lease agreement on farmland or land suitable for farming to provide longstanding security while allowing beginning farmers to invest in the land. Long-Term Leasing on Farmland offers case studies of farmers currently holding one or more long-term lease agreements, legal insight and samples of long-term lease agreements.

The Penn State Center for Agriculture and Shale Law has reviewed the long-term leases and they are provided as an example. As always competent legal counsel should draw up any lease the examples simply provide ideas of the items to include in it.

I would like to thank the following individuals for participating in PA Farm Link's long-term leasing case studies:

- Michael Flinchbaugh, Flinchbaugh Orchards
- Rachel Bellis, Southgate Farm
- Mike Lytz, Sarah's Vineyard
- Sasha Miller, Purplebrown Farmstead
- Mike Keleman, Keleman Point Farm
- Ross Pifer, Center for Agricultural and Shale Law

Partnering with PA Farm Link to bring this project to fruition is the United State's Department of Agriculture's Specialty Crop Block Program.

Please utilize the information provided along with professional legal counsel for you to develop the necessary documents for your farm and farm business.

Sincerely,

☎ 717-705-2121
✉ farmland@pafarmlink.org
📍 2301 N. Cameron St. #310
Harrisburg, PA 17110

Darlene Livingston
Executive Director



TABLE OF CONTENTS

01

Case Study #1: Flinchbaugh Orchards

4th generation farmers with 57-acre farm and 40+ leases. Family currently focuses on apple orchards, retail market, fruit processing, green beans, and agrotourism.

02

Case Study #2: Southgate Farm

20-acre farmstead holding a 10 year lease with a municipality. Rachel Bellis currently grows specialty crops and offers agrotourism opportunities.

03

Case Study #3: Sarah's Vineyard

30-acre plot in Cuyahoga Valley National Park with a vineyard, winery, and small restaurant on-site.

04

Case Study #4: Purplebrown Farmstead

12-acre tract of farmland in Cuyahoga Valley National Park where the Millers grow specialty crops such as shiitake mushrooms, produce, and flowers.

05

Case Study #5: Keleman Point Farm

48-acre farm located in Cuyahoga Valley National Park with a 60 year lease. The Kelemans currently grow specialty crops including apples, sunflowers, squash, and pumpkins..

06

Legal Information on Long-Term Leasing

Long-term lease agreement examples showing what to include in a long term lease.

07

Notes & Resources

Helpful links to RFP's, a Request for Proposal scoring matrix example, and an annual operating budget summary example.

Long Term Leasing Case Study



MIKE FLINCHBAUGH, FLINCHBAUGH ORCHARDS, PA

Introduction

Mike Flinchbaugh, a 43-year-old from a fourth-generation farmer from Hellam, PA, operates his family's dynamic farm operation with his siblings Julie Keene and Andrew Flinchbaugh. The 57-acre home farm was originally purchased by Mike's great-grandfather 1951 where the property was utilized to raise chickens, raise dairy cows, and grow crops including wheat and corn. The property then transitioned to Mike Flinchbaugh's grandparents who added chicken houses to the property in the late 1970's and was in operation until the early 1990's. When Mike's parents took over the farm, they converted the chicken houses into hog houses which housed over 1200 hogs during peak operation. Following a drop in pork value in the late 1990's, the Flinchbaughs left the hog business, but continued processing hogs until 2022. Flinchbaugh orchards now focus on cash crop production, orchards, their retail market, fruit processing, green beans, and agrotourism.

SCOPE OF OPERATION

A majority of Flinchbaugh Orchards are farmed in cash crops, which include corn, soybeans, wheat, snap beans, and hay. Their retail market, managed by Julie, has grown significantly since its conception in 2007. Fruit and produce from both their farms and neighbors are available for purchase in addition to gift baskets, made to order food, and a bakery. Flinchbaugh Orchards involve the community by providing educational school tours to local schools and hold festivals on their grounds. Most recently, the family took over the business of fruit processing due to a neighboring farmer retiring from the practice and seeing a major demand for the service. Their fruit processing operations provide products such as cored apples to both local bakeries and wholesalers, apple slices to wholesalers, and dried apples that are sold throughout the D.C. / Baltimore /Lancaster region.





MIKE FLINCHBAUGH, FLINCHBAUGH ORCHARDS, PA

Land Leasing

Though long-term leasing can be appealing to many farmers who are interested in expanding their business, it can come at a cost. Through the years, Mike Flinchbaugh has learned the pros and cons of leasing through personal experience. The table below summarizes his takeaway:

Pros:

- You are guaranteed the land to farm
- More likely to make the necessary investments for a successful operation
- Gives you more time to learn the land and make necessary adjustments
- Allows you to develop what you need

Cons:

- Could be trapped in an agreement that is not profitable if one does not do the necessary research prior to agreeing to the lease.
- May end up paying too much in production if the yield is not profitable
- May have to endure interpersonal issues for a long time

Advice for those pursuing a long-term lease:

1. Get everything in writing! Make sure everything you verbally agree to is stipulated in a legally binding document.
2. Do your own research and provide realistic projections. Make sure this property will provide the right environment for the crop you want to grow and make sure you have the knowledge to commit to growing this crop for years to come.
3. Make sure you are paying the right amount for the land you are interested in leasing. This includes ensuring the quality of soil, checking for any obvious environmental impacts, and understanding what your anticipated yield will be on this land.
4. Be transparent. Clearly articulate your agricultural intentions and expectations with the landowner.
5. Keep the landowner involved. This can include a newsletter, yearly summary, showing the landowner the operations, and any other way that may work for your leasing situation. Keeping a good working relationship with the landowner will always make for a more positive experience for all those involved in the lease agreement.



MIKE FLINCHBAUGH, FLINCHBAUGH ORCHARDS, PA

Long Term Leasing

The Flinchbaughs' hold approximately 40 leases with other landowners in the area that vary in length and detail. This includes verbal, one-year, three-year, five-year, and twenty five-year lease agreements.

There are verbal lease agreements that are pertaining to smaller acreage and are some of the oldest leases the Flinchbaugh's hold.

The family holds several one-year leases that include an automatic renewal at the end of each lease period to provide consistent farm availability for the Flinchbaughs while guaranteeing the best payment for the farm owner.

The smallest portion of leases are the 4–5-year lease agreements, but can be a valuable lease length for both the landowner and tenant. This lease term provides the landowner with a stable tenant and encourages the farmer to invest in this land for the best crop production.

A majority of the long-term leases the Flinchbaugh's are a part of are within the three-year range. This length of long-term lease provides enough time to see how the first year's yield goes, make necessary changes to one's farming practices, and two more years to reap a successful yield.

25-Year Lease Agreement

Their longest lease is with a neighboring farm that has agreed to a 25-year lease with an extension as of 2019. This long-term lease is uniquely specific to holding an orchard on the property.

Mike Flinchbaugh drafted the lease and, upon consultation with their attorney, included the following stipulations:

- Beginning in 2019, lessee will pay an annual defined rental increase for the duration of the lease.
- Lessee has permission to have public water service installed on the property
- Lessee reserve the right to the installation of infrastructure necessary for the production of apples
- Within three months after termination of the lease, lessee is required to remove all trees and related equipment from the property
- A conservation plan and Ag E&S plan is required
- Upon termination, any structures and access drives built on the property are forfeited to the owner.





MIKE FLINCHBAUGH, FLINCHBAUGH ORCHARDS, PA



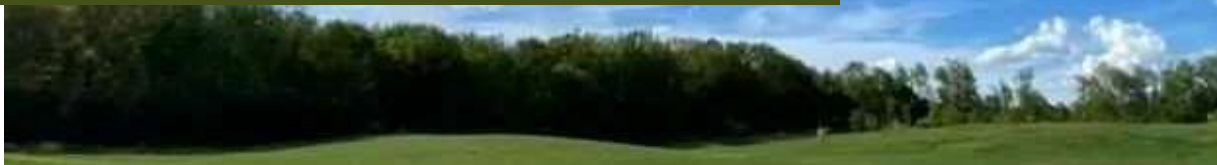
Future Plans

The Flinchbaugh's plan to continue operation of their four major sections of the business in the most sustainable way possible for their family, the community, their business, and the natural environment. Their hope is that the next generation of Flinchbaughs will be able to take over the family business and evolve the business model to fit the demand for the time as previous generations of Flinchbaughs have done to remain successful and fulfilled. Mike Flinchbaugh is currently researching the possibility of flex leases for future ventures, which may entice more land owners to lease their land since they have a potential to make a greater income if the farmer has a greater yield. Mike is also looking into a variety of peach planting techniques, specifically high-density planting and trellis planting, which have the potential to cut his cost of bloom thinning in half.



Project funding provided by USDA Specialty Crop Grant AM200100XXXXG065.

Long Term Lease Case Study



SOUTHGATE FARM, GREEN, OH

The Opportunity

Southgate Park, owned by the City of Green, Ohio, is 197 acres of natural habitat, walking trails and home to the historic Levi J. Hartong Farmstead, now doing business as Southgate Farm.

In 2019, the city invited parties interested in developing a sustainable agricultural initiative to submit proposals for a long-term lease of the farmstead. The city's goals were to promote sustainable local food, protect the historic structures and engage with the local community. After an extensive interview process, the city's review committee unanimously voted to invite Rachel Bellis & Justin Turner to enter into a 10-year lease, with options for four (4) 5-year extensions.

A first-generation farmer, Rachel's love for learning about the natural world and an interest in food-as-medicine led her to working on small-scale organic farms after college. She interned at Apricot Lane Farm in California and spent time working on farms in Missouri, Virginia, and Ohio as well. In their first year as Green, Ohio farmers, Rachel & Justin produced over 5000 lbs. of produce from their market garden, created the city's first CSA program and hosted multiple programs to engage residents of all ages.



ON THE FARM





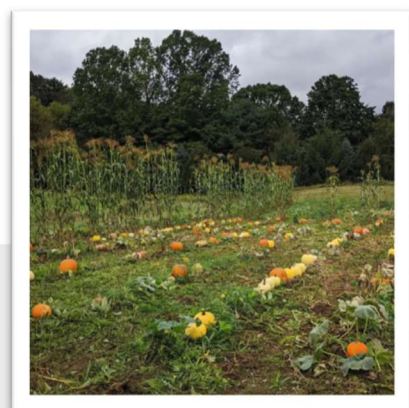
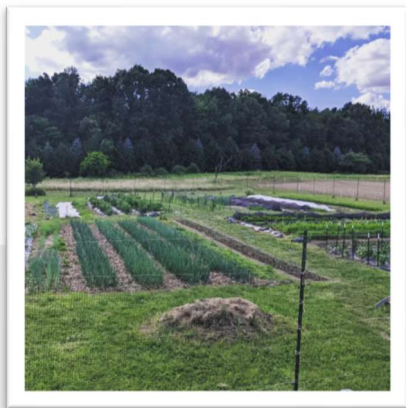
RACHEL BELLIS, SOUTHGATE FARM, OH ←.....→

Farming by Leasing

Long-term leasing might be a viable solution for farmers who can't afford or who won't be inheriting land. Rachel & Justin lease 20 acres from the City of Green - an Ohio municipality. We asked Rachel to share long-term leasing lessons learned since establishing Southgate Farm in April of 2020.

Insight for those pursuing a long-term lease with a municipality:

1. It is important to have a farm champion in city administration. Having a point person who has a real passion for the farming initiative, is available to share successes and is a resource during challenging situations is key.
2. Embrace the community. Recognize the benefit of their support. People who walk the farm trails are not only potential customers, but valuable ambassadors.
3. Everyone has ideas for you, be gentle and kind when they offer them.
4. The farm is always in the public eye – a tidy farm makes a good impression.
5. Constraints exist when leasing property. Approvals for improvements, repairs, programming must be obtained in advance. Patience and planning are key.
6. The beginning of a lease represents change for both parties – everyone learns together.
7. Details, details, details! Read the lease critically and think about present and future needs – communicate clearly so that everyone is on the same page.
8. Raising animals requires a significant capital and time investment. Think: fencing. A long-term lease was necessary for us to realize that goal.
9. Understand your unique circumstances. The Southgate Farm property is surrounded by protected natural habitat and cared for by multiple stakeholders. This requires sensitivity, communication and relationship building.





RACHEL BELLIS, SOUTHGATE FARM, OH ←.....→

Southgate Park

The 137-year-old farmstead, listed on the National Register of Historic Places includes a farmhouse, bank barn, woodshed, chicken coop, well house, summer kitchen and an 15-acre agricultural field. The farmstead is located within city-owned Southgate Park.

Southgate Park was purchased by the City of Green in 2004 to ensure the preservation of its historic, cultural, and natural resources. Southgate is a 197-acre tract of property whose landscape includes forestland, wetlands, and is inhabited by a variety of rare and endangered plant and animal species. The farmstead/park property is also in close proximity to the 344-acre Singer Lake Bog owned by the Cleveland Museum of Natural History and home to hundreds of rare and exotic plant life.

“We fully support the city’s efforts to restore not only the buildings but the original use of the farmstead in a way that promotes and shares this precious resource with the community and surrounding region. Though the architecture of the house and outbuildings speak impressively of its history, the context of the adjacent fields communicates even more directly the significance of that history to the development of the community. The farm buildings need the setting of the farm.”

Amanda S. Terrell, Director, Ohio Historic Preservation Office

Southgate Farm

Now in its third year of production, Southgate Farm has generated 17,000 pounds of produce representing fifty varieties of specialty crops from the market garden. In addition to produce, the farm is now home to a flock of chickens, sheep and Josie, the farm dog. Community engagement is robust with offerings to all ages and outreach to farming enthusiasts in all stages of development through programs like Creative Rehab, WWOOF, New Farmer Academy, Shiitake Mushroom workshops, and community volunteers. The structure of a 10-year lease provides the necessary stability and security needed to achieve these robust goals and realize a long-term vision.

Southgate Farm represents the city’s first Community Supported Agriculture program. Each year the form of this program evolves to meet current needs of both the farming family and the community. In 2023, Rachel offered a limited CSA subscription program which sold out within two weeks. For those customers not part of the CSA program, the “Little Farm Shop” is open several days a week from dawn to dusk. In addition to the Southgate Farm offerings, Rachel partners with other local farms and businesses to provide value added products such as eggs, honey, bread, grains, flowers, jams and candles.

One of the challenges since moving to the farm has been the difficulty in gaining approval to utilize the historic bank barn for large events such as weddings and parties. In recent years, as agritourism barn events have risen in popularity, Ohio fire municipalities have significantly tightened safety restrictions and requirements. Rachel & Justin continue to work with the City of Green to identify creative solutions that satisfy local regulations and provide critical income to the farm program.



RACHEL BELLIS, SOUTHGATE FARM, OH



Food for Thought

My vision is a vibrant farm that protects its native ecosystems, supports layered enterprises, and builds community. With small family farms at historically low numbers, having a community behind the farm is more important than ever. In our land-access partnership with a suburban city, we are in a unique position to provide the surrounding community with a connection to the land and food in general. I believe that access to greenspace and soil are critically important to individual and community health, and the farm can provide that space for people. I love educating others about our goals and production methods. I would love to see the land eventually supporting several young farmers, whether in partnership, an incubator program or an intern program. *Rachel Bellis, Farmer*

It is so important that community leaders set an example to preserve and protect resources that tell the stories of, not only our history, but those that have true value today as well. Someday, much of the remaining privately owned Summit County farmland will be gone and the Hartong Farmstead will be a reminder of the then and now role food and agriculture have in our lives.

Tracy Emrick, Former CEO, Countryside



Long Term Leasing Case Study



MICHAEL LYTZ, SARAH'S VINEYARD, OH

Introduction

Michael Lytz, a 66-year-old originally from Cuyahoga Falls, shared a dream with his late wife, Margaret Lytz, to own and operate a winery that used grapes they grew on their own farm. In 2000, Michael left his coaching and teaching profession to pursue a long-term leasing opportunity on 30-acre plot that the Cuyahoga Valley National Park system implemented due to their surplus of surrounding farmland. This new program, called the Countryside Initiative, was incorporated to delegate agricultural responsibilities while maintaining the farmland aesthetic visitors have come to anticipate when visiting the National Park. Since being selected in the first round of long-term lease candidates in 1999, The Lytz opened Sarah's Vineyard where a vineyard, winery, and small restaurant are in full operation year-round.



SCOPE OF OPERATION

Sarah's Vineyard is located on 36 acres of leased farmland and is strategically situated near the Blossom Music Center where many thousands of visitors stop by the winery on their way to or from the venue to try the wine. Blue Heron Blush, a popular wine served at Sarah's Vineyard, is made entirely of grapes grown on the 5 acres Michael has devoted to his vineyard. All other wines are made with grapes purchased locally or from Pennsylvania, Michigan, and California. Sarah's Vineyard operates with 32 employees at peak operation and make a majority of their income through the winery. Aside from the 5 acres devoted to the vineyard, a majority of the remaining farmland is mowed for the park. Situated on Michael's farm sits a historic barn that houses the winery.



MICHAEL LYTZ, SARAH'S VINEYARD, OH

Land Leasing

Though long-term leasing can be appealing to many farmers who are interested in expanding their business, it can come at a cost. Through the years, Michael Lytz has learned the pros and cons of leasing from personal experience. The table below summarizes his takeaway:



Pros:

- Opportunity to have a beautiful property in a great location without the cost of owning
- No major expenditure of initial capital
- Do not have to pay taxes



Cons:

- Restrictive limitations- especially when dealing with government owned land.
- Limited growth and change
- Limited opportunities
- Potential interpersonal issues
- May be costly if it is not written with your venture in mind

Advice for those pursuing a long-term lease:

1. Read the terms thoroughly and ensure the terms stipulated within the lease agreement work for your situation. If a lease agreement requires a yearly fee of 10% of gross income, this would have vastly differing impacts to a farm stand opposed to a restaurant.
2. Consider your investment in it.
3. Make sure you are comfortable with the terms of the lease.

MICHAEL LYTZ, SARAH'S VINEYARD, OH

Countryside Initiative

Cuyahoga Valley National Park is located between two urban areas, which results in two certainties: urban sprawl and high annual visitor numbers (approximately 2.2 million). The pressure to maintain rural characteristics of surrounding land in addition to handling the high volume of visitors overwhelmed NPS staff. Thus began the pilot program now called the Countryside Initiative. This program offered candidates the opportunity to hold a long-term lease on NPS farmland, ranging from 5-50 acres, for 60 years. Because the leased land in this program is owned by the federal government, stringent stipulations are included within all leases and any alterations to the properties must go through an approval process through NPS. Actions that require approval include application spraying, planting, building, selling, and incorporating a successor. Though the lessee does not have the opportunity to ever purchase the land, he or she is permitted to sell their lease with the approval of NPS. Of the first 20 farmers who leased land in the Cuyahoga Valley National Park, only 10 remain. The restrictive lease limitations, incompatible soil compositions, and initially steep lease fee resulted in a change of ownership over the years.



60-Year Lease Agreement

The original lease agreements involving Cuyahoga Valley National Park lasted for a duration of 60 years. All Cuyahoga National Park lessees are required to pay a yearly rent, which includes a reduced house rental fee. In addition to a house rental fee, a yearly report is submitted to Cuyahoga Valley National Park that provides an overview of the agricultural operation and the gross income generated. From this, each lessee is charged a percentage based off their gross income. Upon the end of a lease, the park has the right to retain the land and possess all structures, equipment, and crops the remain on the property upon termination.

Due to this land being owned by the federal government, a great deal of limitations has been placed on the lessees. All proposed changes to a leased property must be submitted to the federal government for review, which has limited Michael Lytz in regards to his vineyard. For example, Michael was denied approval to replace chemical spraying with the installation of drain tiles in the soil to create arid soil that is more suitable for his vineyard. Michael and Countryside Initiative Staff toured several vineyards implementing this practice to understand its application on sustainable farms with the hopes that it could be approved. Since approving Michael to install drain tiles would grant all other lessees the right to tile, NPS denied his proposal. As a result, Michael allocates only 5 acres of the 36-acre property to vineyard due to the high risk of mildew that results from nonarid soil. Additional grapes needed for the winery are purchased locally and out of state.

At the end of the lease, the farmer may renew the lease if they both agree but he may also sell his lease to someone else, essentially what he is selling is his assets he put into the land. This includes, such items as perennial crops, buildings he added etc. It was thought to be one of the assets that a farmer could gain from the long-term lease. The farmers take away was the ability to sell the "business."

MICHAEL LYTZ, SARAH'S VINEYARD, OH



Future Plans

Michael is currently transitioning operation of Sarah's Vineyard from himself as the sole operator to the key staff members who intend to carry on the Lytz legacy. His goal is to make Sarah's Vineyard an employee-owned company where the employees will manage the company and hold a majority of the stocks. Michael is also pursuing the early stages of opening a brewery.

“The goal was to have a sustainable agricultural business- a business that can carry on.”

- Michael Lytz



Project Funding Provided by USDA Specialty Crop Grant Am200100xxxxg065.

Long Term Lease Case Study



PURPLEBROWN FARMSTEAD, OHIO

The Opportunity

Sasha and Jimmy Miller dreamt of owning farmland in the greater Cleveland/Akron, Ohio area, but quickly realized that the value of land was cost prohibitive for starting their farm in a region that was quickly becoming urbanized. The Millers sought alternative opportunities in farming and utilized the Request for Proposals (RFP) application process for leased land owned by Cuyahoga National Park through the National Park Service’s Countryside Initiative. Their RFP was approved and they have been leasing a 12-acre tract of farmland from Cuyahoga National Park since 2016.

The Purplebrown farmstead offers agrotourism opportunities in addition to producing pork, certified organic shiitake mushrooms, perennial produce, flowers, and eggs. In response to the Park’s farmers market closing due to Covid, the Millers opened a farm retail store in Peninsula, OH where they source from 45 farms (40 of which are women-owned) and local businesses throughout Northeast Ohio.



SASHA’S ADVICE

.....

“The most important aspect is having a consistent contact who knows the inside of the program. A program manager is a necessity and the land owner must make the investment having a program manager to ensure success for both parties. Communication is a must especially if something goes wrong or a challenge comes up.”





SASHA MILLER, PURPLEBROWN FARMSTEAD, OH

Farming by Leasing

Long-term leasing is a viable solution for farmers who can't afford or who won't be inheriting land. Sasha and Jimmy lease 12 acres from the Cuyahoga Valley National Park through the Countryside Initiative. We asked Sasha to share long-term leasing lessons learned since establishing Purplebrown Farmstead in April of 2016.

Insight for those pursuing a long-term lease:

1. The farm will change, the group of products will change, work with it and embrace the change that may be necessary to remain viable and productive.
2. Ag and conservation work together and are mutually supportive so leasing of such lands work well.
3. An open perspective is important so you can foresee things that come up and adapt.
4. Set expectations of what leasing means:
 - a. Go into great depth and talk about everything.
 - b. Cover all the what ifs
 - c. Expectations and assumptions, talk every detail through prior to signing the lease.
5. Try things out over the short term, then scale up and add more acreage once you see what works.
6. Don't become desperate or you will not view the downfalls of a piece of land accurately. You must look realistically at each property.
7. Maintain consistent contact with the lessor.
8. Establish financial and business records to monitor what works best for your leased property.

Topics to discuss when establishing a lease:

1. Are you allowed to dig lines such as water lines?
2. Ask about anything you would leave permanently in place if you move from the farm.
3. Structures such as hoop houses and high tunnels are usually easier because they are considered temporary.
4. Ask about bodies of water and access. If there is a pond, is there aquatic life in a pond, and is it an asset or a liability?
5. Are you permitted to lay any stone or permeable surface?





SASHA MILLER, PURPLEBROWN FARMSTEAD, OH

Countryside Initiative

Cuyahoga Valley National Park is located between two urban areas, which results in two certainties: urban sprawl and high annual visitor numbers (approximately 2.2 million). The pressure to maintain rural characteristics of surrounding land in addition to handling the high volume of visitors overwhelmed NPS staff. Thus began the pilot program now called the Countryside Initiative. This program offered candidates the opportunity to hold a long-term lease on NPS farmland, ranging from 5-50 acres, for 60 years. Because the leased land in this program is owned by the federal government, stringent stipulations are included within all leases and any alterations to the properties must go through an approval process through NPS. Actions that require approval include application spraying, planting, building, selling, and incorporating a successor. Though the lessee does not have the opportunity to ever purchase the land, he or she is permitted to sell their lease with the approval of NPS. Of the first 20 farmers who leased land in the Cuyahoga Valley National Park, only 10 remain. The restrictive lease limitations, incompatible soil compositions, and initially steep lease fee resulted in a change of ownership over the years.

60-Year Lease Agreement

The original lease agreements involving Cuyahoga Valley National Park lasted for a duration of 60 years. All Cuyahoga National Park lessees are required to pay a yearly rent, which includes a reduced house rental fee. A yearly report is submitted to Cuyahoga Valley National Park that provides an overview of the agricultural operation and the gross income generated. From this, each lessee is charged a percentage based off their gross income. Upon the end of a lease, the park has the right to retain the land and possess all structures, equipment, and crops that remain on the property upon termination.

Due to this land being owned by the federal government, a great deal of limitations have been placed on the lessees. All proposed changes to a leased property must be submitted to the federal government for review, which has presented an obstacle for the Millers in regards to the pond on their property. The initial lease agreement did not stipulate any details pertaining to the maintenance of the pond for farm use. Through the approval of a SARE grant and coordinating with NPS staff, the Millers were able to build a healthy pond that is now utilized for farm use.

The Miller Property had pre-existing structures on the land, which provided them an opportunity to invest more in production since they did not need to focus on infrastructure. This included extensive permaculture research on their property to ensure they are organizing their farm in the most beneficial way possible to the maintain the quality of the land. They also allocated 2 acres of their farm to apple orchard where they have been observing which apple tree varieties are thriving on their property and have grafted from the successful trees to establish their orchard. Flexibility in investment prioritization allows them to determine how to best work with the land opposed to investing too much into the wrong type of operation.





SASHA MILLER, PURPLEBROWN FARMSTEAD, OH



Food for Thought

When asked if the Millers were faced with the same choice on farm land opportunities today, they said they would do it all again. Long term leases provide security for incoming farmers while offering a price point that make it possible for people to enter into agriculture without assuming a massive debt load. The Millers value raising their family in a rural park setting and farming community with the ensured security that they can invest in their land for the next 60 years. The Millers are growing their farm store operation and celebrate accomplishments, including their first wholesale account.

“It’s important to utilize best practices that help one to work less and have a higher quality of life by creating a work life balance.”

Sasha Miller, Purplebrown Farmstead



Long Term Leasing Case Study



MIKE KELEMAN, KELEMAN POINT FARM, OH

From Goatfeathers to Keleman

In 2020, Mike & Melissa Keleman established Keleman Point Farm, a farm located in Cuyahoga Valley National Park and part of the Countryside Initiative's 60-year long-term lease. Previously known as Goatfeather Point Farm, The Kelemans were drawn to this 48-acre property because of the 46-years that remained on the lease. A long-term lease allowed the family to expand their farming dreams and invest in ways they might not have been able to do if they had purchased farmland outright.

The Kelemans utilize organic practices, sell specialty crops, and are required to maintain the same agricultural practices that were initially implemented when the 60-year lease was put into effect. These agricultural practices include raising goats and heritage breed turkeys. The farm is also required to grow hay for ruminant feed. In addition to livestock and crop stipulations, The Kelemans are required to interact with the public. They were able to comply with this lease requirements by opening a roadside market as well as provide agrotourism opportunities such as goat yoga on the property.



MEET THE KELEMANS





MIKE KELEMAN, KELEMAN POINT FARM, OH

Land Leasing

Long-term leasing is a viable solution for farmers who can't afford or who won't be inheriting land. Mike & Melissa lease 48 acres from the Cuyahoga Valley National Park through the Countryside Initiative. We asked Mike to share long-term leasing lessons learned since establishing Keleman Point Farm in July of 2020.

Benefits:

- Easier start up with less costs. There is no mortgage to worry about.
- Do not have property taxes on top of farm startup costs.
- Large maintenance costs are covered by the lessor.
- Very happy to be raising their boys on a farm where learning can be intertwined with farm work. The boys learn responsibility and farming skills as they grow.

Challenges:

- One of the hardest things was divulging finances required for the application and the lease. However, it's part of the leasing program and they've accepted that.
- There is always a learning curve in anything we do.
- Everything takes time. As time allows they are expanding their farm stand offerings and growing their farm enterprise.

Advice for those pursuing a long-term lease:

1. Make sure your dream doesn't get derailed by the little issues that come up such as a tractor break or other issues. There will always be issues of one type or another.
2. Have a realistic mindset. Don't lose sight of your goals.
3. Rainy day fund. Money in the bank is always helpful when unexpected expenses arise.
4. Equipment fund to assist with needed equipment purchases.
5. Find a farming mentor to give insights and suggestions when you have issues.
6. Always be ready to share your farming methods and why you chose them with the public, they want to know the farm's story.
7. Study the land, know what you have, even the hours of direct sunlight. For example, Keleman Point Farm sits in the valley between hills and thus overall, the acreage doesn't get a lot of hours of direct sun. It's important to study and plant specialty crops in places with a greater amount of sun.



MIKE KELEMAN, KELEMAN POINT FARM, OH

Countryside Initiative

Cuyahoga Valley National Park is located between two urban areas, which results in two certainties: urban sprawl and high annual visitor numbers (approximately 2.2 million). The pressure to maintain rural characteristics of surrounding land in addition to handling the high volume of visitors overwhelmed NPS staff. Thus began the pilot program now called the Countryside Initiative. This program offered candidates the opportunity to hold a long-term lease on NPS farmland, ranging from 5-50 acres, for 60 years. Because the leased land in this program is owned by the federal government, stringent stipulations are included within all leases and any alterations to the properties must go through an approval process through NPS. Actions that require approval include application spraying, planting, building, selling, and incorporating a successor. Though the lessee does not have the opportunity to ever purchase the land, he or she is permitted to sell their lease with the approval of NPS. Of the first 20 farmers who leased land in the Cuyahoga Valley National Park, only 10 remain. The restrictive lease limitations, incompatible soil compositions, and initially steep lease fee resulted in a change of ownership over the years.

60-Year Lease Agreement

The original lease agreements involving Cuyahoga Valley National Park lasted for a duration of 60 years. All Cuyahoga National Park lessees are required to pay a yearly rent, which includes a reduced house rental fee. In addition to a house rental fee, a yearly report is submitted to Cuyahoga Valley National Park that provides an overview of the agricultural operation and the gross income generated. From this, each lessee is charged a percentage based off their gross income. Upon the end of a lease, the park has the right to retain the land and possess all structures, equipment, and crops that remain on the property upon termination.

Due to the land being owned by the federal government, a great deal of limitations has been placed on the lessees. All proposed changes to a leased property must be submitted to the federal government for review. An example of limitations placed upon the land, the Kelemans are required to maintain the farm as it was established in the lease with the original lessees. This means that they must allocate a portion of the farm to maintain original agriculture practices regardless of their future agriculture plans for the farm.

At the end of the lease, the farmer may renew the lease if they both agree but he may also sell his lease to someone else, essentially what he is selling is his assets he put into the land. This includes, such items as perennial crops, buildings he added etc. It was thought to be one of the assets that a farmer could gain from the long-term lease. The farmers take away was the ability to sell the "business."





Specialty Crops & More

The Kelemans added specialty crops to their farm, which included garlic, apples, sunflowers, squash, pumpkins, and value-added products such as elderberry syrup and salsa. Offering specialty crops has expanded their sales opportunities and provides beautiful farm stand displays drawing the attention of park goers. The livestock also interest people as they pass by and meat is marketed to the public.





Disclaimer:

The leases in this publication provide examples of actual lease agreements that were used by public entities to lease land for agricultural purposes on a long-term basis. These provision of these leases by Pennsylvania Farm Link is intended to illustrate the types of issues that are addressed in long-term lease agreements and potential manners of addressing these issues. The language and content of a long-term lease agreement should vary depending upon the specific facts applicable in each situation as well as the applicable law at the intended lease location. Potential parties to a long-term lease agreement should consult with qualified legal counsel in their jurisdiction to obtain legal advice as to the content that should be included in their long-term lease agreement. The provision of the lease agreements in this publication is not intended to be, nor should it be treated as, the provision of legal advice for any person or entity who is contemplating a long-term lease agreement.



PennState Law

Cuyahoga Valley

Countryside Initiative Program

National Park Service
U.S. Department of the Interior



XXXX Farm XXXX, Ohio

Lessee Name



Lease #: CUVA

**Cuyahoga Valley National Park
15610 Vaughn Road
Brecksville, Ohio 44141**

**Countryside Initiative Program
Lease Agreement No. CUVA 200**

TABLE OF CONTENTS

Section 1. DEFINITIONS

Section 2. LEASE OF THE PREMISES

- 2.1 Lessor and Lessee Commitment to Lease
- 2.2 Reservation of Lessor Rights
- 2.3 Mineral Rights
- 2.4 Public Access to the Premises
- 2.5 Waiver of Lessee Claims
- 2.6 Easements
- 2.7 Ownership of Premises
- 2.8 Ownership of Improvements
- 2.9 Historic Property

Section 3. ACCEPTANCE OF PREMISES

- 3.1 “As-Is” Condition of the Premises
- 3.2 Lessee’s Due Diligence
- 3.3 Inventory and Condition Report
- 3.4 Lead Based Paint

Section 4. TERM OF LEASE

- 4.1 Intended Term of Lease
- 4.2 Early Termination of Lease

Section 5. FAIR MARKET VALUE RENT

- 5.1 Components of Rent

- 5.2 Residential Component**
- 5.3 Rent Reconsideration**
- 5.4 Destruction of Residence and Abatement of Residential Rent**
- 5.5 Productive Component**
- 5.6 Rent Payment Schedule**
- 5.7 Methods of Payment**
- 5.8 Late IRS Filing**

Section 6. AGRICULTURAL USE COVENANTS

- 6.1 Agricultural Purposes of the Lease**
- 6.2 Agricultural Practices**
- 6.3 Annual Farm Report**
- 6.4 Annual Financial Statement**
- 6.5 Default of Agricultural Use Covenants**

Section 7. NON-AGRICULTURAL USE COVENANTS

- 7.1 General Uses**
- 7.2 Commercial Activities**
- 7.3 Commercial Products and Services Review**
- 7.4 Promotional Material**
- 7.5 Advertisements and Other Signs**
- 7.6 Special Events**
- 7.7 Provision for Public Parking**
- 7.8 Site and Ground Disturbance**
- 7.9 Harvesting Wood**
- 7.10 Wildlife**

Section 8. COMPLIANCE WITH APPLICABLE LAWS

Section 9. IMPOSITIONS

Section 10. RECORDS AND AUDITS

Section 11. REHABILITATION AND MAINTENANCE OF PREMISES

- 11.1 Lessor's Pre-Lease Rehabilitation**
- 11.2 Lessor's Rehabilitation and Replacement Responsibilities**
- 11.3 Lessee's Routine and Cyclical Maintenance Responsibilities**
- 11.4 Residential Grounds Maintenance**
- 11.5 Maintenance and Repair of Other Site Amenities**
- 11.6 Project submittals and approvals**

Section 12. UTILITIES

Section 13. CONDITIONS OF INSURANCE

- 13.1 Insurance During the Lease Term**
- 13.2 Property Insurance**
- 13.3 Worker's Compensation and Employer's Liability Insurance**
- 13.4 General Liability**
- 13.5 Other**
- 13.6 Conditions on Insurance**
- 13.7 Disposition of Insurance Proceeds**
- 13.8 Inadequate Insurance Coverage**
- 13.9 Continuity of Operations Insurance**
- 13.10 Indemnity**

Section 14. LIENS

- 14.1 Limitation of Liens**
- 14.2 Assumption of Lessee Responsibilities**
- 14.3 Discharge of Liens by Lessee**
- 14.4 No Consent or Waiver**

Section 15. ASSIGNMENTS AND SUBLETTING

- 15.1 Transferability**
- 15.2 Assignment and Subletting**

15.3 Rights and Responsibilities of Successors

Section 16. DEFAULTS AND LESSOR'S REMEDIES

16.1 Default

16.2 Notice of Default

16.3 Time to Cure

16.4 Failure to Cure

16.5 Right to Immediate Possession

16.6 Conditional Right to Transfer

16.7 Consequences of Bankruptcy

16.8 No Waiver of Rights by Lessor

Section 17. LESSOR'S RIGHTS TO CURE DEFAULT

Section 18. ALTERNATIVE DISPUTE RESOLUTION

Section 19. SURRENDER AND VACATING OF PREMISES

Section 20. HOLDING OVER

Section 21. REPRESENTATION AND WARRANTIES OF THE LESSEE

Section 22. REPRESENTATION AND WARRANTIES OF THE LESSOR

Section 23. COMPLIANCE WITH FEDERAL EQUAL OPPORTUNITY LAWS

Section 24. NOTICES

Section 25. ANTI-DEFICIENCY ACT

Section 26. GENERAL PROVISIONS

Section 27. ADDENDUMS AND MODIFICATIONS

EXHIBITS AND ATTACHMENTS

- A Leasehold Interest Site Plan**
- B Inventory and Condition Report**
- C Lessee Farming Enterprise Proposal**
- D Lessor's Sustainable Agricultural Guidelines**
- E Annual Farm Report Guidelines**
- F Annual Financial Statement Guidelines**
- G Secretary of the Interior's Standards for Historic Rehabilitation**
- H Lead Hazard Warning**

Countryside Initiative Program Lease Agreement No. CUVA 200

THIS LEASE is made and entered into by and between the United States Department of the Interior, acting through the National Park Service, an agency of the United States of America (Lessor), and **XXXXX** (Lessee).

WITNESSETH THAT:

WHEREAS, Congress designated Cuyahoga Valley National Park (Park Area) as a unit of the national park system; and

WHEREAS, the Park Area contains property that has been determined suitable for leasing under 36 Code of Federal Regulations Part 18; and

WHEREAS, the Lessor has determined that the use and occupancy of the property that is made available under this Lease is consistent with the Park Area's General Management Plan and the requirements of Part 18 of Title 36 of the Code of Federal Regulations; and

WHEREAS, the Lessee desires to lease the property on the terms and conditions set forth in this Lease;

NOW THEREFORE, in consideration of their mutual promises, the Lessor and Lessee hereby agree as follows:

LEASE ARTICLES

SECTION 1. DEFINITIONS

As used in this Lease, the following terms and meanings apply to both singular and plural forms.

Agriculture (al) – All activities of the Lessee related to cultivating the soil, producing crops, and raising livestock.

Alterations – Any construction, physical modification, rehabilitation, reconstruction, and/or restoration of the Premises.

Annual Farm Report (AFR) – A report submitted by the Lessee no later than November 20th of each year which summarizes the prior year's activity (Year-end Review) and identifies proposed activities for the coming year (Proposed Operations and Development Plan). For more information, see Exhibit E.

Annual Financial Statement (AFS) – An annual financial statement, prepared by the Lessee and submitted for review/approval no later than April 20th, summarizing the Lessee's Gross Revenue, and including Agricultural revenue as reported to the Internal Revenue Service for the preceding tax year, and supported by attaching the following IRS forms, as applicable, including; Schedules F, C, E, Form 1099 Miscellaneous, Form 1120S (page 1) Form 1120 (page 1) and Form 1065 (page 1). For more information, see Exhibit E.

Applicable Laws – All present and future applicable laws, ordinances, orders, rules, regulations, guidelines, statutes, covenants, restrictions, conditions, and requirements of all federal, state, and municipal governments and the agencies, or any governmental body exercising regulatory functions relating to or affecting the Premises, including, but not limited to, the improvements, use, operation, maintenance, and occupancy of the Premises for the purposes permitted in this lease, even if compliance therewith results in interference with the Lessee’s use or enjoyment of the Premises.

Assignment – The transfer, whether it is direct or indirect, voluntary or by operation of law, assignment, sale, or conveyance, of the Lessee’s leasehold estate, or the Lessee’s rights under this Lease in whole or part. Such transfer may be designated as a sale, a conveyance, or an assignment. An Assignment includes the sale, conveyance, or assignment (including by consolidation, merger or reorganization) of a controlling interest in the Lessee, whether a corporation, limited liability company, joint venture, partnership, limited partnership, limited liability partnership, or other legal entity. For a corporate entity, the term “controlling interest” means an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the Lessee so as to permit exercise of managerial authority over the actions and operations of the Lessee. For a partnership, limited partnership, limited liability partnership, joint venture, limited liability company, or individual entrepreneur, “controlling interest” means the beneficial ownership of the capital assets of the Lessee so as to permit exercise of managerial authority over the actions and operations of the Lessee.

Commercial Activities – The sale of all Agricultural and non-Agricultural products and services, including On-Premises Product and Service Sales, and Off-Premises Product and Service Sales.

Commencement Date – The beginning date for this Lease as set out in Section 4.

Consumer Price Index (CPI) – The United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for ALL Urban Consumers, U.S. City Average. If such index no longer is published, a successor or substitute index designated by the Lessor, published by an agency reflecting changes in consumer prices in the Northeast Ohio area.

Countryside Initiative – A program of Cuyahoga Valley National Park designed to help preserve rural landscape values through long-term lease of park-owned farmsteads to private individuals. Countryside Initiative farmers pursue modern, sustainable Agricultural practices in harmony with the cultural and natural resource stewardship values of the National Park Service, in partnership with CVNP and the Cuyahoga Valley Countryside Conservancy.

Cultural Resource Management – The range of activities aimed at understanding, preserving, and providing for the enjoyment of cultural resources, specifically those buildings, structures, sites, objects, and districts listed in or determined eligible for listing in the National Register of Historic Places. It includes research related to cultural resources, planning for actions affecting them, and stewardship of them in the context of overall park operation. It also includes support for the appreciation and perpetuation of related cultural practices, as appropriate.

Cuyahoga Valley Countryside Conservancy (CVCC) – A nonprofit corporation established in accordance with Chapter 1702 of the Ohio Revised Code, organized solely for educational and charitable purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code. Under the terms of a Cooperative Agreement, CVCC acts as a cooperating partner of CVNP, coordinating efforts to rehabilitate a working agricultural landscape within the park. CVCC provides technical advice, on-going assessments of the park’s agricultural resources, helps coordinate rehabilitation of park farms, recommends Agricultural and marketing strategies, recruits potential farmers, helps evaluate farm Lessees, advises farm Lessees and monitors their annual operations, and serves as a liaison between CVNP and farm Lessees. In the event that CVCC ceases operation during the term of this Lease, CVCC’s functions will be assumed by CVNP or its designee.

Cuyahoga Valley National Park (CVNP) – An operating unit of the National Park Service, the United States Department of the Interior, an agency of the United States of America, referred to in this Lease as the Park Area.

Default – The Lessee’s failure to keep and perform any of the covenants, agreements, or conditions of this Lease.

Environmental Requirements – All applicable present and future statutes, regulations, requirements, rules, guidelines, ordinances, codes, licenses, permits, policies, orders, approvals, plans, authorizations, and similar items, and all amendments thereto, relating to the protection of human health or the environment, including but not limited to:

All applicable judicial, administrative and regulatory decrees, judgments, and orders of all agencies;

All requirements pertaining to reporting, licensing, permitting, investigation and correction of emissions, discharges, releases, or threatened releases of hazardous materials, whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of hazardous materials;

All requirements pertaining to the health and safety of employees or the public; and

Any and all documents, guidelines, regulations, guidance, and orders of the Secretary of the Interior or Director of the National Park Service pertaining to farm practices and pest management in the National Park System.

Encumbrance – The direct or indirect, voluntary or by operation of law, encumbrance, pledge, mortgage, or other hypothecation of the Lessee’s interest or rights under this Lease and/or the Premises or Lessee’s leasehold estate.

Expiration Date – The ending date of this Lease having gone full term, as defined in Section 4.

Fixtures, Furniture, & Equipment (FF&E) – All fixtures, furniture, equipment, appliances, machinery, and apparatus attached to and forming a part of the buildings and other structures on the Premises.

Gross Revenue – The entire amount of receipts for the tax year derived by the Lessee from all Agricultural and non-Agricultural Commercial Activities. Gross Revenue includes, without limitation, On-Premises Product and Service Sales, and Off-Premises Product and Service Sales.

Hazardous Materials – Any material or other substance:

That requires investigation or correction under any Environmental Requirement;

That is or becomes defined as a hazardous waste, hazardous substance, pollutant, or contaminant, under any Environmental Requirement;

That is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated under any Environmental Requirement;

That, without limitation of the foregoing, contains gasoline, diesel fuel, or other petroleum hydrocarbons;

That, without limitation of the foregoing, contains polychlorinated biphenyls (PCBs), asbestos, or urea formaldehyde foam insulation;

That, without limitation of the foregoing, contains radon gas; or

That, without limitation of the foregoing, includes agricultural fertilizers, herbicides, insecticides, and fungicides containing any of the foregoing categories of material or other substance.

Hazardous Materials Occurrence – Any use, treatment, keeping, storage, sale, release, disposal, migration, transport, or discharge of any Hazardous Materials from, on, under, or into the Premises or other CVNP property that occurs during the Lease Term; or

The exacerbation of any pre-existing Hazardous Materials condition on the Premises or other CVNP property.

Historic Property – A building or buildings located within the boundaries of the Park Area that are part of a pre-historic or historic district or site included in, or eligible for inclusion on, the National Register of Historic Places. For the purposes of this lease, Historic Property also includes the Associated Property of the farm fields and other structures related to the Historic Property and the functional use and occupancy of the Historic Property, which also are included in the Premises.

Impositions – All taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts (general or specific), ordinary or extraordinary, of every name, nature and kind whatsoever, if any, lawfully imposed by any agency or other authority or entity, that may be levied, assessed, charged or imposed or may be or become a lien or charge upon the Premises or any part thereof; or upon the rent or income of the Lessee; or upon the use or occupancy of the Premises; or upon this transaction or any document creating or transferring an estate or interest of the Lessee in the Premises; or upon any improvements or FF&E; or upon the leasehold of the Lessee or upon the estate hereby created; or upon the Lessor by reason of its ownership of the fee underlying this Lease. Impositions include, but are not limited to, the payment of any bonds or charges imposed or required by any agency, authority, or entity, by reason of the proposed or actual use, treatment, storage, discharge or disposal of hazardous materials on or from the Premises by the Lessee, or any sub-tenant, tenant or licensee claiming through the Lessee; provided, however, that this provision shall not, and shall not be deemed to, permit the Lessee to use, treat, store or dispose of any such substances on the Premises.

Interest Rate –The percentage of interest charged based on the current value of funds to the United States Treasury that is published annually in the Federal Register or successor publication.

Joint Inventory and Condition Report – A document enumerating and describing the Premises' individual land parcels (including conditions such as wetland, endangered species, access roads, etc.) and individual buildings (including their floor plans, associated FF&E, and other improvements). The Joint Inventory and Condition Report, follows the joint property inspection (Lessor and Lessee), and documents the condition of the property at the commencement of this Lease. Prepared by the Lessor and concurred on by the Lessee and CVCC Executive Director, the Report appears as Exhibit B.

Lease Term – The entire period or duration of the Lease from Commencement Date to Expiration Date, as defined in Section 4.

Lease Year – The period commencing on the Commencement Date and ending on the expiration of the 12th full calendar month following thereafter, and then annually on that same date thereafter until the last day of the Lease Term.

Lessee Improvements – The rehabilitation, restoration, and reconstruction performed by the Lessee on historic and non-historic buildings or land, and any other additions or alterations (such as new buildings), made to the Premises.

Natural Resource Management – The study, monitoring, protection, interpretation, and administration of natural resources such as native plants and animals, water, air, soils, topography, geology, and the like.

Notice of Default – An instrument in writing from the Lessor to the Lessee providing notice of the failure of the Lessee to comply with any term, condition, obligation or provision of this Lease, as more specifically set out in Section 16.2.

On-Premises Product Sales – Any product sold on the Premises, including, but not limited to: livestock, poultry, bees, all other animals, crops, all other plants, and the byproducts therefrom; arts and crafts;

value added products; food and beverage products; manufactured products; and resale products; regardless of whether such products are related to Agricultural activity.

On-Premises Service Sales – Any service sold on the Premises, including, but not limited to: farm-related services; animal husbandry; visitor-related events and services; entertainment services; professional services; and facility or equipment rental services; regardless of whether such services are related to Agricultural activity.

Off-Premises Product Sales – Any product produced or modified on the Premises, but sold off the Premises, including, but not limited to livestock; poultry; bees, all other animals, crops, all other plants, and the byproducts therefrom; arts and crafts; value added products; food and beverage products; manufactured products; and resale products; regardless of whether such products are related to Agricultural activity. Also, any product produced or modified off the Premises which identifies the Premises in labeling or branding, regardless of whether such products are related to Agricultural activity. “Intellectual property” such as Lessee-authored books, articles, software programs, and like materials are not included in this definition.

Off-Premises Service Sales – Any service sold off the Premises which uses the Premises as a business or promotional address, telephone number, or internet web site location, regardless of whether such services are related to Agricultural activity.

Operating Expenses – The expenses arising in the normal course of running operations of the type approved in the Lessee’s Proposed Operations and Development Plan.

Premises – The entire property being leased under this Lease contract, as depicted in Exhibit A.

Preservation Maintenance – An action to mitigate wear and deterioration of a historic property without altering its historic fabric by protecting its condition, repairing when its condition warrants with the least degree of intervention including replacement in-kind, replacing an entire feature in-kind when the level of deterioration or damage of materials precludes repair, and stabilization to protect damaged materials or features from additional damage. For archeological sites it includes work to moderate, prevent, or arrest erosion. Types of preservation maintenance are:

Housekeeping – The removal of undesirable deposits of soil in ways that minimize harm to the surfaces treated, repeated at short intervals so that the gentlest and least radical methods can be used.

Routine maintenance – Usually consists of service activities such as tightening, adjusting, oiling, pruning, etc.

Cyclic maintenance – Maintenance performed less frequently than annually; usually involves replacement or at least mending of material.

Stabilization – Action to render an unsafe, damaged, or deteriorated property stable while retaining its existing character.

Productive Component – Is a subset of the Fair Market Value Rent for use of the farmstead. Based on the Lessee’s Gross Farm Revenue, the Productive Component is the rent that stems from the agricultural / commercial use of the property (see Section 5.4).

Proposed Operations and Development Plan (POD) – [See also Exhibit E.] An annual proposal, for the upcoming year, prepared by the Lessee which is included as part of the Annual Farm Report and includes, but is not limited to:

- A narrative description of the Lessee’s proposed Agricultural activities;
- A description of the Lessee’s proposed alterations, including capital improvements and expected preservation maintenance activities;

- A marketing plan for all Commercial Activities;
- A general list of all Commercial products and services to be sold by the Lessee; and
- A description of the Lessee's plans for promoting public access and educational activities on the Premises.

Rent - The money to be paid to the Lessor by Lessee described in Section 5 of this Lease and any additional money this Lease may require.

Secretary's Treatment Standards – The Secretary of the Interior's Treatment Standards for Historic Property as they exist, Exhibit G, or may hereafter be amended.

Sublease – An agreement under which the Lessee grants a person or entity (a Sub-Lessee) the right to use, occupy, or possess the Premises or a portion thereof, also commonly referred to as sublet.

Tax Year – For the purposes of the Countryside Initiative and its associated farm Leases, a twelve-month period coinciding with the standard calendar year extending from January 1 through December 31.

Termination Date – The expiration date, or such earlier date as this Lease may be terminated pursuant to any provision hereof.

Year-end Report (YER) – An annual report prepared by the Lessee which is included as part of the Annual Farm Report and is submitted to Lessor by November 20th of each year that includes, but is not limited to a narrative clearly explaining what was attempted, and actually accomplished during the year being reviewed. For more information, see Exhibit E.

Section 2. LEASE OF PREMISES

2.1 Lessor and Lessee Commitment to Lease – The Lessor, for and in consideration of the rents, covenants, and agreements herein contained on the part of the Lessee, hereby leases and demises to the Lessee, and the Lessee hereby hires, upon and subject to the covenants and agreements contained herein, from the Lessor, the Premises (described in Exhibit A). The Lessee expressly takes the Premises subject to all applicable laws, and all liens, encumbrances, restrictions, rights and conditions of law or of record or otherwise actually known to the Lessee or reasonably ascertainable by inspection or a survey.

2.2 Reservation of Lessor's Rights – The Lessor reserves the right to enter upon the Premises at anytime for the purposes of law enforcement or enforcement of public health and safety standards and to make follow up inspections to ensure compliance. The Lessor retains the right to close the Premises if it discovers an immediate danger to life or property.

The Lessor reserves the right to enter upon the Premises at any reasonable time for the purposes of natural or cultural resource management. This includes, but is not limited to, plant and wildlife monitoring, pest management, removal of exotic species, and archeological study. To the extent feasible, the Lessor will provide reasonable notice of entry for such purposes to the Lessee.

The Lessor reserves the right of access to the Premises for the purposes of repair or rehabilitation of buildings, structures, or other improvements specified as the responsibility of the Lessor in Section 11.2, or to correct a condition for which the Lessee is in default as described in Section 16. The rights reserved under this article are understood to apply to all manner of utilities, including but not limited to water, power, gas, telephone, and sewage. The Lessor's right to entry for such purposes is understood to include any agency, public or private utilities, or other persons necessary to properly execute such repair or rehabilitation. To the extent feasible, the Lessor will provide reasonable notice of entry for such purposes to the Lessee.

During the final two (2) years of the term of this Lease, the Lessor, upon providing prior notice to the Lessee, shall have the right to enter the Premises at all reasonable times during normal business hours for the purposes of exhibiting the same to prospective Lessees. For the purposes of this Section, "normal

business hours” means between the hours of 8 a.m. and 6 p.m., Monday through Friday, excluding federal holidays. For the purposes of this section “reasonable prior notice” means providing written notice not less than 24 hours prior to the intended time of entry.

The Lessor reserves the right of access to the Premises to conduct annual safety inspections of the Premises by NPS staff. The purpose of the inspections is informational in nature and is for the purposes of protecting property and occupants.

2.3 Mineral Rights – The Lessor retains exclusive rights to all oil, gas, hydrocarbons and other minerals in, under, or from the Premises.

2.4 Public Access to the Premises – The Lessor and Lessee expressly agree that the Lessee will encourage various forms of public access as set out in Lessee’s Farming Enterprise Proposal and current POD. However, they further agree that this Lease limits public access to the Premises and that the public shall not have the same freedom of access it enjoys in other areas of the Park Area. The Lessor will assist the Lessee as necessary to assure the Lessee’s privacy and the Lessee’s intended use of the Premises, through, among other things, approving appropriate signs informing the public about the limited access privileges.

2.5 Waiver of Lessee Claims – The Lessee hereby waives any claims for damages for any injury or inconvenience to or interference with its use and occupancy of the Premises, any loss of occupancy or quiet enjoyment thereof, or any other loss occasioned by the Lessor’s exercise of its rights under this Lease. Additionally, the Lessee hereby waives claims for loss of quiet enjoyment of the Premises, caused by or as a result of public visitation to the Park Area.

2.6 Easements – Nothing contained herein shall give or be deemed to give the Lessee an independent right to grant easements or other right-of-ways over, under, on, or through the Premises.

2.7 Ownership of the Premises – This Lease does not vest in the Lessee any fee interest in the Premises. Title to the Premises at all times is with and shall remain solely with the Lessor.

2.8 Ownership of Improvements – This Lease will vest in the Lessee no property interest in the Premises or in the Lessee’s improvements. Title to real property and improvements thereon, including Lessee improvements or alterations, shall be and remain the property of the Lessor. No right for compensation of any nature shall exist for such property at the expiration or termination of this Lease.

2.9 Historic Property – The Premises (or portions of the Premises) are Historic Property.

Section 3. ACCEPTANCE OF PREMISES

3.1 “As-Is” Condition of the Premises – The Lessee agrees to take the Premises and all improvements thereon in their existing “as-is” condition. The Lessee acknowledges that in entering into this Lease, it does not rely on, and the Lessor does not make, any express or implied representations or warranties as to any matters including, without limitation:

- a. The suitability of the soil or sub-soil;
- b. Any characteristics of the Premises or improvements thereon;
- c. The suitability of the Premises for the intended use;
- d. The likelihood of deriving trade from or other characteristics of the Park Area;
- e. The economic or programmatic feasibility of the Lessee’s use and occupancy of the Premises;

- f. Title to the Premises;
- g. Hazardous materials on or in the vicinity of the Premises; or
- h. Any other matter.

The Lessee has satisfied itself as to such suitability and other pertinent matters by the Lessee's own inquiries and tests into all matters relevant in determining whether to enter into this Lease. The Lessee accepts the Premises in their existing condition, and hereby expressly agrees that if any remedial repair, alterations, or rehabilitation is required in order to conform the Premises to the requirements of applicable laws, or for the Lessee's use, it shall assume sole responsibility for any such work except as expressly set forth here:

3.2 Lessee's Due Diligence – Prior to entering into this Lease, the Lessee has made a thorough, independent examination of the Premises and all matters relevant to the Lessee's decision to enter into this Lease. The Lessee is thoroughly familiar with all aspects of the Premises and is satisfied that they are in an acceptable condition and meet the Lessee's needs.

3.3 Joint Inventory and Condition Report – The Lessor has prepared a Joint Inventory and Condition Report for the Premises, contained in Exhibit B, which sets forth the condition of the Lessor's FF&E, and improvements as of the commencement date. Through their signature on the report, the Lessee acknowledges and accepts the completeness and accuracy of the Report.

3.4 Lead Based Paint – The Park Area has evaluated buildings on the Premises and determined the presence of lead based paint (LBP). The Lessor will provide a copy of the Lead Risk Hazard Assessment to the Lessee and initiate an annual inspection process to ensure the LBP remains in good condition.

- a. The tenant is responsible for maintaining lead based painted building component in good condition. Tenant can only perform painting activities on building components and cannot perform any other activities which may create lead dust.
- b. In accordance with State of Ohio lead testing standards (ORC 3742), children six (6) years and younger who will reside in a building containing LBP must be tested for lead levels, and results of these tests must be provided to the Lessor, prior to occupancy.
- c. Lessee or resident is required to sign a Lead Hazard Warning certifying receipt of information on lead paint hazards, ways to protect against the hazards of lead paint and information on the presence of lead paint in the structure(s). A form of the Lead Hazard Warning appear in Exhibit H.

Section 4. TERM OF LEASE

4.1 Intended Term of Lease – The Term of this Lease is for a period of 60 years, commencing on November __, 2008 and expiring on November __, 2068 or on such earlier date as this Lease may be terminated as provided by its terms.

4.2 Early Termination of Lease

- a. **Option of Lessor to Terminate** – If this Lease is terminated by the Lessor prior to the expiration of the term provided in Section 4.1, all of the rights of the Lessee under this Lease and in the Premises shall terminate. If the Lease is terminated for default, the Lessee is entitled to no compensation for any losses or injury resulting therefrom. The Lessee hereby acknowledges the sovereign right of the Lessor to cancel this Lease at any time to the extent otherwise provided by law.

- b. **Option of Lessee to Terminate** – The Lessee may terminate this Lease, without penalty, on giving a written notice to the Lessor of the intent to terminate at least 90 days prior to the date of intended termination. This period of notice may be reduced to 30 days should either signatory Lessee experience permanent disability or death. The notice of termination shall contain the date for the intended termination of the Lease. The intended termination date shall operate as if that date were the time originally fixed for the termination of this Lease, and all provisions of this Lease that are to become effective on termination shall become operative or effective on that date.

The giving of notice required in this section shall not release the Lessee from the full and faithful performance of all terms and conditions of this Lease during the continued occupancy of the Premises by the Lessee after such notice and until the Lessee actually vacates and surrenders the Premises, whether on the date of the intended termination or at the conclusion of any period during which the Lessee holds over after the date contained in the notice.

- c. **Refund of Prepaid Rent** – If the Lease is terminated before the end of the term as set out in Section 4.1, the Lessee may be entitled to a proportional refund of any prepaid rent authorized by Section 5.6.
- d. **Abandonment** – The Lessor may reenter and repossess the Premises, and declare the term of this Lease forfeited, if the Lessee deserts or vacates the Premises for 7 or more consecutive days. The Lessor may pursue all remedies available under this Lease or as provided by law.
- e. **Ownership of Growing Crops** – Upon early termination for default, at the Lessor's election, the Lessor shall have the right to own and possess all crops both harvested and unharvested. Upon an early termination for convenience of the Lessor or at the option of the Lessee as provided in Section 4.2.b, the Lessee shall have the right to own and possess all harvested and unharvested crops for the Lease Year during which this Lease is terminated.

Section 5. FAIR MARKET VALUE RENT

5.1 Components of Rent – Fair Market Value Rent for the Premises is comprised of two factors: a Residential Component based on an adjusted appraisal and a Productive Component based on the Gross Revenue derived from Commercial Activities.

5.2 Residential Component – The Residential Component of rent for the Premises shall be computed by first attaining a raw residential appraisal (RRA) prepared by a licensed professional appraiser. The Lessor will adjust the RRA to reflect several factors including, but not limited to:

- a. A requirement to actively, affirmatively farm the Premises according to the requirements and covenants described in Section 6;
- b. A requirement to comply with all National Park Service archeological and other resource guidelines, the National Historic Preservation Act, and the National Environmental Policy Act, as directed and guided by the Lessor;
- c. The Lessee's loss of privacy due to the residence's location in the park;
- d. The Lessee's affirmative requirement to interact positively with park visitors as described in the Lessee's Agricultural Enterprise Proposal and as refined in the approved Annual Operating Proposal.

The initial residential rent for the property, as published in the Request for Proposals, is **\$XXX** per month.

The Lessor will discount the RRA value by 50% for non-historic residences and 60% for historic residences. The Lessor will base annual increases or decrease for this adjusted appraisal on changes in the Consumer Price Index. Rent adjustments will be made annually in the original lease-commencement month and will be preceded by a 30-day written notice by the Lessor.

<u>Residential Component Calculation Formula</u>	
Non-historic Property Calculator	Residential Component = .5(RRA x $\frac{CPI1Jan'xx}{CPI1Jan'08}$)
Historic Property Calculator:	Residential Component = .4(RRA x $\frac{CPI1Jan'xx}{CPI1Jan'08}$)
<p>RRA means Raw Residential Appraisal; CPI means Consumer Price Index; 'xx' means succeeding years after 2008;</p>	

5.3 Rent Reconsideration

- a. The Rent otherwise required by this Lease shall be subject to reconsideration at the request of the Lessor or the Lessee after the end of the XXXX, XXXX, and XXXX Lease Years of this Lease in order to maintain the Rent under this Lease in an amount and structure consistent with "fair market value rent." "Fair market value rent" for the purpose of this section means the most probable rent, as of a specific date, in cash or in terms equivalent to cash, for which the Premises, under the terms and conditions of this Lease, should rent for their highest and best permitted use after reasonable exposure in a competitive market under all conditions requisite to a fair leasing opportunity, with the Lessor and the Lessee each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.
- b. To request a Rent reconsideration, the Lessor or Lessee (or both) must notify the other party in writing of its request within sixty (60) days after the end of the applicable Lease year. Upon receipt of such notice, the Lessor and Lessee must negotiate in good faith a Rent adjustment. If, after the end of such sixty (60) day negotiation period, agreement as to a possible Rent adjustment has not been reached, either party may request that the matter be resolved by binding arbitration conducted by an arbitration panel. Such request must be made by written notice to the other party within thirty (30) days of the end of the negotiation period.
- c. One member of the arbitration panel is to be selected by the Lessor, one member is to be selected by the Lessee, and the two party-appointed members are to select the third (neutral) member. The neutral arbiter must be a licensed real estate appraiser. The expenses of the neutral arbiter and other associated common costs of the arbitration will be borne equally by the Lessor and the Lessee. The arbitration panel will adopt procedures that treat each party equally, give each party the opportunity to be heard, and give each party a fair opportunity to present its case. A Rent Adjustment determination must be made by a majority of the members of the panel and will be binding on the Lessor and the Lessee. The arbitration panel will determine an appropriate adjustment to Rent, if any, to reflect "fair market value rent" effective at the beginning of the XXXX, XXXX, or XXXX Lease Year, as applicable.

5.4 Destruction of Residence and Abatement of Residential Rent – In the event the residential building(s) is totally destroyed by any cause not resulting from the Lessee's neglect or fault, or so nearly destroyed as to require rebuilding, then the Lessee shall pay the residential rent up to the time of the destruction. The Lessee, thereafter, shall not be obligated to pay any residential rent until the residential building(s) is (are) reconstructed and suitable for habitation. If the destruction or partial destruction is due to the neglect or other fault of the Lessee, there will be no abatement of rent during reconstruction.

5.5 Productive Component – The Productive Component of fair market value rent shall be computed as a percentage of Gross Revenue. Computing the Productive Component as a percentage of Gross Revenue allows Lessor and Lessee to share both risks and opportunities associated with production and marketing. The factors determining the Lessee’s share of Gross Revenue include, but are not limited to: the Lessee’s stewardship requirements for the land, as described in Section 6 and Exhibit D; the Lessee’s need to develop new markets; the requirement to forgo conventional agricultural fertilizers and chemicals; the Lessee’s costs related to wildlife predation; and the Lessor’s expectation that the Lessee will encourage park visitors to visit and enjoy the agricultural activities occurring on the Premises. For these and other considerations the Lessee shall retain no less than 90% of Gross Revenue for all Commercial Activity, Agricultural and non-Agricultural.

Recognizing the time required to achieve desired production levels while simultaneously enhancing the environment, by using the production methods required in Section 6 and Exhibit D, and recognizing the time required to establish new retail markets, the Lessee’s Productive Component of rent will be prorated for a period of ten years as follows: Lessee shall pay 5% of Gross Revenue for the first Lease Year, and will increase payments by .5% per Lease Year until a full 10% rental rate is achieved by Lease Year eleven.

The Lessee is encouraged to become a certified organic producer at the commencement of this Lease, or as soon thereafter as practicable. At such time as the Lessee obtains certification for agricultural operations, the productive value component of rent, for only those activities that are certified organic and directly Agricultural in nature, shall be reduced by 1%, and will remain reduced so long as the Lessee retains such certification.

<p><u>Productive Component Calculation Formula</u></p> <p>Productive Component = .05(GR) + GR(.005 x [CY – 2008*]) – .01 (Agricultural portion of GR for CO)</p> <p>GR means Gross Revenue; CY means current year; and CO means certified organic. * Amount used for [CY-2008] shall not exceed 10.</p>
--

In the event of a natural disaster that destroys growing crops or prevents the Lessee from Agricultural part of the Premises as contemplated by this Lease, the Lessor may, but need not, reduce the Lessee’s obligation under the Productive Component for the Lease Year in which the natural disaster occurred.

(See additional information on the submission requirements for the Productive Component administration and reporting in Sections 1, 6.4 and 10.)

5.6 Rent Payment Schedule – The Residential Component of Fair Market Value Rent is payable in twelve equal monthly installments due the first day of each month, and the Lessee may prepay this amount up to one year in advance. The Productive Component payment is payable upon billing from the Lessor; the bill will follow the Lessor’s review of the Annual Financial Statement (provide by Lessee no later than April 20th) and the verification of the calculated Productive Value Component.

5.7 Methods of Payment – Checks or money orders (no cash payments) must be payable to the National Park Service and mailed to: Cuyahoga Valley National Park, 15610 Vaughn Road, Brecksville, OH 44141-3097. The options and/or required methods of payment may be amended over the term of this Lease based on changes in technology and/or NPS policies governing such payments (ie. electronic funds transfer). Unless other arrangements are made, failure to make monthly, residential rent payments or the annual Productive Component payment within 30 days of their due date will result in a \$ 100/month late charge for every month not paid beyond the 30 days. This late payment charge will be in addition to interest and penalties

- 5.8 Late IRS Filing** - in the event that an IRS extension has been filed, the Lessee can request an extension on the April 20th submission deadline. To be eligible for an extension, the Lessee shall provide documentation of such filing as well as an estimated calculation of the Productive Component.

Section 6. AGRICULTURAL USE COVENANTS

6.1 Agricultural Purposes of the Lease – The Lessor enters into this Lease to implement the particular and unique proposal contained in Exhibit C: Lessee Farming Enterprise Proposal. The Lessee acknowledges that the overall success of the Countryside Initiative depends on the Lessee and the Lessees of other farms implementing their respective agricultural enterprises for the full term of their leases. The Lessee therefore acknowledges a responsibility to actively and affirmatively implement its proposal for the entire term of the Lease, excepting such modifications as may be approved in writing by the Lessor in the course of approving the Lessee's Proposed Operations and Development Plan, or otherwise.

6.2 Agricultural Practices – All Agricultural practices on the Premises must conform with applicable local and state laws and regulations, except as those laws and regulations may be superseded by Agricultural guidelines of the Lessor. The Lessor will not allow any agricultural use or activity that would cause unacceptable adverse impacts on a park's resources, values, or purposes. The Lessee must comply with applicable public health and safety regulations regarding food service and distribution. Furthermore, all agricultural activities and livestock operations that take place in national parks are to be conducted in accordance with accepted best management practices that protect vegetation and wildlife and its habitat, safeguard sensitive species, control proliferation of exotic species, conserve soil, protect riparian areas and ground water, avoid toxic contamination, and preserve cultural sites. Specific required Agricultural management practices follow:

- a. **Pest Management/Pesticide Use** – The Lessee must comply with the NPS Standard Integrated Pest Management (IPM) practices and NPS-approved pesticide applications for all pesticide uses in the park. NPS IPM guidelines promote cultural and biological means of pest control over chemical means. Cultural control measures include such practices as crop rotation, companion planting, manual removal of pests. Biological pesticides, control agents such as predators or parasites, and bioengineered/genetically-modified products or crops are subject to the same IPM review process as pesticides. Some agents may require additional NEPA compliance before approval.
- b. **Use of Water Resources** – The Lessee's use of surface waters and groundwater will comply with NPS Management Policies, applicable Ohio water rights laws, and applicable Ohio EPA guidelines. The Lessee will follow a reasonable use doctrine to ensure that farm uses of water do not adversely affect downstream uses.
- c. **Farming of Woodlands** –The farming of woodlands (e.g., syrup production, mushrooms, medicinal plants) is not an approved activity under any Countryside Initiative Leases and would require additional NEPA compliance before such approval. The foregoing notwithstanding, the Lessee may tap trees that are clearly within leased yards and fields upon the prior written approval of the Lessor.
- d. **Composting** - All plans for composting must be approved by the Lessor through Proposed Operations and Development Plan, or special requests, before the Lessee may implement such plans. The preferred method for disposal of dead livestock is on-farm composting. Lessees must be certified to conduct on-site livestock composting through completion of the Ohio State University Extension program "Livestock Mortality Composting Educational Training" as outlined by Ohio Department of Agriculture guidelines before undertaking such composting.

6.3 Annual Farm Report (AFR) – The Lessee will prepare an AFR for Lessor approval including the Year End Review for the year ending, and the Proposed Operations and Development Plan for the coming year. The Lessee will submit the AFR to the Lessor by November 20th of each year. The Lessor will review the AFR within thirty days following receipt, if practicable. If the information provided in the AFR and subsections do not meet the Lessor's expectations, the Lessor will meet with the Lessee to resolve those concerns. Approval of the POD subsection/s will constitute an amendment/s to the Lessee's Farming Enterprise Proposal (Exhibit C).

6.4 Annual Financial Statement (AFS) – The Lessee will prepare an AFS for Lessor approval as set forth in Section 1 and further described in Exhibit F. The Lessee will submit the AFS to the Lessor on or before April 20 of the year following the tax year covered by the AFS (see also Section 5.6 and Exhibit F). The Lessor will review and approve the AFS within 30 days after the receipt, if practicable. If the Lessor is not satisfied with the information provided in the AFS, the Lessor and Lessee will meet within 60 days following the Lessor's receipt of the AFS to resolve the Lessor's concerns. The approved AFS will form the basis of the Lessee's Productive Component obligation.

6.5 Default of Agricultural Use Covenants – Lessor and Lessee expressly agree that Lessee must implement its proposal in full accord, harmony, and compliance with the Agricultural Use Covenants herein, and with the Lessor's Sustainable Agriculture Guidelines set forth in Exhibit D. Moreover, the Lessor and Lessee expressly acknowledge that the Lessee must have the prior written approval of the Lessor for any agricultural activity or practice occurring on the Premises or otherwise associated with the approved enterprise. The Lessee's failure to observe, keep, perform, or fulfill the requirements of the Lessee's POD and the requirements of this Section, will constitute a default causing this Lease to become null and void at the option of the Lessor.

Section 7. NON-AGRICULTURAL USE COVENANTS

7.1 General Uses – As directed by Lessor, the Lessee must discontinue any activity or use of the premises inconsistent with NPS natural and cultural resource management objectives or that is determined by Lessor to be inappropriate in a national park setting.

7.2 Commercial Activities – All Commercial Activities of Lessee must be approved by the Lessor in the Lessee's POD or by other written form, including approval of On-Premises Product and Service Sales and Off-Premises Product and Service Sales.

7.3 Commercial Products and Services Review – The Lessee may not offer any products or services for sale without the prior written approval of the Lessor regarding the nature, type, quantity and quality of such products and services.

7.4 Promotional Material – The Lessee must submit all promotional material, regardless of media format (i.e., printed, electronic, broadcast media), in connection with the services provided under this Lease to the Park Area for review and approval prior to use. All such material will identify the Lessee as a farm in the Countryside Initiative of the Cuyahoga Valley National Park, United States Department of the Interior.

7.5 Advertisements and Other Signs – The Lessee may not post on the Premises signs, including those advertising the Lessee's activities, without the Lessor's prior express written approval of the size and content of the signs and the time period during which the signs may be posted.

7.6 Special Events – Any events, activities, or other public uses which have not been otherwise approved in the Lessee's POD require the Lessor's written approval.

7.7 Provision for Public Parking – In the event the Lessee desires to provide, within the Premises, parking for public or customer visitation to the Premises, the Lessee must first secure the prior written approval of the Lessor regarding the location, design, construction materials, and traffic pattern and control related to such parking.

7.8 Site and Ground Disturbance – The Lessee may not alter the landscape of the Premises in any way that does not correspond to the uses set forth in this Lease. The Lessee must submit a written request for site and/or ground changes, and may not proceed to make such changes until the Lessor approves the request in writing. The Lessor shall respond to written requests in a timely manner and will not unreasonably withhold approval of such proposed changes.

Topography – The Lessee will maintain the general topography of the landscape in its present condition and will undertake no excavation or topographic changes until the Lessor expressly has approved the same in writing.

Dumping and Material Storage – The Lessee may not dispose or dump ashes, trash, or other materials. The Lessee may not place or store unsightly foreign material upon the Premises. This prohibition shall not be construed as prohibiting the temporary, short-term storage of construction or agricultural supplies necessary to the operation of the agricultural enterprise described in the Annual Operating Proposal.

Tree and Vegetation Removal – The Lessee shall provide specific plans to the Lessor for desired tree and tree limb removal larger than 1” and the removal of other vegetation in the Lessee’s POD, or in another written form. The Lessee may not remove any tree, tree limb or vegetation until the Lessor expressly has approved the same in writing. Due to the potential impact to endangered Indiana Bats, permission will not be granted for the cutting of trees or tree limbs between April 15 and September 15. For circumstances where there is an immediate threat to safety or property, a waiver to this policy may be requested, on a case-by-case basis.

Fire Prevention and Suppression – The Lessee may not burn brush, construction debris or similar materials within the Premises. The Lessee must take all reasonable precautions to prevent forest, brush, grass, and structural fires and assist the Lessor in extinguishing any fires on the Premises.

7.9 Harvesting Wood – Collecting wood on park property is generally prohibited. The Superintendent may give written permission to the Lessee to collect downed firewood for personal use within the Premises, but not for commercial purposes. Under no circumstances does this Lease allow the Lessee to collect wood outside leased properties.

7.10 Wildlife – Small-scale artificial wildlife housing and feeding is allowed near occupied buildings (e.g., bird feeders, birdhouses), as approved by the Lessor. No other feeding of wildlife will be permitted.

Section 8. COMPLIANCE WITH APPLICABLE LAWS

The Lessee, at its sole expense, shall comply with all applicable laws, ordinances, rules, and regulations of the United States. The Lessee also shall comply with the lawful requirement of all applicable State, County, and local governmental entities wherein the Premises are located with regard to construction, sanitation, licenses, or permits to do business, and all other matters. Lessee must consult with Lessor regarding applicability of such laws and regulations prior to making application to any governmental entity. The Lessee shall provide to the Lessor copies of all licenses, certifications, use and occupancy permits, or other permits prior to engaging in activities requiring a permit. The Lessee shall give the Lessor immediate written notice of any notice of violation of applicable laws, ordinances, rules, and regulations received by or on the behalf of the Lessee. At the Lessee’s sole expense, it shall rectify any such violation promptly.

Section 9. IMPOSITIONS

The Lessee shall pay to the proper authority, when due and payable, all impositions that may be imposed upon the Lessee with respect to or upon the Premises at any time during the term of this Lease.

Section 10. RECORDS AND AUDITS

The Lessee shall provide the Lessor and its agents and affiliates, including without limitation, the Comptroller General of the United States, access to all books and records relating to the Premises and the Lessee's use of the Premises under this Lease for the purpose of conducting audits to verify the Lessee's compliance with the terms and conditions of this Lease for any of the five (5) preceding Lease Years. The Lessee shall keep and make available to the Lessor these books and records at a location in the Premises or within the locale of the Park Area upon request.

Section 11. REHABILITATION AND MAINTENANCE OF PREMISES

11.1 Lessor's Pre-Lease Rehabilitation – The Lessor has undertaken significant and sufficient repair and rehabilitation of the Premises to:

- a. Make it readily habitable by the Lessee;
- b. Make it readily useable by the Lessee for the agricultural and related purposes set out in Section 6 of this Lease; and
- c. **Degrees of rehabilitation:** The Lessor notes that differing treatment levels between the residence and outbuildings have been applied. **Residence:** the Lessor has undertaken all structural and cosmetic treatments necessary for immediate and satisfactory occupancy. **Barn/Outbuildings:** the Lessor has only undertaken structural treatments necessary for the usefulness of the structures; cosmetic and proposal-specific alterations are the responsibility of the Lessee.
- d. To establish the baseline conditions and standards that the Lessor expects the Lessee to observe and maintain during the Lease Term. These baseline conditions include, but are not limited to the "as-is" conditions and expectations specified in Sections 3.1, 3.2, and 3.3.

11.2 Lessor's Rehabilitation and Replacement Responsibilities – The Lessor will be responsible for rehabilitation, repair, or replacement of the structural components and operating systems of those historic and non-historic buildings on the Premises that are assets of the Lessor as of the Commencement Date and that are not short-term or cyclical consumables. The Lessor will not be responsible for maintenance or routine repairs or replacements requested for the purposes of cosmetic changes. The Lessor's responsibilities include maintaining the following in good and functional condition:

- a. Structural components – Repair/replacement of foundations, floors, walls, and roof systems. Removal of insect infestations that could undermine the structural integrity of the building, such as termites or carpenter ants.
- b. Electrical – Repair/replacement of wiring, switches, fixtures, breakers, outlets and all other electrical components up to standards in the Ohio Basic Building Code.
- c. Heating, ventilating, and air conditioning (if applicable) – Replacement or repair of furnace, ductwork, A/C condenser, and thermostat.
- d. Water supply systems (household) – Replacement or repair to wells, cisterns, sump pumps, pipes due to functional failure; faucets, tubs, toilets, and sinks due to functional failure.
- e. Sewer/Waste treatment – Replacement or repair of pipes, septic lines, holding tanks, leach/evapotranspiration fields, sand filters, including necessary root removal.

- f. Exterior fabric –Replacement of siding, trim, porches, steps, windows, and doors.
- g. Interior fabric – no additional responsibilities after the initial rehabilitation unless structural in nature.
- h. Roofing – Replacement of shingles, flashing, gutters, downspouts.
- i. Farm roads and drives – Initial rehabilitation of grade, surface, and material with assistance in major flood events.

11.3 Lessee’s Routine and Cyclical Maintenance Responsibilities – The Lessee will be responsible for all general maintenance of the historic and non-historic buildings Premises and their operating systems. The Lessee will perform all repair, rehabilitation, and maintenance of historic properties in a manner that meets the Secretary of the Interior’s Standards for Historic Rehabilitation. See Exhibit G for the version of those standards in effect as of the Commencement Date.

The Lessee’s repair and maintenance responsibilities include, but are not limited to:

- a. Structural components – The Lessee will not have any responsibility to repair foundations, floors, walls, and roof systems.
- b. Electrical – Fuses, light bulbs, and face plates.
- c. Heating, ventilating, air conditioning – Replacement of filters, cleaning ductwork, and annual and routine maintenance of furnace and AC condenser per manufacturer recommendations.
- d. Water supply systems (household) – Replacement of washers and gaskets as needed, performing routine maintenance as per manufactures recommendations, including draining hot water tank and removing any clogs in water lines.
- e. Sewer/Waste treatment – Reoccurring scheduled maintenance of septic systems, as per “pamphlet”. Unblock/repair of toilets or sewage lines due to neglect and cyclical and/or emergency septic pumping.
- f. Exterior fabric – Exterior painting and staining needed to maintain surfaces in good condition, including siding, trim, porches, and steps. Maintaining a positive drainage away from building(s) foundations.
- g. Interior fabric – Painting, staining, or refinishing of surfaces, including walls, floors, ceilings, trim, windows, doors, built in cabinets and countertops. (See Section 3.4 Lead Based Paint)
- h. Roofing – Cleaning gutters and maintaining downspouts in unblocked free-flowing condition ensuring positive drainage away from structure
- i. Residential roads and drives – Maintenance of grade and surface and component renewal such as culverts, water bars, washout and periodic installation of additional gravel.

11.4 Residential Grounds Maintenance – Prior to occupancy, the Lessor will evaluate and remove all or portions of dead or dying trees located near the entrances of the residence on the Premises, which trees represent a potential safety hazard to both the residential building and other buildings and persons walking or moving in the area.

The Lessee will maintain residential grounds in an aesthetically pleasing and ecologically healthy manner at the Lessee’s sole expense. The Lessee annually will evaluate and remove all or portions of dead or dying trees, located near the entrances of the residence on the Premises, which trees represent a

potential safety hazard to both the residential building and other buildings and persons walking or moving in the area, subject to approvals specified under Section 7.8. Aesthetically pleasing is understood to include, but is not limited to, regularly mowed and managed lawn and any ornamental plantings, and avoidance or removal of unsightly storage or parking of materials, equipment, and vehicles. The Lessee is responsible for all aesthetic and utilitarian snow removal. Ecologically healthy maintenance of residential grounds means application of the same general ecological/biological principles described in Exhibit D for agricultural production practices.

11.5 Maintenance and Repair of Other Site Amenities The Lessee will undertake all needed major and minor maintenance, repairs, or replacement of any and all alterations or improvements to the Premises made in the course of implementing the Lessee's agricultural and related enterprises described in Section 6 and Exhibit C. This includes, but is not limited to:

- a. Existing and/or Approved agricultural or other buildings;
- b. Existing and/or Approved fences of all sorts;
- c. Existing and/or Approved agricultural and non-household water systems – wells, ponds, pumps, lines, etc.; and
- d. Existing and/or Approved and additional farm roads and drives -- maintenance of grade and surface.

11.6 Project submittals and approvals – Lessee must submit all project submittals to the Lessor including as much detail as required by Lessor. The Lessor has established the POD process as the primary means of compiling and submitting projects. In the event that an additional project is desired outside of the POD, the Lessor will similarly review the project but discourages the submittal of individual projects and may advise that the project be held and included in the next POD. Lessor will review all projects to ensure that NEPA and Section 106 compliance are met. Thus, the Lessee shall plan accordingly and allow for a review period of no less than 30 days acknowledging that dependent on the scope and scale of the project that additional review time may be required. The Lessor will notify the Lessee in writing of the outcome of the review. The Lessee may not proceed with a project until written approval is received.

Section 12. UTILITIES

The Lessor has provided for basic household utilities including water, sewage, gas, electrical, and telephone. The Lessee must contact and select service providers for these and other utilities (cable, Internet). The Lessee is responsible for all additional alterations or installation fees, including, but not limited to all modifications, extensions, and additions of utilities to implement all Lessee improvements. The Lessee is responsible for all fees and charges for utilities provided to the Premises.

Section 13. INSURANCE AND INDEMNIFICATION

13.1 Insurance During the Lease Term – At all times during the Lease Term and at the Lessee's sole expense, it shall obtain and keep in force for the benefit of the Lessee and Lessor the following insurance coverage:

13.2 Property Insurance – An all risk or special form, including fire, vandalism and malicious mischief insurance. The amount of such insurance shall be the full insurable replacement value of the Premises. All such policies shall specify that proceeds shall be payable whether or not any improvements are actually rebuilt.

13.3 Worker's Compensation and Employer's Liability Insurance – Worker's compensation insurance in the statutory amounts and coverage required under worker's compensation, disability and

similar employee benefit laws applicable to the Premises and to the Lessee's use and occupancy of the Premises hereunder; and employer's liability insurance, with limits of not less than one hundred thousand dollars (\$100,000) for bodily injury per incident and one million dollars (\$1,000,000) aggregate, or such higher amounts as may be required by law.

13.4 General Liability – Comprehensive Farm Liability and/or Commercial General Liability through one or more primary and umbrella liability policies against claims for bodily injury and property damage occurring on the Premises, the improvements thereon, or the streets, curbs or sidewalks adjoining the Premises, with such limits as may be required by the Lessor, but in any event not less than one million dollars (\$1,000,000) per incident and two million dollars (\$2,000,000) aggregate for the Premises. Such insurance shall insure the performance by the Lessee of its indemnity obligations under Section 13.10 of this Lease.

13.5 Other – All other insurance that the Lessee should maintain to adequately protect the Premises, Lessor, and Lessee. If the general liability coverage obtained in compliance with Section 13.4 does not include the Lessee's off-Premises farm related activities (such as sales at the farmers markets), the Lessee must secure additional coverage.

13.6 Conditions on Insurance – The policy or policies required under Section 13.1, 13.4, and 13.5 shall provide that in the event of loss thereunder, the proceeds of the policy or policies shall be payable to the Lessee to be used solely for the rehabilitation, repair, or maintenance of the property damaged or destroyed, as approved and directed by the Lessor, with any balance of the proceeds not required for such rehabilitation, repair, or maintenance to be paid to the Lessee; provided, however, that the insurer, after payment of any proceeds to the Lessee, will have no obligation or liability with respect to the use or disposition of the proceeds by the Lessee.

All property and general liability insurance hereunder shall name the United States of America, National Park Service, Cuyahoga Valley National Park as an additional insured.

All of the insurance required under this Lease and all renewals thereof, shall be issued by one or more companies of recognized responsibility licensed to do business in Ohio with a financial rating of at least a Class B+ (or equivalent) status, as rated in the most recent edition of Best's Insurance Reports (or equivalent) or as otherwise acceptable to the Lessor.

All policies provided for herein expressly must provide that such policies may not be cancelled, terminated, or altered without thirty (30) days prior written notice to the Lessor. The Lessee must provide to the Lessor a copy of each policy and a certificate of the policy executed by a properly qualified representative of the insurance company evidencing that the required insurance coverage is in full force and effect on or before the Commencement Date, and annually thereafter. The Lessee shall maintain all policies provided for herein throughout the term of the Lease, and the Lessee shall renew such policies before the expiration of the term of the policy.

From time to time, as conditions warrant, the Lessor may modify the types and levels of insurance required in this Lease, provided that any additional requirements must be reasonable and consistent with the types of insurance a prudent businessperson would purchase in similar circumstances.

13.7 Disposition of Insurance Proceeds – All insurance proceeds received by or payable with respect to damage or destruction of the Premises (except proceeds of insurance covering loss or damage of the Lessee's Personal Property), less actual expenses incurred in connection with their collection, shall be held by the Lessee in an interest bearing account, with all interest accrued thereon deemed proceeds of insurance for purposes of this Lease. However, if required by the Lessor, an insurance trustee acceptable to the Lessor shall hold such proceeds for application in accordance with this Lease.

13.8 Inadequate Insurance Coverage – The Lessee's responsibilities under this Lease for the repair or replacement of the Premises assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers. No approval by the Lessor of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a

representation by the Lessor of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.

13.9 Continuity of Operations Insurance – If the Lessee obtains insurance that provides for the replacement of business income upon the interruption of business operations, the proceeds of such policies shall be included in Gross Revenue.

13.10 Indemnity – The Lessee, its employees, and agents shall indemnify, defend, save and hold the Lessor, its employees, successors, agents and assigns, harmless from and against, and reimburse the Lessor for: any and all claims, demands, damages, injuries, losses, penalties, fines, costs, liabilities, causes of action, judgments, and expenses, including without limitation, expenses incurred in connection with or arising in any way out of this Lease, the use, occupancy or manner of use or occupancy of the Premises by the Lessee or any other person or entity. The Lessee shall not be liable to the extent that the damages, expenses, claims or suits result from the willful misconduct or gross negligence of the Lessor, or its employees, contractors, or agents. The Lessor shall be liable for the tortious actions of government officials to the extent authorized by the Federal Tort Claims Act or as otherwise expressly authorized by law. The provisions of this Article shall survive any termination of this Lease.

Section 14. LIENS

14.1 Limitation of Liens – The Lessee will have no power to do any act or to make any contract that may create or be the foundation for any lien, mortgage, or other encumbrance upon the reversion, fee interest or other estate of the Lessor, or of any interest of the Lessor in the Premises, except for such actions or contracts contemplated and taken in accordance with the Lease and as expressly approved by the Lessor prior to undertaking such action to create an encumbrance.

14.2 Assumption of Lessee Responsibilities – Any encumbrance approved by the Lessor pursuant to Section 14.1 must provide that in the event of foreclosure, the holder of the lien will assume the responsibilities of the Lessee under this Lease or to select a new Lessee subject to the approval of the Lessor. Additionally, no encumbrance may grant the holder of the lien the ability or authority to alter or amend the terms of this Lease without the express written agreement of the Lessor.

14.3 Discharge of Liens by Lessee – The Lessee shall not suffer or permit any liens known to the Lessee to stand against the Premises for any reason. If a lien is filed against the Premises, the Lessee shall cause it to be discharged of record within sixty calendar (60) days after notice to the Lessee of filing the lien. If the Lessee fails to discharge or contest the lien within this period and the failure shall continue for a period of fifteen calendar (15) days after notice by the Lessor, then, in addition to any other right or remedy of the Lessor, the Lessor may, but shall not be required, to procure the discharge of the lien either by paying the amount claimed to be due, by deposit in court, or by bonding. All amounts paid or deposited by the Lessor for any of these purposes, and all other expenses of the Lessor and all necessary disbursements in connection with them, shall become due and payable forthwith by the Lessee to the Lessor upon written demand therefore as additional Rent.

14.4 No Consent or Waiver by Lessor – Nothing in this Lease shall be deemed to be or be construed in any way as constituting the consent or request of the Lessor, expressed or implied, by inference or otherwise, to any person, firm or corporation, for performance of any labor or the furnishing of any materials in connection with the Premises.

Section 15. ASSIGNMENTS AND SUBLETTING

15.1 Transferability – The Lessor is entering into this Lease to implement the particular and unique proposal offered by the Lessee, and in reliance on the particular and unique skills and reputation of the Lessee. The Lessor would not enter into this Lease except for such particular and unique proposal, skills, and reputation. The Lessor and the Lessee, therefore, expressly agree that the Lessee shall not transfer its interest in this Lease without the prior express written approval of the Lessor. Any transfer of the right

to occupy and operate the Premises shall be contingent upon the Lessee and the potential transferee satisfactorily demonstrating to the Lessor that such transfer will result in equal or superior management of the Premises, specifically:

- a. That the potential transferee is financially and managerially capable of performing the obligations of the Lessee including, without limitation, those requirements set out in Sections 2, 6, 7, 11, Exhibit D, and the most current POD for the Premises; and
- b. That the potential transferee is financially and managerially capable of carrying out the terms of this Lease; and
- c. If the Lessee is a partnership (including a limited partnership, a limited liability partnership, or a limited liability company), this Section 15.1 applies to the transfer of a partnership interest or an interest in the limited liability company. If the Lessee is a corporation, this Section 15.1 applies to the transfer of stock by a shareholder, where such transfer effects a change in control of the corporation.

15.2 Assignment and Subletting – The Lessee shall not assign this Lease, in whole or in part, or any property on the Premises, nor sublet the Premises or any part thereof or any property thereon, nor grant any interest, privilege, or license whatsoever in connection with this Lease without the express prior written permission of the Lessor.

15.3 Rights and Responsibilities of Successors – The Lessor and Lessee agree that this Lease shall be binding upon, to the benefit of, and be enforceable by their respective assigns and/or any successors in interest.

Section 16. DEFAULTS AND LESSOR'S REMEDIES

16.1 Default – This Lease is made upon the express condition that should the Lessee fail to keep and perform any of the covenants, agreements or conditions hereof, including but not limited to the Covenants set forth in Sections 6, 7, and Exhibit D, this Lease shall become null and void at the option of the Lessor.

16.2 Notice of Default – Before the default is effective, the Lessor shall first give the Lessee written notice, as set out in Section 24, of the Lessor's intention to terminate this Lease and regain possession of the Premises. This notice shall set forth the specific default under the Lease and the Lessor's intention to re-enter the Premises and declare this Lease forfeited if such default continues.

16.3 Time to Cure – The Lessee must cure monetary defaults within 30 days after notice is given.

For non-monetary defaults that ordinarily can be corrected within 60 days, the Lessee must cure these defaults within 60 days after the notice is given.

If the non-monetary default is one that would ordinarily take more than 60 days to cure, then, within 60 days following the receipt of the notice described in Section 16.2, the Lessee must present to the Lessor a written plan to cure the default. The plan must outline the proposed cure and set reasonable goals and reporting dates toward completion of the cure. The Lessor will have 30 days to revise or approve the plan to its satisfaction following the receipt of the plan. If the Lessor does not approve the plan within this 30-day period, the Lease shall terminate.

16.4 Failure to Cure – If the Lessee does not cure the default or present a plan for the cure, as applicable, within the applicable period, then the Lessor shall be entitled to the possession of the Premises and may enter into and upon the same or any part thereof and repossess the same and expel the Lessee and those claiming through or under the Lessee and remove its effects without being guilty of

any manner of trespass and without any prejudice to any remedies that might otherwise be used for areas of rent or preceding breach of covenant.

16.5 Right to Immediate Possession – The Lessee shall neither use nor permit the use of the Premises for any improper or unlawful purpose. Any such improper or unlawful use shall work a forfeiture of this Lease agreement at the election of the Lessor, after which the Lessor shall have the right to immediately reenter and repossess the Premises without further notice to the Lessee, notwithstanding any other provision of this Lease.

16.6 Conditional Right to Transfer – In the case of non-monetary defaults, and at the sole discretion of the Lessor, should the Lessee neither cure the default nor present a satisfactory plan to cure the default within the 60 day period, upon the written request of the Lessee, the Lessor may grant to the Lessee a conditional right to attempt the transfer of the Lessee's interest according to the terms of Section 15.1. The Lessee must submit such a request to the Lessor within the 60 day cure period. Should the Lessor grant this option to the Lessee, the transfer process must be completed within twelve months from the date of the Lessor's applicable notice of default. During this period the Lessee must maintain the conditions of the Premises as set out in Sections 11.

16.7 Consequences of Bankruptcy – The parties agree that this Lease shall terminate upon the filing or execution of:

- a. A petition in bankruptcy by or against the Lessee;
- b. A petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor;
- c. An assignment for the benefit of creditors;
- d. A petition or other proceeding against the Lessee for the appointment of a trustee, receiver, liquidator; or
- e. The taking by any person of the leasehold created hereby or any part thereof upon execution, attachment, or other process of law or equity.

16.8 No Waiver of Rights by the Lessor – No failure by the Lessor to insist upon the strict performance of any term, covenant, agreement, provision, condition, or limitation of this Lease, or to exercise any right or remedy upon a default hereunder, or acceptance by the Lessor of full or partial rent during the continuance of any default, shall constitute a waiver of any such default or of such term, covenant, agreement, provision, condition, or limitation. No waiver of any default shall affect or alter this Lease, but each and every term, covenant, agreement, provision, condition, and limitation of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default.

Section 17. LESSOR'S RIGHTS TO CURE DEFAULTS

If the Lessee fails or neglects to perform any act or responsibility required herein to be done or performed, and fails to cure within the applicable cure period provided in Section 16, then the Lessor may, but shall not be required to, do or perform or cause to be done or performed any other act or correction, including entering upon the Premises for such purposes. The Lessor shall not be held liable or in any way responsible for any loss, disturbance, inconvenience, annoyance, or damage resulting to the Lessee on account of exercising rights under this Section. The Lessee shall repay to the Lessor, upon demand, the entire expense of the Lessor's exercising its rights, including, without limitation, compensation to the agents, consultants and contractors of the Lessor and related expenses. The Lessor may act upon shorter notice or no notice at all if necessary in the Lessor's judgment to meet an emergency situation or governmental time limitation or to protect the Lessor's interest in the Premises. Any act or correction done by the Lessor pursuant to the provisions of this Section shall not be or be

construed as a waiver of any such default by the Lessee, or as a waiver of any term, covenant, agreement or condition herein contained or of the performance thereof.

Section 18. ALTERNATIVE DISPUTE RESOLUTION

In the event of any dispute between the Lessor and Lessee relating to or arising out of the Lessee's performance of non-monetary obligations under this Lease, the Lessee and Lessor shall meet promptly with a representative of the Cuyahoga Valley Countryside Conservancy (CVCC) in an effort to resolve the dispute expeditiously. If the dispute is not resolved by this process, the matter may be presented to the CVCC's full Trustee Board for further review and recommendation. While such mediation and recommendations shall not be legally binding, the Lessor and Lessee shall give them good faith consideration.

Section 19. SURRENDER AND VACATING OF PREMISES

On or before the date of expiration, termination, or revocation of this Lease, the Lessee shall surrender and vacate the Premises, remove its personal property therefrom, and return the Premises, including the FF&E and the improvements to as good order and condition as that existing as of the commencement date of the Lease, damages due to ordinary wear and tear excepted. If the Lessee fails or neglects to remove its personal property, then, at the Lessor's option, the Lessee's personal property shall either become the property of the Lessor without compensation therefore, or the Lessor may remove the Lessee's property and store it in a public warehouse at the expense of the Lessee. In either case, the Lessee will have no claim for damages against the Lessor, its officers or agents.

At the expiration, revocation, or termination of this Lease, the Lessor and Lessee shall prepare an Inventory and Condition Report of the Premises, similar to the report prepared by the Lessor pursuant to Section 3.3. This report will constitute the basis for settlement by the Lessee to the Lessor for FF&E, or improvements shown to be lost, damaged, or destroyed during the term of the Lease. The Lessee shall either replace or return any lost, damaged, or destroyed items to the condition required pursuant to this Section, ordinary wear and tear excepted or, at the election of the Lessor, reimburse the Lessor for such items at the then current replacement value.

Section 20. HOLDING OVER

This Lease shall terminate upon the Termination Date and any holding over or failure to vacate the Premises by the Lessee after the Termination Date shall not constitute a renewal of this Lease or give the Lessee any rights hereunder or in or to the Premises. For each day the Lessee occupies the Premises, in whole or in part, following the Termination Date, the Lessee shall pay rent at a rate of two times the prorated daily rent in effect on the date of Lease termination.

Section 21. REPRESENTATION AND WARRANTIES OF THE LESSEE

The Lessee hereby represents and warrants to the Lessor as follows:

The Lessee has the right, power, legal capacity, and authority to enter into and perform its obligations under this Lease, and to operate the Premises as contemplated by Lessee Farming Enterprise Proposal, Exhibit C.

No approval or consent of any other persons or agency is required in connection with the execution and performance of this Lease.

The Lessee has taken all necessary action to authorize the execution, delivery and performance of this Lease.

This Lease constitutes the legal, valid and binding obligation of the Lessee.

Section 22. REPRESENTATION AND WARRANTIES OF THE LESSOR

The Lessor hereby represents and warrants to the Lessee as follows:

The Lessor is an Agency of the United States of America.

The Lessor has taken all necessary action to authorize the execution, delivery, and performance of this Lease.

This Lease constitutes the legal, valid, and binding obligation of the Lessor.

The Lessor has made no representations or warranties, direct or implied, written or verbal, with respect to the Premises or any other property owned by the Lessor, except as specified in this Lease.

Section 23. COMPLIANCE WITH FEDERAL EQUAL OPPORTUNITY LAWS

The Lessee shall comply with the requirements of:

- a. Title VII of the Civil Rights Act of 1964 (as amended), as well as Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967;
- b. Title V, Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, Public Law 93-112 (as amended), which prohibits discrimination on the basis of disability and requires Government contractors and subcontractors to take Affirmative Action to employ and advance in employment qualified handicapped individuals;
- c. 41 C.F.R. Chapter 60, which prescribes affirmative action requirements for government contractors and subcontractors;
- d. The Age Discrimination in Employment Act of December 15, 1967 (as amended);
- e. The Americans with Disabilities Act, 42 U.S.C. Sections 12111 et seq.; and
- f. All other applicable laws relating to nondiscrimination in employment and in providing facilities and services to the public.

The Lessee shall do nothing in advertising for employees that will prevent those covered by these laws from qualifying for such employment.

Section 24. NOTICES

Any notice, consent or other communication required or permitted under this Lease shall be in writing and shall be delivered by hand, sent by courier including delivery services such as Federal Express, sent by prepaid registered or certified mail with return receipt requested, addressed as set forth below (or to such other or further addresses as the parties may designate by notice given in accordance with this Section), and shall be deemed to have been given on the earliest of:

- a. Receipt;

- b. One business day after delivery to a courier for overnight expedited delivery service; or
- c. Five business days after the date deposited in the United States mail, registered or certified, with postage prepaid and return receipt requested (provided that such return receipt must indicate receipt at the address specified).

If to the Lessor:

Superintendent
Cuyahoga Valley National Park
15610 Vaughn Road
Brecksville, Ohio 44141-3097

If to the Lessee:

Section 25. ANTI-DEFICIENCY ACT

The Lessee and Lessor agree that nothing contained herein shall be construed as binding the Lessor to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year or administratively allocated for the subject matter of this Lease, or to involve the Lessor in any contract or other obligation for the future expenditure of money in excess of such appropriations.

Section 26. GENERAL PROVISIONS

- A. No member or delegate to Congress or Resident Commission shall be admitted to any share or part of this Lease, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.
- B. This Lease shall not, nor be deemed nor construed to, confer upon any person or entity, other than the parties hereto, any right or interest, including, without limiting the generality of the foregoing, any third party beneficiary status or any right to enforce any provision of this Lease.
- C. The Lessor may not extend this Lease. The Lessee has no rights of renewal of this Lease, or rights of any nature to an award of a new Lease upon the expiration or termination of this Lease for any reason. This Lease provides no rights entitling the Lessee, its sub-Lessees, tenants, or assigns, to claim benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as it now exists or hereafter may be amended. Further, by executing this Lease, the Lessee expressly waives any and all benefits it may have under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as it now exists or hereafter may be amended.
- D. The Lessee, at the Lessee's expense, must comply with any statutory requirements for recording the Lease.
- E. The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.
- F. In case any one or more of the provisions of this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such holding shall not affect any other provision of this Lease. This Lease, consequently, shall be construed as if such invalid, illegal or unenforceable provision(s) had not been contained herein.
- G. Article headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way limiting, prioritizing, or amplifying the provisions hereof.

- H.** The laws of the United States shall govern the validity, construction, and effect of this Lease.
- I.** This instrument constitutes the entire agreement between the Lessor and Lessee with respect to the subject matter hereof and supersedes all prior offers, negotiations, oral and written. This Lease may not be amended or modified in any respect whatsoever except by an instrument in writing signed by the Lessor and Lessee.
- J.** The voluntary surrender of this Lease by the Lessee to the Lessor, or a mutual cancellation thereof, or the termination thereof by the Lessor pursuant to any provision contained herein, shall not work a merger. At the option of the Lessor, the voluntary surrender or mutual cancellation shall either terminate any or all existing subleases or sub-tenancies hereunder, or operate as an assignment to the Lessor of any or all of such subleases or sub-tenancies.
- K.** As permitted by regulation (36 C.F.R. § 7.17, as it now exists or hereafter may be amended) the possession and consumption of alcoholic beverages on the Premises is hereby authorized for private consumption for the term of the Lease. The selling of alcoholic beverages is subject to other NPS approval and all other applicable state and local permit requirements.
- L.** If more than one Lessee is named in this Lease, each Lessee shall be jointly and severally liable for performance of the obligations of this Lease.
- M.** Any and all remedies available to Lessor for the enforcement of the provisions of this Lease are cumulative and are not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law, or both. Lessee shall be liable for any costs or expenses incurred by Lessor in enforcing any term of this Lease, or in pursuing legal action for the enforcement of Lessor's rights, including, but not limited to, court costs.

Section 27. ADDENDUMS AND MODIFICATIONS

Addendums and modifications to the terms and conditions of the lease can be made with Superintendent approval, given said addendum or modification is consistent with NPS regulations and policies, subject to mutual agreement of the Lessee and Lessor.

IN WITNESS WHEREOF, the Regional Director, Midwest Region, National Park Service, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary of the Interior and Director of the National Park Service as Lessor, and the Lessee have executed this Lease by proper persons thereunto duly authorized as of the dates written below.

THE UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE

LESSOR

THE UNITED STATES DEPARTMENT OF THE INTERIOR,
National Park Service

By _____ Date: _____, 2008

Midwest Region

By _____ Date: _____, 2008

Cuyahoga Valley National Park

LESSEE

By _____ Date: _____, 2008

██████████

By _____ Date: _____, 2008

██████████

2020-R13 A
Exhibit "A" Amended

LEASE AGREEMENT FOR

DRAFT LEASE AGREEMENT

This Lease Agreement ("Lease") is made this ____ day of _____, 2020, by and between the
("Lessor") whose principal place of business is _____ and
("Lessee") whose address is _____

1. **Premises.** Lessor is the owner of 167 acres of property generally known as _____ which includes the _____ which has a mailing address of _____ (the "Premises"). Lessor agrees to rent to Lessee the Premises, including adjacent barn and related out buildings and farmland as detailed in the map attached as Exhibit "A". Lessee agrees to use the property as their personal residence and a commercial farming operation.

2. **Effective Date of Lease.** The term of this Lease shall commence on the ____ day of _____, 2020.

3. **Initial Term.** The initial Lease Term shall be ten (10) years beginning on the first day of April 2020 and ending on the 31st day of March 2030. Lessee shall also have the option to extend the Lease for four (4) additional terms of 5 years upon mutual agreement of Lessor and Lessee if the Premises is not needed for any municipal purpose by the Lessor. Lessee may execute the options by giving Lessor written notice of their intent to exercise the option at least ninety (90) days prior to the expiration of the current extension period. Lessor shall have thirty (30) days from receipt of written notice from Lessee of their intent to refuse the option.

4. **Early Termination of Lease.**

A. **Option of Lessor to Terminate** - If this Lease is terminated by the Lessor prior to the expiration of the term provided in Section 3, all the rights of the Lessee under this Lease and in the Premises shall terminate. If the Lease is terminated for default, the Lessee is entitled to no compensation for any losses or injury resulting from Lessee's default. The Lessee acknowledges the sovereign right of the Lessor to cancel this Lease at any time to the extent otherwise provided by law. Unless the Lease is terminated for default, the Lessor shall provide a 180-day notice of termination.

B. **Option of Lessee to Terminate** - The Lessee may terminate this Lease, without penalty, on giving a written notice to the Lessor of the intent to terminate at least 180 days prior to the date of intended termination. This period of notice may be reduced to 30 days should Lessee experience permanent disability or death. The notice of termination shall contain the date for the intended termination of the Lease. The intended termination date shall operate as if that date were the time originally fixed for the termination of this Lease, and all provisions of this Lease that are to become effective on termination shall become operative or effective on that date.

The giving of notice required in this section shall not release the Lessee from the full and faithful performance of all terms and conditions of this

Lease during the continued occupancy of the Premises by the Lessee after such notice and until the Lessee vacate and surrenders the Premises, whether on the date of the intended termination or at the conclusion of any period during which the Lessee holds over after the date contained in the notice.

- C. **Refund of Prepaid Rent** – If the Lease is terminated before the end of the term as set out in Section 3, the Lessee may be entitled to a proportional refund of any prepaid rent authorized by Section 5.
- D. **Abandonment** – The Lessor may reenter and repossess the Premises, and declare the term of this Lease forfeited, if the Lessee deserts or vacates the Premises for 14 or more consecutive days. The Lessor may pursue all remedies available under this Lease or as provided by law.
- E. **Ownership of Growing Crops** - If the Lease is terminated for default, at the Lessor’s election, the Lessor shall have the right to own and possess all crops both harvested and unharvested. Upon an early termination for convenience of the Lessor or at the option of the Lessee as provided in Section 4(B), the Lessee shall have the right to own and possess all harvested and unharvested crops for the Lease Year during which this Lease is terminated.

5. **Rent.** Lessee shall pay Lessor a monthly rent as outlined below for the Farmstead. The Hartong Farmstead includes the farmhouse, barn, other agricultural outbuildings and farm field. (See Exhibit A) The rent amount shall be adjusted as shown from the initial date of the lease:

- Year 1-2 \$1000.00
- Year 3-5 \$1100.00
- Year 6-10 \$1200.00
- Year 11-15 \$1300.00
- Year 16-20 \$1400.00
- Year 21-25 \$1500.00
- Year 26-30 \$1600.00

- A. The first month’s rent is due upon execution of this Lease Agreement. The monthly rent shall be due on the first day of each month beginning with the first full month of the Lease Term. The Lessee shall pay pro-rata rent for the period Lessee occupies the Premises prior to the first full calendar month of the Lease Term.
- B. Any rent payment required under this Agreement which is not made within ten (10) days of the date that it is due, shall be assessed a late charge equal to 10% of the monthly rental amount. All rent payments not made within thirty (30) days of the date they are due, shall be assessed interest at the rate of 15% per annum. Lessor also agrees that Lessee shall be charged the amount of Fifty Dollars (\$50.00) if any bank check given by Lessee to Lessor in payment of rent is returned to Lessor for

reason of insufficient funds. This charge shall be in addition to any late charges and interest due pursuant to the above Terms of the Lease.

- C. The Lessee shall pay a security deposit in the amount of \$1000.00.
- D. Pets will require an additional security deposit of \$500.00. No more than two (2) pets will be permitted. Lessee will be required to divulge number and type of pets. Also please note it is _____ policy that pets in _____ be on a leash at all times.

6. **Utilities.** The Lessor has provided the necessary infrastructure for basic household utilities including water, sewage, gas, electric, and telephone. The Lessee must contact and select service providers for these and other utilities (Cable, Internet). The Lessee is responsible for all additional alterations or installation fees, including, but not limited to all modifications, extension, and additions of utilities to implement all Lessee improvements. The Lessee is responsible for all fees and charges for utilities provided to the Premises.

7. **Real Estate Taxes and Assessments.** The Lessor shall be responsible and pay all real estate taxes assessed against the Property.

8. **Agricultural Use Covenants.**

- A. **Agricultural Purposes of the Lease** - The Lessor enters into this Lease to implement the particular and unique proposal contained in Exhibit "B": Lessee Farming Enterprise Proposal (incorporated by reference). As basis for selection, the Lessee's Farm Enterprise Proposal forms the Lessee's obligations for farming under this Lease, excepting any modifications that may be approved in writing by the Lessor in the course of approving the Lessee's Proposed Operations and Development Plan. The Lessee acknowledges a responsibility to actively and affirmatively implement its proposal for the entire term of the Lease.
- B. **Agricultural Practices** - All Agricultural practices on the Premises must conform with applicable Federal, State and local laws and regulations, except as those laws and regulations may be superseded by Agricultural guidelines of the Lessor. The Lessor will not allow any agricultural use or activity that would cause unacceptable adverse impacts on _____ resources, values, or purposes. The Lessee must comply with applicable public health and safety regulations regarding food service and distribution. Furthermore, all agricultural activities and livestock operations that take place in Lessor's parks shall be conducted in accordance with accepted best management practices that protect vegetation and wildlife and its habitat, safeguard sensitive species, control proliferation of exotic species, conserve soil, protect riparian areas and ground water, avoid toxic contamination, and preserve cultural sites. Specific required Agricultural management practices follow:

1. **Pest Management/Pesticide Use** - The Lessee must submit their proposed Integrated Pest Management (IPM) practices for review and approval by the City. The _____ promotes cultural and biological means of pest control over chemical means. Cultural control measures include such practices as crop rotation, companion planting, manual removal of pests. Biological pesticides, control agents such as predators or parasites, and bioengineered/genetically-modified products or crops are subject to the same IPM review process as pesticides. Some agents may require additional compliance before approval.
2. **Use of Water Resources** – The Lessee’s use of surface waters and groundwater will comply with applicable Ohio water rights laws, and applicable _____ EPA guidelines. The Lessee will follow a reasonable use doctrine to ensure that farm uses of water do not adversely affect downstream uses.
3. **Farming of Woodlands** – The farming of woodlands (e.g., syrup production, mushrooms, and medicinal plants) is not an approved activity and requires additional _____ approval. However, the Lessee may tap trees that are clearly within leased yards and fields upon the prior written approval of the Lessor.
4. **Composting** – All plans for composting must be approved by the Lessor before the Lessee may implement such plans. The preferred method for disposal of dead livestock is on-farm composting. Lessees must be certified to conduct on-site livestock composting through completion of the Ohio State University Extension program “Livestock Mortality Composting Educational Training” as outlined by Ohio Department of Agricultural guidelines before undertaking such composting.

C. **Annual Farm Report (AFR)** - The Lessee will prepare an AFR for Lessor’s approval including the Year End Review for the year ending, and the Proposed Operations and Development Plan (“POD”) for the coming year. The Lessee will submit the AFR to the Lessor by January 15th of each year. The Lessor will review the AFR within thirty days following receipt. Lessor will review and respond to Annual Operating plans in a timely manner. An annual evaluation report will be created by the _____ to ensure the Lessee is caring appropriately for premises, to determine City’s maintenance schedule for premises, and to ensure the Lessee is making acceptable progress toward their proposed plan. Annual Operating plan review and annual safety maintenance inspections of premises will be used to develop said evaluation. Inspections will be scheduled appropriately and with cooperation by the Lessee and Lessor. Approval of the POD subsection/s will constitute an amendments/s to the Lessee’s Farming Enterprise Proposal (Exhibit “B”).

Should the Lessor determine that the Lessee is not making sufficient progress toward plan goals, or if the Lessee fails to comply with the agreed terms of this agreement, the Lessor, may establish a 30 day probationary period, during which satisfactory progress must be made and compliance demonstrated. If Lessee fails to demonstrate compliance to the satisfaction of the

Lessor, at the completion of the probationary period, the Lessor may terminate this Lease, with or without further just cause.

Additionally, chronic non-compliance of the AFR of repeated probationary periods, shall also constitute just cause to terminate the lease.

D. **Default of Agricultural Use Covenants** - Lessor and Lessee expressly agree that Lessee must implement its proposal in full accord, harmony, and compliance with the Agricultural Use Covenants in this Lease, and with the Lessor's Sustainable Agricultural Guidelines set forth in Exhibit "C". The Lessor and Lessee expressly acknowledge that the Lessee must have the prior written approval of the Lessor for any agricultural activity or practice occurring on the Premises or otherwise associated with the approved enterprise. The Lessee's failure to observe, keep, perform, or fulfill the requirements of the Lessee's POD and the requirements of this Section, will constitute a default causing this Lease to become null and void at the option of the Lessor.

9. **Non-Agricultural Use Covenants.**

A. **General Uses** - As directed by Lessor, the Lessee must discontinue any activity or use of the Premises inconsistent with the natural and cultural resource management objectives or that is determined by Lessor to be inappropriate in a park setting.

B. **Occupancy** - The Lessee must occupy the residence. Any occupancy arrangement that does not include the Lessee requires the prior written approval of the Lessor.

C. **Public Engagement** - As defined in the RFP, the Lessee agrees to engage with the public beyond a business customer relationship. The Lessee agrees to engage and interact with the public at minimum as described in their proposal. When appropriate and within reason, the Lessee agrees to work with the on public events and engagements specific to the Premises. The Lessee also agrees to interact with the public in a professional, positive manner at all times.

D. **Commercial Activities** - All Commercial Activities of Lessee must be approved by the Lessor in the Lessee's POD or by other written form, including approval of On-Premises Product and Service Sales and Off-Premises Products and Service Sales.

E. **Commercial Products and Service Review**- The Lessee may not offer any products or services for sale without the prior written approval of the Lessor, which shall not be unreasonably withheld, conditioned, or delayed, regarding the nature, type, quantity and quality of such products and services.

F. **Promotional Material**- The Lessee must submit all promotional material, regardless of media format (i.e., printed, electronic, broadcast media), in connection with the services provided under this Lease to the Lessor for review and approval prior to use.

G. **Advertisements and Other Signs** - The Lessee may not post on the Premises signs, including those advertising the Lessee's activities, without the Lessor's prior express written approval of the size and content of the signs and the time period during which the signs may be posted.

H. **Special Events**- Any events, activities, or other public uses which have not been otherwise approved in the Lessee's POD require the Lessor's written approval.

I. **Provision for Public Parking**- In the event the Lessee desires to provide, within the Premises, parking for public or customer visitation to the Premises, the Lessee must first secure the prior written approval of the Lessor regarding the location, design, construction materials, and traffic pattern and control related to such parking.

J. **Site and Ground Disturbance** - The Lessee may not alter the landscape of the Premises in any way that does not correspond to the uses set forth in this Lease. The Lessee must submit a written request for site and/or ground changes, and may not proceed to make such changes until the Lessor approves the request in writing. The Lessor shall respond to written requests in a timely manner and will not unreasonably withhold approval of such proposed changes.

Topography - The Lessee will maintain the general topography of the landscape in its present condition and will undertake no excavation or topographic changes until the Lessor expressly has approved the changes in writing.

Dumping and Material Storage - The Lessee may not dispose or dump ashes, trash, or other materials. The Lessee may not place or store unsightly foreign material upon the Premises. This prohibition shall not be construed as prohibiting the temporary, short-term storage of construction or agricultural supplies necessary to the operation of the agricultural enterprise described in the Annual Operating Proposal.

Tree and Vegetation Removal - The Lessee shall not remove trees, tree limbs larger than 1" or other vegetation until the Lessor expressly has approved the same in writing. Due to the potential impact to endangered Indiana Bats, permission will not be granted for the cutting of trees or tree limbs between April 1 and September 30. For circumstances where there is an immediate threat to safety or property, a waiver to this policy may be requested, on a case-by-case basis.

Fire Prevention and Suppression - The Lessee may not burn brush, construction debris or similar materials within the Premises. The Lessee must take all reasonable precautions to prevent forest, brush, grass, and structural fires and assist the Lessor in extinguishing any fires on the Premises.

K. **Harvesting Wood** - The Lessor may give written permission to the Lessee to collect downed firewood for personal use within the Premises, but not for commercial purposes.

Under no circumstances does this Lease allow the Lessee to collect wood outside leased properties.

L. **Wildlife** - Small-scale artificial wildlife housing and feeding is allowed near occupied buildings (e.g., bird feeders, birdhouses), as approved by the Lessor. No other feeding of wildlife will be permitted.

10. **Compliance With Applicable Laws.** The Lessee, at its sole expense, shall comply with all applicable laws, ordinances, rules, and regulations of the United States. The Lessee also shall comply with the lawful requirement of all applicable State, County, and local governmental entities where the Premises are located with regard to construction, sanitation, licenses or permits to do business, and all other matters. Lessee must consult with Lessor regarding applicability of such laws and regulations prior to making application to any governmental entity. The Lessee shall provide to the Lessor copies of all license, verifications, use and occupancy permits, or other permits prior to engaging in activities requiring a permit. The Lessee shall give the Lessor immediate written notice of any notice of violation of applicable laws, ordinances, rules, and regulations received by or on the behalf of the Lessee. At the Lessee's sole expense, it shall rectify any such violation promptly.

11. **Rehabilitation and Maintenance of Premises.**

A. **Lessor's Pre-Lease Rehabilitation** - The Lessor has undertaken significant and sufficient repair and rehabilitation of the Premises to:

1. Make it readily habitable by the Lessee;
2. Make it readily usable by the Lessee for the agricultural and related purposes set out in Section 8 of this Lease;
3. **Degrees of rehabilitation:** The Lessor notes that differing treatment levels between the residence and outbuildings have been applied. **Residence:** the Lessor has undertaken all structural treatments necessary for immediate and satisfactory occupancy.
4. Establish the baseline conditions and standards that the Lessor expects the Lessee to observe and maintain during the Lease Term. These baseline conditions include but are not limited to the "as-is" conditions and expectations specified in Sections 8, 9, and 10.
5. "As-Is" Condition of the Premises – The Lessee agrees to take the Premises and all improvements thereon in their existing "as-is" condition. The Lessee acknowledges that in entering into this Lease, it does not rely on, and the Lessor does not make, any express or implied representations or warranties as to any matters including, without limitation:
 - a. The suitability of the soil or sub-soil;

- b. Any characteristics of the Premises or improvements thereon;
- c. The suitability of the Premises for the intended use;
- d. The likelihood of deriving trade from or other characteristics of the Park Area;
- e. The economic or programmatic feasibility of the Lessee's use and occupancy of the Premises;
- g. Hazardous materials on or in the vicinity of the Premises. Lessor represents and warrants that Lessor has disclosed any known hazardous materials on the Premises to Lessee. Lessee acknowledges that there are no known hazardous materials on the premises known to Lessor. Lessor and Lessee shall each have a duty to disclose to the other any hazardous materials on the premises that become known hereafter. Hazardous materials on the premises that are discovered hereafter shall be a cause for Lessee to terminate the lease and vacate the premises upon 60 days of notice to Lessor so long as:
 - 1) Lessee did not cause the hazardous material
 - 2) The presence of the hazardous material precludes Lessee from using the Premises as intended by the terms of this Lease.
- h. Any other matter.

The Lessee has satisfied itself as to such suitability and other pertinent matters by the Lessee's own inquiries and tests into all matters relevant in determining whether to enter into this Lease. The Lessee accepts the Premises in its existing condition, and hereby expressly agrees that if any remedial repair, alterations, or rehabilitation is required in order to conform the Premises to the requirements of applicable laws, or for the Lessee's use, it shall assume sole responsibility for any such work except as expressly set forth in Section 11B.

- 6. Lessee's Due Diligence – Prior to entering into this Lease, the Lessee has made a thorough, independent examination of the Premises and all matters relevant to the Lessee's decision to enter into this Lease. The Lessee is thoroughly familiar with all aspects of the Premises and is satisfied that it is in an acceptable condition and meet the Lessee's needs.

B. **Lessor's Rehabilitation and Replacement Responsibilities** - The Lessor will be responsible for rehabilitation, repair, or replacement of the structural components and operating systems of those historic and non-historic buildings on the Premises that are assets of the Lessor as of the Commencement Date. The Lessor will not be responsible for maintenance or routine repairs or replacements requested for the purposes of cosmetic changes. The Lessor's responsibilities include maintaining the following in good and functional condition:

1. **Structural components** - Repair/replacement of foundations, floors, walls, and roof systems. Removal of insect infestations that could undermine the structural integrity of the building, such as termites or carpenter ants.
2. **Electrical** - Repair/ replacement of wiring, switches, fixtures, breakers, outlets and all other electrical components up to the standards in the Ohio Basic Building Code.
3. **Heating, ventilating, and air conditioning (if applicable)** – Replacement or repair of furnace, ductwork, A/C condenser, and thermostat.
4. **Water supply systems (household)** – Replacement or repair to wells, cisterns, sump pumps, pipes due to functional failure; faucets, tubs, toilets, and sinks due to functional failure.
5. **Sewer/Waste treatment** – Replacement or repair of pipes, septic lines, holding tanks, leach/evapotranspiration fields, sand filters, including necessary root removal.
6. **Exterior fabric** – Replacement of siding, trim, porches, steps, windows, and doors.
7. **Interior fabric** – no additional responsibilities after the initial rehabilitation unless structural in nature.
8. **Roofing** – Replacement of shingles, flashing, gutters, downspouts.
9. **Residence and Farm roads and drives** – Initial rehabilitation of grade, surface, and material with assistance in major flood events.

C. **Lessee's Routine and Cyclical Maintenance Responsibilities** - The Lessee will be responsible for all general maintenance of the historic and non-historic buildings Premises and their operating systems. The Lessee will perform all repair, rehabilitation, and maintenance of historic properties in a manner that meets the Secretary of the Interior's Standards for Historic Rehabilitation. See Exhibit "D" for the version of those standards in effect as of the

Commencement Date. The Lessee's repair and maintenance responsibilities include, but are not limited to:

1. **Electrical** – Fuses, light bulbs, and face plates.
2. **Heating, ventilating, air conditioning** – Replacement of filters, cleaning ductwork, and annual and routine maintenance of furnace and AC condenser per manufacturer recommendations.
3. **Fireplaces:** Because the farmhouse fireplaces are not the primary heat source for the farmhouse, inspection and repair is required of the lessee prior to use. City will require paperwork to verify inspection has been completed and work is code compliant.
4. **Water supply systems (household)** – Replacement of washers and gaskets as needed, performing routine maintenance as per manufactures recommendations, including draining hot water tank and removing any clogs in water lines excepting those lines outside of the residence unless caused by lessee negligent use.
5. **Sewer/Waste treatment** – Reoccurring scheduled maintenance of septic systems. Unblocking/repair of toilets or drainage/sewage lines due to neglect and cyclical and/or emergency septic pumping. **NOTE: *The Hartong Farmstead septic system is a residential system and cannot be used for commercial purposes or any purpose that would cause it to exceed capacity.***
6. **Interior fabric** - Painting, staining, or refreshing of surfaces, including walls, floors, ceilings, trim, windows, doors, built in cabinets and countertops.
7. **Roofing** – Cleaning gutters and maintaining downspouts in unblocked free-flowing condition ensuring positive drainage away from structure.

D. **Residential Grounds Maintenance** - Prior to occupancy, the Lessor will evaluate and remove all or portions of dead or dying trees located near the entrances of the residence on the Premises; if the trees represent a potential safety hazard to both the residential buildings and persons walking or moving in the area.

The Lessee will maintain residential grounds in an aesthetically pleasing and ecologically healthy manner at the Lessee's sole expense. The Lessee annually will evaluate and remove all or portions of dead or dying trees, located near the entrances of the residence on the Premises; if the trees represent a potential safety hazard to both the residential buildings and persons walking or moving in the area, subject to approvals specified under Section 9(F). Aesthetically pleasing is understood to include, but is not limited to, regularly mowed and managed lawn and any

ornamental plantings, and avoidance or removal of unsightly storage or parking of materials, equipment, and vehicles. The _____ shall provide mowing of all grassed areas for a period of two years from the initial lease date. In year three the Lessee shall be responsible for maintenance of all lands within the leased area boundaries. The Lessee is responsible for all aesthetic and utilitarian snow removal. Ecologically healthy maintenance of residential grounds means application of the same general ecological/biological principles for agricultural production practices.

E. **Maintenance and Repair of Other Site Amenities** - The Lessee will undertake all needed major and minor maintenance, repairs, or replacement of any and all alterations or improvements to the Premises made in the course of implementing the Lessee's agricultural and related enterprises described in Section 8 and Exhibit "B". This includes, but is not limited to:

1. Existing and/or Approved agricultural or other buildings;
2. Existing and/or Approved fences of all sorts;
3. Existing and/or Approved agricultural and non-household water systems – wells, ponds, pumps, lines, etc.; and
4. Existing and/or Approved and additional farm roads and drives – maintenance of grade and surface.

F. **Project submittals and approvals** - Lessee must submit all project submittals to the Lessor including as much detail as required by Lessor. The Lessee has established the POD process as the primary means of compiling and submitting projects. In the event that an additional project is desired outside of the POD, the Lessor will similarly review the project but discourages the submittal of individual projects and may advise that the project be held and included in the next POD. Lessor will review all projects to ensure that _____ Ordinance and the terms of Section 8 of this Lease are met. Thus, the Lessee shall plan accordingly and allow for a review period of no less than 30 days acknowledging that dependent on the scope and scale of the project that additional review time may be required. The Lessor will notify the Lessee in writing of the outcome of the review. The Lessee may not proceed with a project until written approval is received.

G. **No Smoking Policy** - To ensure long-term preservation of structures and to minimize fire danger, smoking is prohibited in all structures owned by the _____ and assigned under this Lease (residence, barn, garages, etc.). Smoking is defined as lighted cigarettes, cigars or pipes and any similar/related products.

12. Insurance and Indemnification. At all times during the Lease Term and at the Lessee's sole expense, it shall obtain and keep in force for the benefit of the Lessee and Lessor the following insurance coverage:

A. **Property Insurance** - Lessees will be responsible to secure renter's insurance for personal contents.

B. **Worker's Compensation and Employer's Liability Insurance** - In the event Lessee hires employees to work at the Hartong Farmstead initiative, Worker's Compensation insurance shall be required. Worker's Compensation insurance in the statutory amounts and coverage required under worker's compensation, disability and similar employee benefit laws applicable to the Premises and to the Lessee's use and occupancy of the Premises; and employer's liability insurance, with limits of not less than one hundred thousand dollars (\$100,000.00) for bodily injury per incident and one million dollars (\$1,000,000.00) aggregate, or such higher amounts as may be required by law.

C. **General Liability** - Comprehensive Farm Liability and/or Commercial General Liability through one or more primary and umbrella liability policies against claims for bodily injury and property damage occurring on the Premises, the improvements thereon, or the streets, curbs or sidewalks adjoining the Premises, with such limits as may be required by the Lessor, but in any event not less than one million dollars (\$1,000,000.00) per incident and two million dollars (\$2,000,000.00) aggregate for the Premises. Such insurance shall insure the performance by the Lessee of its indemnity obligations under Section 12(G) of this Lease.

D. **Other** - All other insurance that the Lessee should maintain to adequately protect the Premises, Lessor, and Lessee. If the general liability coverage obtained in compliance with Section 12(C) does not include the Lessee's off-Premises farm related activities (such as sales at the farmers markets), the Lessee must secure additional coverage.

E. **Conditions on Insurance** - The policy or policies required under Section 12(A), 12(B), and 12(C) shall provide that in the event of loss, the proceeds of the policy or policies shall be payable to the Lessee to be used solely for the rehabilitation, repair, or maintenance of the property damaged or destroyed, as approved and directed by the Lessor. The balance of the proceeds not required for such payment may be retained by the Lessee, who will have no obligation or liability with respect to the use or disposition of the proceeds by the Lessee.

All property and general liability insurance shall name the _____ as an additional insured.

All of the insurance required under this Lease and all renewals, shall be issued by one or more companies of recognized responsibility licensed to do business in _____ with a financial rating of at least A- status or better, as rated in the most recent edition of Best's Insurance Reports (or equivalent) or as otherwise acceptable to the Lessor.

All policies provided for the Lease expressly must provide that such policies may not be cancelled, terminated, or altered without thirty (30) days prior written notice to the Lessor. **The Lessee must provide to the Lessor a copy of each policy and a certificate of the policy executed by a properly qualified representative of the insurance company evidencing that the required insurance coverage is in full force and effect on or before the Commencement Date, and**

annually thereafter. The Lessee shall maintain all required policies throughout the term of the Lease, and the Lessee shall renew such policies before the expiration of the term of the policy.

From time to time, as conditions warrant, the Lessor may modify the types and levels of insurance required in this Lease, provided that any additional requirements must be reasonable and consistent with the types of insurance a prudent businessperson would purchase in similar circumstances.

F. **Disposition of Insurance Proceeds** - All insurance proceeds received by or payable with respect to damage or destruction of the Premises (except proceeds of insurance covering loss or damage of the Lessee's Personal Property), less actual expenses incurred in connection with their collection, shall be held by the Lessee in an interest bearing account, with all interest accrued thereon deemed proceeds of insurance for purposes of this Lease. However, if required by the Lessor, an insurance trustee acceptable to the Lessor shall hold such proceeds for application in accordance with this Lease.

G. **Indemnity** - The Lessee, its employees, and agents shall indemnify, defend, save and hold the Lessor, its employees, successors, agents and assigns, harmless from and against, and reimburse the Lessor for: any and all claims, demands, damages, injuries, losses, penalties, fines, costs, liabilities, causes of actions, judgments, and expenses, including without limitation, expenses incurred in connection with or arising in any way out of this Lease, the use, occupancy or manner of use or occupancy of the Premises by the Lessee or any other person or entity. The Lessee shall not be liable to the extent that the damages, expenses, claims or suits result from the willful misconduct or gross negligence of the Lessor, or its employees, contractors, or agents. The provisions of this Article shall survive any termination of this Lease.

H. The Lessor shall be responsible to secure general liability insurance and shall provide proof of coverage as requested by Lessee.

13. **Liens.**

A. **Limitation of Liens** - The Lessee will have no power to do any act or to make any contract that may create or be the foundation for any lien, mortgage, or other encumbrance upon the reversion, fee interest or other estate of the Lessor, or of any interest of the Lessor in the Premises, except for such actions or contacts contemplated and taken in accordance with the Lease and as expressly approved by the Lessor prior to undertaking such action to create an encumbrance.

B. **Assumption of Lessee Responsibilities** - Any encumbrance approved by the Lessor pursuant to Section 13(A) must provide that in the event of foreclosure, the holder of the lien will assume the responsibilities of the Lessee under this Lease or to select a new Lessee subject to the approval of the Lessor. Additionally, no encumbrance may grant the holder of the lien the ability or authority to alter or amend the terms of this Lease without the express written agreement of the Lessor.

C. **Discharge of Liens by Lessee** - The Lessee shall not suffer or permit any liens known to the Lessee to stand against the Premises for any reason. If a lien is filed against the Premises, the Lessee shall cause it to be discharged of record within sixty calendar days (60) after notice to the Lessee of filing the lien. If the Lessee fails to discharge or contest the lien within this period and the failure shall continue for a period of fifteen calendar days (15) after notice by the Lessor, then, in addition to any other right or remedy of the Lessor, the Lessor may, but shall not be required, to procure the discharge of the lien either by paying the amount claimed to be due, by deposit in court, or by bonding. All amounts paid or deposited by the Lessor for any of these purposes, and all other expenses of the Lessor and all necessary disbursements in connection with them, shall become due and payable forthwith by the Lessee to the Lessor upon written demand as additional Rent.

D. **No Consent or Waiver by Lessor** - Nothing in this Lease shall be deemed to be or be construed in any way as constituting the consent or request of the Lessor, expressed or implied, by inference or otherwise, to any person, firm or corporation, for performance of any labor or the furnishing of any materials in connection with the Premises.

14. **Assignments and Subletting.**

A. **Transferability** - The Lessor is entering into this Lease to implement the particular and unique proposal offered by the Lessee, and in reliance on the particular and unique skills and reputation of the Lessee. The Lessor would not enter into this lease except for such particular and unique proposal, skills, and reputation. The Lessor and the Lessee, expressly agree that the Lessee shall not transfer its interest in this Lease without the prior express written approval of the Lessor, which shall not be unreasonably withheld, conditioned, or delayed. Any transfer of the right to occupy and operate the Premises shall be contingent upon the Lessee and the potential transferee satisfactorily demonstrating to the Lessor that such transfer will result in equal or superior management of the Premises, specifically:

1. That the potential transferee is financially and managerially capable of performing the obligations of the Lessee including, without limitation, those requirements set out in Sections 5, 6, 7, 8, 9, Exhibit "B", and the most current POD for the Premises; and
2. That the potential transferee is financially and managerially capable of carrying out the terms of this Lease; and
3. If the Lessee is a partnership (including a limited partnership, a limited liability partnership, or a limited liability company), this Section 14 applies to the transfer of a partnership interest or an interest in the limited liability company. If the Lessee is a corporation, this Section 14 applies to the transfer of stock by a shareholder, where such transfer effects a change in control of the corporation.

B. **Assignment and Subletting** - The Lessee shall not assign this Lease, in whole or in part, or any property on the Premises, nor sublet the Premises or any part of any property, nor grant any interest, privilege, or license in connection with this Lease without the express prior written permission of the Lessor, which shall not be unreasonably withheld, conditioned, or delayed.

C. **Rights and Responsibilities of Successors** - The Lessor and Lessee agree that this Lease shall be binding upon, to the benefit of, and be enforceable by their respective assigns and/or any successors in interest.

15. **Defaults and Lessor's Remedies.**

A. **Default** - This Lease is made upon the express condition that should the Lessee fail to keep and perform any of the covenants, agreements or conditions hereof, including but not limited to the Covenants set forth in Sections 8, 9, and Exhibit "C", this Lease shall become null and void at the option of the Lessor.

B. **Notice of Default** - Before the default is effective, the Lessor shall first give the Lessee written notice, as set out in Section 21, of the Lessor's intention to terminate this Lease and regain possession of the Premises. This notice shall set forth the specific default under the Lease and the Lessor's intention to re-enter the Premises and declare this lease forfeited if such default continues.

C. **Time to Cure** - The Lessee must cure monetary defaults within 30 days after notice is given.

For non-monetary defaults that ordinarily can be corrected within 60 days, the Lessee must cure these defaults within 60 days after the notice is given.

If the non-monetary default is one that would ordinarily take more than 60 days to cure, then, within 60 days following the receipt of the notice described in Section 21, the Lessee must present to the Lessor a written plan to cure the default. The plan must outline the proposed cure and set reasonable goals and reporting dates toward completion of the cure. The Lessor will have 30 days to revise or approve the plan to its satisfaction following the receipt of the plan. If the Lessee does not provide the required plan, as described and within the required time, the Lease shall terminate.

D. **Failure to Cure** - If the Lessee does not cure the default pursuant to its approved plan to cure or does not present a plan for the cure, as applicable, within the applicable period, then the Lessor shall be entitled to the possession of the Premises and may enter into and upon the same or any part thereof and repossess the same and expel the Lessee and those claiming through or under the Lessee and remove its effects without being guilty of any manner of trespass and without and prejudice to any remedies that might otherwise be sued for areas of rent or preceding breach of covenant.

E. **Right to Immediate Possession** - The Lessee shall neither use nor permit the use of the Premises for any improper or unlawful purpose. Any such improper or unlawful use shall work as a forfeiture of this Lease agreement at the election of the Lessor, after which the Lessor shall have the right to immediately reenter and repossess the Premises without further notice to the Lessee, notwithstanding any other provision of this Lease.

F. **Conditional Right to Transfer** - In the case of non-monetary defaults, and at the sole discretion of the Lessor, should the Lessee neither cure the default nor present a satisfactory plan to cure the default within the 60 day period, upon written request of the Lessee, the Lessor may grant to the Lessee a conditional right to attempt the transfer of the Lessee's interest according to the terms of Section 14. The Lessee must submit such a request to the Lessor within the 60 day cure period. Should the Lessor grant this option to the Lessee, the transfer process must be completed within twelve months from the date of the Lessor's applicable notice of default. During this period the Lessee must maintain the conditions of the Premises and pay all applicable rent.

G. **Consequences of Bankruptcy** - The parties agree that this Lease shall terminate upon the filing or execution of:

1. A petition in bankruptcy by or against the Lessee;
2. A petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor;
3. An assignment for the benefit of creditors;
4. A petition or other proceeding against the Lessee for the appointment of a trustee, receiver, liquidator; or
5. The taking by any person of the leasehold created hereby or any part upon execution, attachment, or other process of law or equity.

H. **No Waiver of Rights by the Lessor** - No failure by the Lessor to insist upon the strict performance of any term, covenant agreement, provision, condition, or limitation of this Lease, or to exercise any right or remedy upon a default hereunder, or acceptance by the Lessor of full or partial rent during the continuance of any default, shall constitute a waiver of any such default or of such term, covenant, agreement, provision, condition, or limitation. No waiver of any default shall affect or alter this Lease, but each and every term, covenant, agreement, provision, and limitation of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default.

I. **Lessor's Rights to Cure Defaults** - If the Lessee fails or neglects to perform any act or responsibility required herein to be done or performed, and fails to cure within the applicable cure period provided in Section 15(C), then the Lessor may, but shall not be required

to, do or perform or cause to be done or performed any other act or correction, including entering upon the Premises for such purposes. The Lessor shall not be held liable or in any way responsible for any loss, disturbance, inconvenience, annoyance, or damage resulting to the Lessee on account of exercising rights under this Section. The Lessee shall repay to the Lessor, upon demand, the entire expense of the Lessor's exercising its rights, including, without limitation, compensation to the agents, consultants and contractors of the Lessor and related expenses. The Lessor may act upon shorter notice or no notice at all if necessary in the Lessor's judgment to meet an emergency situation or governmental time limitation or to protect the Lessor's interest in the Premises. Any act or correction done by the Lessor pursuant to the provisions of this Section shall not be or be construed as a waiver of any such default by the Lessee, or as a waiver of any term, covenant, agreement or condition herein contained or the performance thereof.

16. **Surrender and Vacating of Premises.** On or before the date of expiration, termination, or revocation of this Lease, the Lessee shall surrender and vacate the Premises, remove its personal property from the Premises, and return the Premises, including the farm fields and equipment and the improvements to as good or better order and condition as existed on the commencement date of the Lease, damages due to ordinary wear and tear expected. If the Lessee fails or neglects to remove its personal property, then, at the Lessor's option, the Lessor may remove the Lessee's property and store it in a public warehouse at the expense of the Lessee. In either case, the Lessee will have no claim for damages against the Lessor, its officers or agents.

At the expiration, revocation, or termination of this Lease, the Lessor and Lessee shall prepare an Inventory and Condition Report of the Premises, similar to the report prepared by the Lessor pursuant to Section 8(C). This report will constitute the basis for settlement by the Lessee to the Lessor for farm fields and equipment, or improvements shown to be lost, damaged, or destroyed during the term of the Lease. The Lessee shall either replace or return any lost, damaged, or destroyed items to the condition required pursuant to this Section, ordinary wear and tear expected or, at the election of the Lessor, reimburse the Lessor for such items at the then current replacement value.

17. **Holding Over.** This Lease shall terminate upon the Termination Date and any holding over or failure to vacate the Premises by the Lessee after the Termination Date shall not constitute a renewal of this Lease or give the Lessee any rights hereunder or in or to the Premises. For each day the Lessee occupies the Premises, in whole or in part, following the Termination Date, the Lessee shall pay rent at a rate of 1.5 times the prorated daily rent in effect on the date of the Lease termination.

18. **Representation and Warranties of the Lessee.** The Lessee represents and warrants to the Lessor as follows:

The Lessee has the right, power, legal capacity, and authority to enter into and perform its obligations under this Lease, and to operate the Premises as contemplated by Lessee Farming Enterprise Proposal, Exhibit "B".

No approval or consent of any other persons or agency is required in connection with the execution and performance of this Lease.

The Lessee has taken all necessary action to authorize the execution, delivery and performance of this Lease.

This Lease constitutes the legal, valid and binding obligation of the Lessee.

19. **Representation and Warranties of the Lessor.** The Lessor represents and warrants to the Lessee as follows:

- The Lessor is a chartered municipality under the laws of the State of Ohio.
- The Lessor has taken all necessary action to authorize the execution, delivery, and performance of this Lease.
- This Lease constitutes the legal, valid, and binding obligation of the Lessor.
- The Lessor has made no representations or warranties, direct or implied, written or verbal, with respect to the Premises or any other property owned by the Lessor, except as specified in this Lease.

20. **Compliance with Federal Equal Opportunity Laws.** The Lessee shall comply with the requirements of:

- a. Title VII of the Civil Rights Act of 1964 (as amended), as well as Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967;
- b. Title V, Section 503 and 504 of the Rehabilitation Act of September 26, 1973, Public Law 93-112 (as amended), which prohibits discrimination on the basis of disability and requires Government contractors and subcontractors to take Affirmative Action to employ and advance in employment qualified handicapped individuals;
- c. 41 C.F.R. Chapter 60, which prescribes affirmative action requirements for government contractors and subcontractors;
- d. The Age Discrimination in Employment Act of December 15, 1967 (as

- amended);
- e. The Americans with Disabilities Act, 42 U.S.C. Section 12111 et seq.; and
- f. All other applicable laws relating to nondiscrimination in employment and in providing facilities and services to the public.

The Lessee shall take no action in advertising for employees that will prevent those covered by these laws from qualifying for such employment.

21. **Notices.** Any notice, consent or other communication required or permitted under this Lease shall be in writing and shall be delivered by hand, email, sent by courier including delivery services such as Federal Express, sent by prepaid registered or certified mail with return receipt requested, addressed as set forth below (or to such other or further addresses as the parties may designate by notice given in accordance with this Section), and shall be deemed to have been given on the earliest of:

- a. Receipt;
- b. One business day after delivery to a courier for overnight expedited delivery service; or
- c. Five business days after the date deposited in the United States mail, registered or certified, with postage prepaid and return receipt requested (provide that such return receipt must indicate receipt at the address specified).

If to the Lessor:

If to the Lessee:

22. **General Provisions.**

A. This Lease shall not, nor be deemed nor construed to, confer upon any person or entity, other than the parties hereto, any right or interest, including without limiting the generality of the foregoing, any third party beneficiary status or any right to enforce any provision of this Lease.

B. The Lessee, at the Lessee's expense, must comply with any statutory requirements for recording the Lease.

- C. The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.
- D. In case any one or more of the provisions of this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such holding shall not affect any other provision of this Lease. This Lease, consequently, shall be construed as if such invalid, illegal or unenforceable provision(s) had not been contained herein.
- E. Article headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way limiting, prioritizing or amplifying the provisions of this Lease.
- F. The laws of the State of Ohio shall govern the validity, construction, and effect of this Lease.
- G. This instrument constitutes the entire agreement between the Lessor and Lessee and supersedes all prior offers, negotiations, oral and written. This Lease may not be amended or modified in any respect except by an instrument in writing signed by the Lessor and Lessee.
- H. The voluntary surrender of this Lease by the Lessee to the Lessor, or a mutual cancellation or the termination by the Lessor pursuant to any provision contained in this Lease, shall not work a merger. At the option of the Lessor, the voluntary surrender or mutual cancellation shall either terminate any or all existing subleases or sub-tenancies hereunder, or operate as an assignment to the Lessor of any or all of such subleases or sub-tenancies.
- I. The possession and consumption of alcoholic beverages on the Premises is authorized for private consumption for the terms of the Lease unless authorized by Lessor and applicable permits are obtained.
- J. If more than one Lessee is named in this Lease, each Lessee shall be jointly and severally liable for performance of the obligations of this Lease.
- K. Any and all remedies available to Lessor for the enforcement of the provisions of this Lease are cumulative and are not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law, or both. Lessee shall be liable for any costs or expenses incurred by Lessor in enforcing any term of this Lease, or in pursuing legal action for the enforcement of Lessor's rights, including, but not limited to, court costs.

IN WITNESS WHEREOF, the parties have executed this Lease on the date set forth on page 2 of the Lease.

WITNESS:

(Print Name)

By: _____
Its: _____

(Print Name)

Approved As To Form:

By
Its

WITNESS:

Tenants:

(Print Name)

(Print Name)

- Exhibit A Farmstead Lease Area
- Exhibit B Farming Proposal
- Exhibit C Sustainability Guidelines
- Exhibit D Secretary of Interior's Standards for Rehabilitation

Farmstead Lease Area

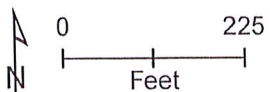
10' from edge of trail

25' from property line

driveway to gas storage tank

Mt.Pleasant Rd

Note: Aerials flown 3/2017



Prepared by: The City of Green Planning Dept Aug 2019 CL

1. PROPOSER IDENTIFICATION

Personal References:

Professional References:

2. Describe in sufficient detail your farming enterprise. Include all elements such as the type of operation, the planned locations, and the proportion of your operation (acreage, funding and effort) dedicated to each element.

We propose to use the property for both both market gardening and grass-fed pastured livestock enterprises. We feel that diversity in farm income streams helps to support both ecological and financial sustainability. We have up to \$15,000 savings available for initial expenses in either enterprise.

Market Garden

The market garden plot would start off 0.5 acres in size, likely in the low area of the large field, across the drive from the well. I conducted soil tests and found the overall quality of the soil to be rather poor, sandy, and low in organic matter, but the low area was much better than other parts of the field.

The majority of the plot would be managed in an intensively cultivated, low-till, semi-permanent raised beds system. These techniques, popularized by market gardeners like Elliot Coleman, Jean Martin-Fortier and Curtis Stone, focus on high-profit, quick turnaround vegetables and herbs that are usually sold direct-to-consumer via CSAs and farmers markets. Primary examples include baby salad greens, scallions, and baby root vegetables, but I would reserve space for most other kinds of vegetables as well, such as tomatoes, peppers, and zucchini. No ownership of heavy equipment is necessary aside from a

investment required in year one is an 8 foot deer fence surrounding the initial half acre plot. If my market garden footprint expands to one or two acres in subsequent years, I would plant only the most deer susceptible crops within the fence's parameters.

For such a small scale operation, I would not require an actual greenhouse, but would set up grow lights in the basement to start warm-season crops during the early spring. Long-term, an argument might be made for building a greenhouse on the property, but I do not feel it is necessary at the outset. Perhaps more importantly, I hope to eventually build an unheated 30 by 50 foot high tunnel to extend growing into the cooler months of the year. I would work on getting partial grant funding through NRCS EQIP (Environmental Quality Incentives Program) High Tunnel Initiative. I feel that constructing a high tunnel is achievable before the end of year three.

Pastured Meat

The incorporation of intensively rotated, grass-fed livestock is a critical tool for improving any of the cleared land on the farm. We plan to focus on cattle, but there is potential to incorporate poultry or sheep once the infrastructure has been set up. When well managed, pastured livestock help to increase organic matter in the soil, sequestering carbon by trampling and defecating on a new section of ground every day.

The grass-fed livestock operation will incorporate both the majority of the large field not occupied by vegetable production, and the 3.5 acres of existing pasture. We understand that the sheriff has rented the barn and pasture in recent years, but feel that these areas would be valuable resources for our business. The pasture currently appears to be degraded through compaction and overgrazing. We would hope to improve this area through careful rotational grazing. It is also a great place for us to start our livestock operation while we are still building a perimeter fence for the large field.

In the case that we do not have livestock right away, we would consider boarding the sheriff's horses for a fee. There is an inherent opportunity cost to our business in not having our own animals on the pasture, and we feel that should be accounted for. In the event that the sheriff and City desired a temporary arrangement of this sort, we would ask for control over the part of the pasture that the horses have access to.

Any pasture would be subdivided into different paddocks using electric wire and temporary fencing stakes. Electric wire would be charged using portable batteries and solar chargers where appropriate. We would create signage to "beware electric fence" where key trails intersect with livestock areas. Cattle will be moved every one to three days depending on paddock size and forage quality. After several years, we might consider rotating the vegetable plot into pasture and establish a new vegetable plot into former pastureland in the large field.

Hay and silage will be supplemented while the pasture quality improves and during the worst part of the winter months if we overwinter any animals.

and setting up an irrigation system. I would intensively manage a small vegetable plot, investigating marketing channels for the future.

By the end of year one, we will also have begun to experiment with the beginnings of a cattle or sheep program, depending upon when our actual move-in date is and cash flow at the time. We plan to buy at least one (maybe more) breeding female during year two. Our first beef processing date and sales will depend upon when we buy stock steers and what age they are at purchase.

Year two will also bring changes to the vegetable enterprise as I sell 20 CSA shares and begin plans for the high tunnel. I intend to apply for financial assistance through NRCS's season extension grants, and I hope to have a tunnel up by the end of our third growing season at the latest. This is also our goal timeline for completion of perimeter fencing for the large field.

With most of our initial start up costs behind us, and our enterprises and standard operating procedures established, we will begin to focus more on community engagement and agritourism in year three. We will host small tour groups and at least one farm to table dinner.

By the end of year five, we would hope to a small fruit tree orchard planted in the agricultural field. While not a key commercial component of the farm, a few fruit trees have the potential to diversify our farmers market table, and diversity on the farm is attractive for agritourism purposes. Silviculture (pasture planted with intermittent trees) is also attractive as a way to provide shade and shelter to livestock. At this point, our beef enterprise would have continued to grow to 8-10 head. We will also have constructed our small 10 by 15 foot greenhouse.

By the end of year seven, we would like to have installed solar panels on the property. We could probably get away with a \$2000 - \$4000 system if we do a lot of the installation ourselves. This would decrease our month to month utility expenses and help decrease the farms dependency on fossil fuels. Along the same lines, we hope to have a properly installed wood-heating stove in the house by then.

By year ten, we will have fine-tuned and expanded our vegetable CSA and meat sales. We will have potentially expanded to grow vegetables on closer to one-two acres. Any land not used up by vegetables will be intentionally grazed by a small number of cattle. The exact number is hard to say until we see how the land performs. If we haven't purchased a tractor by this point we would at this time. It would be useful for terminating pasture to rotate with vegetables, and for moving hay, compost and mulch.

Assumptions & Contingencies

We are working under the assumption that a single person can manage a small CSA and that a roadside stand or farmers market will be a robust and full of potential customers. If these sales outlets prove to be ineffective for whatever reason, there are several other possible sales outlets. We could expand on restaurant sales of specialty varieties or create a relationship with a CSA aggregator like Fresh Fork Market for example. Each year we will evaluate our sales outlets for their profitability and shift our focus wherever we feel there is the most potential for growth. I have found farmers market sales to be

Some sort of market stand is critical, especially in the first two years while building our confidence in fulfilling CSA and restaurant expectations. If the Farmers Market does not continue or is not robust, I would love to set up a periodic mobile market table nearby. This set-up could be near the parking area off _____ or, alternately, on the other side closer to Park where I assume there is more traffic. Year one is all about testing what works. If a roadside stand approach isn't feasible for whatever reason, maybe we will look into a farmers market in _____. I have taken classes in produce marketing using a market stand before. Some basic principles include the following: "pile it high and watch it fly," vertically integrated displays, color contrasting displays, and use of samples and recipe cards.

We will attract CSA members using all of the above strategies, and grow it slowly over time. Happy CSA customers are the best form of marketing. Selling quarter steers will be very much like selling CSA's. We will advertise months ahead of time, and interested parties will fill out the custom butchering form and put down a deposit.

Lastly, we are inspired by other farmers we have met whose most profitable crops include microgreens and pea shoots for local restaurants. If _____ is interested, building a relationship in the first year could be very beneficial to both parties. Transportation costs for products would be almost zero. Plus, an association with an already successful restaurant business is a great marketing tool and outlet for finding new customers. I find that attracting and retaining restaurant partnerships starts with providing quality product samples. Following up with great communication and working around the chef's schedule requirements are also essential.

All of our products have some processing and storage requirements as outlined in Question 2. To wash and prepare produce for sale, we will outfit the concrete pad outside the summer kitchen with hoses, a sink and tables. To store produce we will need to build a refrigeration unit within one of the buildings. This walk-in cooler is also critical while we wait for people who have pre-ordered beef to come pick up their order once we have retrieved it from the butcher.

6. Describe any non-farming enterprises proposed for the property such as a personal business enterprise. Explain the relationship of the non-farming enterprise to the farming enterprises including its scale, time and labor required, impact on the farming operations, etc.

Supplemental income is critical in order to fund initial start-up investments such as a produce washing area, storage and cooling facilities, greenhouse, tools, equipment etc. My husband Justin will have an off-farm job, at least during the first five years, but I plan to work exclusively on-property. We will reassess Justin's job after that time period. If he is advancing in his career, he may choose to stay on that path.

One of our proposed strategies for supplemental income would be to set up an AirBnB listing for the spare bedroom. With a beautiful location, proximity to _____ Airport, and farm-to-table spin, we believe that such an enterprise would be very successful and require minimal labor. Between

organization's goals. I was asked to join the team full time at the conclusion of the 2014 growing season, and agreed to come back in 2016, but I will elaborate on my experience as a full time team member below.

I spent the 2015 growing season with _____ Acres, one of the Countryside Initiative farms within Cuyahoga Valley National Park. At _____, I worked alongside the Farm Manager to produce 2.5 acres of vegetables and cut-flowers. We also cared for 200 laying hens, and several pastured pigs. _____ Acres was in its first year of production when I was on the team. I found it to be a valuable experience to see their struggles to establish protocols and systems of management that worked for their new business.

My experience at _____ gave me confidence leading a team of volunteers in field work. In addition, I gained a lot of farmers market sales experience, managing our weekly stand at _____ market and progressively increasing sales over the course of the season. _____ Acres also has a sister restaurant, Spice Kitchen & Bar where I delivered the chef's requested products, including specialty items from our high tunnel such as figs and ginger. I also picked up some shifts front-of-house at the restaurant, gaining valuable insight into the needs of a farm-to-table restaurant, which I feel will serve me well in communicating and selling to chefs in the future.

When the position did not turn into a year-round opportunity, I went back to _____ Farm in 2016. I started off as a Crew Leader and was promoted to Assistant Crop Production Manager after my first season. In these roles, I helped to hire, train and supervise a team of five seasonal interns. I also developed and managed a small gourmet mushrooms enterprise at the farm, selling shiitakes and oyster mushrooms. I regularly worked with various kinds of tractors and heavy equipment: discing, tilling, cultivating, subsoiling, seeding and spreading. I was the Crop Production Manager's eyes in the field, regularly meeting to make key decisions pertaining to crop planning and prioritization of field work. Together we co-created and enacted a soil health monitoring and improvement plan, including multispecies cover crops, inoculation with beneficial microbes, low-till techniques, composting, and monitoring of Brix data.

In addition to my practical experience, I have expanded my farming knowledge by attending yearly technical conferences such as OEFFA or ACRES USA. I also completed the _____ Project program in 2015, a farm business series geared specifically toward women, and I have attained Livestock Mortality Composting certification. (See attached documentation.)

My husband and business partner _____ is a Mechanical Engineer by degree with 5 years of applicable electrical experience. He also has experience building and maintaining equipment at home and professionally. His experience working in factories and maintaining efficiency will help when difficult situations arise. An example would be a tractor breaking down on a scheduled planting day. What spare parts do we need to have lying around in order to get past that situation? Do we need to have redundant machinery to get us through the day until the tractor is repaired? At his job, he found that it is always important to have a backup plan if plan A doesn't work out, and to run a flexible schedule. He loves to garden and hopes to be involved in any future farming enterprise that we embark on.

the installation of a door into a concrete structure. In my free time, I like to repair cars, which I think will be useful for repairing farm equipment.

9. Describe in detail any related business experience including the type, number of years, demonstrated success and certifications, awards and recognition, if any. Describe how this experience strengthens your farming proposal.

I have been running farmers market stands for over five years. This experience has helped me on the customer relations side of farming. I have also worked alongside CSA members for three years at my previous job. At the beginning of the year, it was my job to inventory and buy all of the necessary soil amendments and topsoil for Farm. Additionally, I managed the mushroom enterprise at Farm like it was its own business to evaluate its profitability. This meant that I was keeping track of my labor, equipment and sales, and seeing if we were meeting the expected output efficiency per mushroom bag. After three years, we decided that oyster mushroom production was too labor intensive to be sufficiently profitable, but that shiitake mushrooms made lots of money and were worth continuing. I believe this experience is crucial to understanding what it feels like to run a small business. It is important to know when to cut losses on a losing enterprise and continue doing what is making money for the farm.

I have about five years of experience in customer relations. At my last job, I took countless calls regarding technical questions and issues regarding the products that we sold, including the occasional cold call about the business. It was critical to answer questions truthfully and promptly, or to get the correct person with the right knowledge on the phone with the customer. I often had to keep track of part replacement orders or repair requests from customers when they had gone to “second level”, which meant the production plant in Austria.

Aside from giving a sales pitch myself, I've been deeply involved in the sales process. I provided technical product explanations in sales meetings, and also helped develop the scope of work for a number of projects. When planning a project with a customer, it was almost always necessary to provide a rough estimate for the number of engineering hours it would take to complete the project. There would need to be a good reason if the engineer came in above the mark. Tracking the number of hours that each engineer spent on a project, and what they spent their time working on, was necessary at times for billing the customer. I believe this will prove useful when keeping track of farm profits, expenses, and equipment.

10. Describe in detail your marketing experience (i.e., promotion, distribution and sales). Include the type of marketing, the number of years, as well as demonstrated success such as certifications, awards and other recognition. Describe how this experience strengthens your farming proposal. (The terms business and marketing are related but distinct. We understand marketing to include promotion, distribution and sales.)

house, etc.) and long-term operating plans to finance your operation over time. Describe your funding sources (farm and non-farm), amounts and availability of funds.

From what we have learned by spending time with many small businesses, it is better to grow slowly than to take out too many loans. We have \$30,000 in savings, some of which can be allocated towards starting up the farm. [redacted] has a degree in Mechanical Engineering and is currently looking for jobs in the Cleveland/Akron area. In the past, he has made \$75,000/year. We currently only have \$2000 on a car loan and are otherwise debt free, so his salary should be plenty for subsidizing farm start-up costs. Because the farming costs can be written off as business expenses, we will probably also have a good tax year.

13. Describe the physical resources (equipment, tools, etc.) readily available to implement your farming enterprise.

We already own a number of hand tools suitable for small scale vegetable production such as several shovels, hoes, rakes, wheelbarrows, soil knives and harvest knives. Food grade harvest buckets are easy to come by secondhand from local bakeries. I have family members in the area willing to let me use their walk-behind rototiller until I purchase my own. My uncle also has a livestock trailer that we could borrow in the first year if needed. I plan to buy a used farm truck from a family member when we are ready. I already own weather-resistant work gear, farm boots, gloves, etc.

14. Describe the human resources beyond yourself that are available to contribute to your proposed farming enterprise (hired staff or interns, family members, friends, volunteers, expert advisors, etc.). Include the amount of time anticipated, and the reliability of the commitment.

Our proposed farm would only rely on labor from the two of us. In my experience, it is dangerous for a business to rely on volunteers to function. Volunteers can be a wonderful addition, but the enterprise must remain small enough to function without them. At some point after the farm is well established, we hope to sign up to host volunteers through Worldwide Opportunities on Organic Farms (WWOOF). We took part in this program ourselves, volunteering on farms in exchange for food, housing and exchange of knowledge, and found it to be a highly valuable experience for both parties. Alternately, we are interested in a small number of work-share CSAs in which members are offered a discounted CSA in exchange for committed work hours through the season.

Additionally, we have some support from family and friends in the area. [redacted] father is a salesman and [redacted] is the vice president of a construction firm. [redacted] They would be available for advice and occasional weekend volunteer help. My brother in law's parents said they wanted to come live with us for two months to help get us started and to get the experience of living on a farm. Because these aren't permanent positions, we cannot rely on them being significant contributions to the farm and any help they do give is an added bonus.

impact farming is better for the environment. Farm tours would be targeted at a group of 15-20 people. This way, we have the time and ability to address individual questions.

Once or twice per year, we would host a potluck dinner for the farm's CSA members. It's a nice way to encourage the "community" in "community supported agriculture," and allows people to share recipes, especially using vegetables that aren't as common in the supermarket. Once the farm has been established, we would like to offer some of our CSA members to partially pay with work-share hours. This allows for a deeper on-farm experience for those interests, as well as increases the overall output of the property.

We also want to develop relationships with chefs to sell farm-to-table dinner events at the farm at least once per season.

Another interaction with the local community is through sales and education at our farm stand (whether this is in the park, at a farmer's market or both). Obviously, passive interaction with the community will occur as people walk through the park too. We expect and welcome interested visitors to stop by and chat when they see us in the fields!

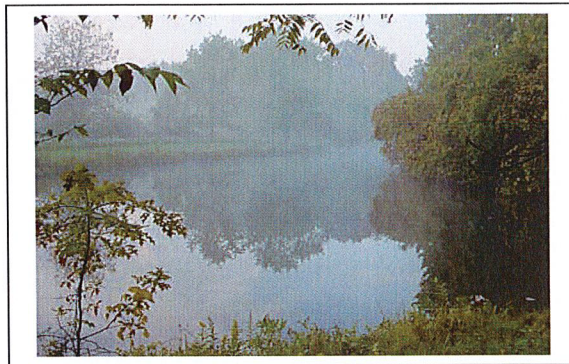
What would the ideal farm operation look like?

The farmstead is suitable for culturally intensive fruit and vegetable production, small intensive grazing operations, or small integrated crop-livestock enterprises. Marketing methods may take such forms as: pick your own, community supported agriculture, roadside stands, local farmers' markets, and direct sales to individuals and restaurants.

Farmer(s) will be expected to possess substantial knowledge of ecologically sustainable production practices and must demonstrate their knowledge and their intent of sustainable management in their proposal submission. Subsequently, the lessee(s) will have to provide significant detail on their production practices in annual operating plan submissions and ensure ecologically sustainable practices are implemented throughout the term of the lease.

There are a wide range of practices which are acceptable for most enterprise types, and the lessee will be free to choose whichever practices they prefer, so long as they adhere to the general principles of sustainability. Some examples of sustainable practices are: strategic cover cropping, permaculture, pastured-based systems, rotational grazing, restorative agriculture, non-chemical weed and insect control and Organic Certification.

Conservationist Aldo Leopold observed in 1939 that "every farmer's land is a portrait of himself" – a poetic way to describe an understanding common among farmers and homeowners alike. The way the Farmstead looks is a reflection on the chosen farmer. The farmer should expect that community members will be visiting Southgate Park to view the farmstead. And so, the farmer will need to pay very careful attention to the aesthetics and appearance of the farm. The Farmstead should be expressive of the natural beauty in this public park – tended, valued, cared for.



"We fully support the city's efforts to restore not only the buildings but the original use of the farmstead in a way that promotes and shares this precious resource with the community and surrounding region. Though the architecture of the house and outbuildings speak impressively of its history, the context of the adjacent fields communicates even more directly the significance of that history to the development of the community. The farm buildings need the setting of the farm."

Amanda S. Terrell, Director, Ohio Historic Preservation Office

Secretary of Interior's Standards for Rehabilitation

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

ADDENDUM

This Addendum, dated this ____ day of _____, 2021, by and between (“Lessor”) and _____ (“Lessee”), hereafter amends the Lease Agreement for the Farmstead located at _____ entered into by the Lessor and Lessee on March 16, 2020, attached hereto as Exhibit “A”.

WHEREAS, subsequent to entering into the Lease Agreement, the parties learned that the application of the provision in the Agreement respecting payment of the utilities was not practical or feasible as written for reasons related to the multiple meters on the Premises, which are not all related to use by the Farmstead.

WHEREAS, the parties desire to amend Paragraph 6 of the Lease Agreement, which is hereafter amended, in its entirety, as follows:

6. Utilities.

- a. The Lessor has provided the necessary infrastructure for basic household utilities including water, sewage, gas, electric and telephone.
- b. The Lessee must contact and select service providers for the following, as needed: cable and telephone. Lessee shall be responsible to pay for these services directly to the provider.
- c. The Lessee is responsible for all additional alterations or installation fees, including but not limited to all modifications, extensions, and additions of utilities to implement all Lessee improvements.
- d. The Lessee is responsible for the following fees and charges for utilities provided to the Premises: Ohio Edison Meter connected to service for the Farmstead house, barn, and summer kitchen; Dominion Energy for service connected to the Farmstead house, barn, and summer kitchen. The Lessor shall invoice the Lessee for these charges and the Lessee shall timely pay the Lessor.

All other terms of the Lease Agreement for the _____ Farmstead located at _____ entered into by the Lessor and Lessee on March 16, 2020, shall remain in force and affect.

By: _____
Its: _____

By: _____

Approved As To Form:

Hartong RFP Scoring Matrix

1. Read proposal in its entirety.
2. Summarize proposal in one paragraph.
3. Write a one paragraph evaluation of the proposal's strengths and weaknesses.
4. Re-read proposal addressing each of the questions below and addressing elements listed.
5. Using the scoring Matrix at the bottom of this document, score each question.
6. Total Scores and write a concluding summary.

Farming Enterprise			
RFP Question/s	'Search for' Elements (when reviewing proposals)	Score Factor	Score
<p>RFP Question # 2</p> <p>Describe in sufficient detail any/all elements of your proposed farming operation (orchard, garden, livestock,..), the planned location of each and the proportion of your operation (acreage, funding and effort) dedicated to each element.</p>	<p>FARM OPERATION</p> <ol style="list-style-type: none"> 1. Is it appropriate? 2. Is it achievable? 3. Are all major elements included 4. Is it complete (sufficient detail to demonstrate completeness)? 5. Does it utilize all assigned acreage? 	Critical	
<p>RFP Question # 3</p> <p>Describe in detail all proposed construction or rehabilitation projects desired for your farming enterprise. Include type of project, location, aesthetics, dimensions, scale, etc.</p>	<p>IMPROVEMENTS</p> <ol style="list-style-type: none"> 1. Kind of constructed assets 2. Number 3. Location 4. Appropriateness 5. What is the appropriateness in relationship to the farming proposal? 	Critical	
<p>RFP Question # 4</p> <p>Develop a timeline and narrative describing what you might expect to accomplish in one year, three years, five years, ten years, beyond. Describe your assumptions and contingencies.</p>	<p>TIME LINE</p> <ol style="list-style-type: none"> 1. Is their implementation time line achievable? 2. Is it aggressive enough? 	Critical	
<p>RFP Question # 5</p> <p>Describe in detail how you are going to market and sell your products. Explain your retail and niche marketing strategies and venues including the specific practices you intend to implement. Include associated buildings, equipment, and staffing needs for processing, storing, distributing and selling your product (as applicable) and how will you meet these needs.</p>	<ol style="list-style-type: none"> 1. Is it appropriate? 2. Is it achievable? 3. Are all major elements included 4. Is it complete (sufficient detail to demonstrate completeness) 	High	
<p>RFP Question #6</p> <p>Describe any non-farming enterprises proposed for the property such as a personal business enterprise. Explain the relationship of the non-farming enterprise to the farming enterprises including its scale, time and labor required, impact on the farming operations, etc.</p> <p>Proposers should be aware that, while the park understands the necessity of off-farm income and the possible need for non-farm income from the property, the primary objective of the Hartong program is the restoration and maintenance of the rural landscape through farming.</p>	<ol style="list-style-type: none"> 1. Is it appropriate / compatible? 2. Does it enhance/detract from the farming enterprise? 3. Is it achievable? 	Medium	

Hartong RFP Scoring Matrix

Farming Enterprise			
RFP Question/s	'Search for' Elements (when reviewing proposals)	Score Factor	Score
Experience			
RFP Question/s	'Search for' Elements (when reviewing proposals)	Score Factor	Score
RFP Question # 7 Describe in detail the farming knowledge, skills, and experience that you and any partners have. Include the type of farming, number of years, as well as demonstrated success such as certifications, awards and other recognition.	1. Type 2. Number of years 3. Demonstrated success (financial and otherwise) 4. Certifications, awards and recognition	<u>High</u>	
RFP Question # 8 Describe and explain any directly relevant non-farm experience that would be helpful to your farming/business enterprise. Please describe, in detail, any non-farm experience such as food safety / preparation, mechanics, etc. Include the type, number of years, demonstrated success and certifications, awards and recognition, if any. Describe how this experience strengthens your farming proposal.	1. Kind 2. Number of years 3. Relevance to farming/business	<u>Medium</u>	
RFP Question # 9 Describe in detail any related business experience including the type, number of years, demonstrated success and certifications, awards and recognition, if any. Describe how this experience strengthens your farming proposal.	1. Number of years 2. Demonstrated Success 3. Certifications, awards and recognition 4. Farming related?	<u>High</u>	
RFP Question #10 Describe in detail your marketing experience (ie: promotion, distribution and sales). Include the type of marketing, the number of years, as well as demonstrated success such as certifications, awards and other recognition. Describe how this experience strengthens your farming proposal. <i>(The terms business and marketing are related but distinct. We understand marketing to include promotion, distribution and sales.)</i>	1. Number of years 2. Demonstrated Success 3. Certifications, awards and recognition 4. Farming related?	<u>High</u>	

Hartong RFP Scoring Matrix

Financial Resources			
RFP Question/s	'Search for' Elements (when reviewing proposals)	Score Factor	Score
<p>RFP Question # 11</p> <p>Provide a five-year start-up budget showing anticipated capital expenditures, annual farm operating expenses (including rental of the property), annual living expenses, annual income, and annual revenues. Demonstrate that the budget is realistic for both your farming enterprise and personal needs. Provide supporting data such as real experience or market research to justify the budget numbers presented.</p>	<ol style="list-style-type: none"> 1. Is the budget adequately developed? 2. Does it cover all categories of income/expense? 3. Does the budget balance? 4. Is it realistic for the proposed farming enterprise? 5. Is there supporting data? 	<u>Critical</u>	
<p>RFP Question # 12</p> <p>Describe your financial resources for implementing your proposal. Include specific, individual funding plans for start-up capital, projected major capital investments planned overtime (barn, hoop house, etc.), and long-term operating plans to finance your operation over time. Describe your funding sources (farm and non-farm), amounts and availability of funds proposal.</p> <p><i>NOTE: You must include a completed Financial Capability Form or comparable document and information. If you are relying on loans or financial commitments from others also include a commitment letter or other documentation to substantiate funding availability.</i></p>	<ol style="list-style-type: none"> 1. Source/kind of funding 2. Liquidity of resources/funds? 3. Magnitude relative to proposal 	<u>High</u>	
<p>How much start-up capital is needed to establish your farming operation, as presented?</p> <p>What is the source of funding? Is it immediately available (provide documentation). If the total amount is not on hand, how much is immediately available and how will you fund/complete the remainder of the farm start up?</p> <p><i>Note: If you will be relying on loans or financial commitments from others, proposers should include a commitment letter or other document that can substantiate the claim of funding availability.</i></p>	<p><u>FARM OPERATION</u></p> <ol style="list-style-type: none"> 1. How much needed; 2. Source 3. Realistic 4. Liquidity of needed funds 	<u>High</u>	
<p>Does your proposal call for a major capital investment such as construction of a barn, greenhouse, etc.? If so, list and describe each item, their cost, and your plans for funding the project/s. Include information on the source, amount and availability of the needed funds.</p> <p><i>Note: If you will be relying on loans or financial commitments from others, proposers should include a commitment letter or other document that can substantiate the claim of funding availability.</i></p>	<p><u>CAPITAL IMPROVEMENTS</u></p> <ol style="list-style-type: none"> 1. Any proposed? (informational) 2. Cost 3. Amount available 4. Source 5. Liquidity of needed funds 	<u>High</u>	

Hartong RFP Scoring Matrix

Financial Resources			
RFP Question/s	'Search for' Elements (when reviewing proposals)	Score Factor	Score
<p>Explain how you will fund on-going operations at the farm including, if appropriate, what <u>non-farm</u> sources and amounts of money are available to support your farm enterprise?</p> <p><i>Note: If you will be relying on loans or financial commitments from others, proposers should include a commitment letter or other document that can substantiate the claim of funding availability.</i></p>	<ol style="list-style-type: none"> 1. Source (informational) 2. Amount 3. Liquidity of needed funds 4. Reliable source? 	<u>Critical</u>	

Non Financial Resources			
RFP Question/s	'Search for' Elements (when reviewing proposals)	Score Factor	Score
<p>RFP Question # 13</p> <p>Describe the physical resources (equipment, tools, etc.) readily available to implement your farming enterprise.</p>	<ol style="list-style-type: none"> 1. Type 2. Quantity 3. Applicability 	<u>High</u>	
<p>RFP Question # 14</p> <p>Describe the human resources beyond yourself that are available to contribute to your proposed farming enterprise (hired staff or interns, family members, friends, volunteers, expert advisors, etc.). Include the amount of time anticipated, and the reliability of the commitment.</p> <p>If you are relying on others to provide critical contributions of labor or expertise, provide a commitment letter to substantiate their support.</p>	<ol style="list-style-type: none"> 1. Type 2. Number of individuals 3. Work to be performed 4. Amount (time) of commitment 	<u>High</u>	

Sustainability			
RFP Question/s	'Search for' Elements (when reviewing proposals)	Score Factor	Score
<p>RFP Question # 15A</p> <p>Describe in specific detail your intended farm production practices. Explain where you fit on the spectrum of sustainable production practices.</p>	<ol style="list-style-type: none"> 1. Reported location on chart 2. Kind 3. Appropriateness 	<u>Critical</u>	

Hartong RFP Scoring Matrix

Sustainability			
RFP Question/s	'Search for' Elements (when reviewing proposals)	Score Factor	Score
RFP Question # 15B Describe other planned sustainability practices (residential and farm) you intend to implement such as energy conservation, waste reduction, recycling, composting, etc.	1. Kinds 2. Number 3. Practicality 1. Approaches to mitigate impacts 2. Any questionable activities?	<u>Critical</u>	

Compatibility			
RFP Question/s	'Search for' Elements (when reviewing proposals)	Score Factor	Score
RFP Question #: 16 Describe how your farm will encourage interaction with park visitors and residents from surrounding communities (educational programming, tours, farm stand, etc.). Include the types of interaction, type and number of people targeted, and frequency of events.	1. Number of, kinds, and frequency 2. Passive vs active – transactional or true community engagement? 3. Few visitors vs numerous – affordable for few or available for many? 4. Seasonal vs year round 5. Are they appropriate to the proposed farming enterprise?	<u>Critical</u>	

Scoring Matrix		
Completely & thoroughly addressed all elements of question	3	If critical +1
Mostly addressed	2	If critical +1
Addressed limited	1	If Critical - 1
Addressed none	0	If Critical - 1



Appendix C

TYPICAL BUDGET CATEGORIES, DETAILS, AND FORMAT

The generalized operational budget form/format shown below suggests the kind of financial details proposers should supply to demonstrate a grasp of their enterprise’s financial requirements.

However, this form presents financial information in a highly summarized way, and greater detail would strengthen a proposal; evaluators need to understand how proposers computed or estimated each line item. Since any proposed budget, at this point, must be quite tentative and speculative, proposal evaluators will want to be certain that proposers know how to generate hard, accurate numbers that they (the proposers) could act on.

This simplified budget form makes no attempt to fit enterprise income and expenses into a larger family/household budget, or vice versa. However, it will be helpful to proposal evaluators to understand what the enterprise will contribute to the financial support of the family/household. Or conversely, what the family/household’s other financial resources are expected to contribute to the farming enterprise.

Note: The budget categories shown below are merely intended to represent a plausible mix of activities for a diversified Initiative farm. It is assumed that the line items of any budget submitted with an actual proposal will vary considerably from these hypothetical line items.

Capital investments for buildings, ponds, fences, equipment, etc., will be highly individualized. Proposers should provide reasonable cost estimates for expected improvements, and indicate their source of financing. Such improvements should be treated as a brief capital budget, separate from the operating budget. (However, such improvements/investments may result in significant annual fixed expenses, which will appear in the operating budget.)

TYPICAL ANNUAL OPERATING BUDGET SUMMARY EXAMPLE

FARM EXPENSES		FARM INCOME	
FIXED COSTS		PICK YOUR OWN	
FMV Rent (residence)	\$ _____	Strawberries	\$ _____
Capital Improvement Loans	\$ _____	Pumpkins	\$ _____
Vehicle & Equipment Loans	\$ _____		
Liability & Property Insurance	\$ _____		
VARIABLE COSTS		FARMSTAND	
FMV Rent (%G. income)	\$ _____	Vegetables & Fruit	\$ _____
		Herbs & Flowers	\$ _____
PICK YOUR OWN		FARMERS' MARKET	
Machinery/Labor Hours	\$ _____	Vegetable & Fruit	\$ _____
Plants/Seeds/Production	\$ _____	Herbs & Flowers	\$ _____
Sales Supplies	\$ _____	Poultry	\$ _____
		Lamb	\$ _____
FARMSTAND		CUSTOM MEATS	
Labor Hours	\$ _____	Broilers	\$ _____
Sales Supplies	\$ _____	Turkeys	\$ _____
		Lambs	\$ _____
FARMERS MARKET		OTHER	
Labor Hours	\$ _____	Breeding Stock	\$ _____
Sales Supplies	\$ _____	Cull Sheep	\$ _____
LIVESTOCK		TOTAL FARM INCOME = \$ _____	
Breeding Stock	\$ _____		
Food/Hay	\$ _____		
Butchering	\$ _____		
Veterinary	\$ _____		
Labor Hours	\$ _____		
REPAIR & MAINTENANCE		ANNUAL NET RETURN	
Vehicles & Equipment	\$ _____	TOTAL FARM INCOME	\$ _____
Portable Sheds	\$ _____	TOTAL FARM EXPENSES	\$ _____
Fences/Pens	\$ _____	NET PROFIT (LOSS) = \$ _____	
MARKETING			
Advertising/Flyers	\$ _____		
Farmers Market Fees	\$ _____		
TOTAL FARM EXPENSES = \$ _____			

Reproduction or use of pictorial content from the HDA Photo Collection in any manner is prohibited without written permission. Maps produced by Cuyahoga Valley National Park, Resource Management Division. Historic photographs provided by Cuyahoga Valley National Park and Peninsula Library & Historical Society.

