

# FARMLAND LEASE AGREEMENT

## BARRETT'S RUN TRACT

This Farmland Lease Agreement is made on \_\_\_\_\_, 2018, between **The Township of Hopewell in Cumberland County, New Jersey** (Landlord) and \_\_\_\_\_ of \_\_\_\_\_ County, New Jersey \_\_\_\_\_ (collectively referred to as the Tenant) for the purpose of farming Landlord's land as hereafter described.

1. **Property:** The Landlord does hereby lease to the Tenant the premises located at Mary Elmer Drive, known as Block 35, Lots 3, 4 and 3.01. The premises for the purposes of this Lease Agreement consist of 87.69 +/- acres of farmland as depicted and located on the map identified as Appendix A to this Lease.

2. **No Improvements:** The premises do not include any structures or improvements.

3. **Term:** The term of this Agreement shall be \_\_\_\_\_ ( ) years commencing on March 1, 2018 and ending on \_\_\_\_\_, 20\_\_.

4. **Rent:** The Tenant will pay the Landlord annual rent of \$\_\_\_\_\_ per acre for the described premises of \_\_\_\_\_ acres for a total of \$\_\_\_\_\_ per year.

5. **Rent Due Date:** The rent for year 2018 shall be pro-rated and is payable upon the execution of this Lease. Thereafter, the annual rent is due, in full, on or before January 30<sup>th</sup> of each lease year.

6. **Use:** Tenant will sow and plant seed, harvest and gather crops in season and till and cultivate the said premises.

7. **No Assignment:** Tenant will not assign or sublet the premises.

8. **No Hunting:** No hunting is to be permitted on the premises.

9. **Insurance:** Tenant is required to obtain and maintain, throughout the lease term, general liability insurance with policy limits of not less than One Million Dollars per occurrence and naming the Landlord as an additional insured. Tenant agrees to provide Landlord with proof of insurance within ten days of the execution of this Lease Agreement.

10. **Indemnification by Tenant:** Tenant hereby agrees to indemnify and save the Landlord harmless against and from all claims, suits and costs of every kind, type or description and from any and all damages and liability to which the Landlord may be subject by reason of injury to the person or property of Landlord or others resulting from or in any way arising out of the use of the leased ground, including the areas of ingress and egress, by Tenant's employees, pursuant to this Farmland Lease Agreement.

11. **Farming Practices:** Tenant will employ good farming practices which conserve soil and water including:

A. Agricultural management practices approved by the State Agriculture Development Committee under the Right to Farm Act, N.J.S.A. 4:1C-1 *et seq.*;

B. Minimizing the use of herbicides, pesticides, and fertilizers in accordance with the Pesticide Control Code at N.J.A.C. 7:30;

C. Control of noxious weeds;

D. Maintaining the PH of the ground;

E. Allowing an access lane to the Landlord's reserved grounds set aside for public park purposes;

F. Controlling all drainage;

G. Maintaining water ways; and

H. Tenant will plant an annual cover crop.

12. **Early Termination By Landlord:** It is recognized and agreed, by and between the parties, that the Landlord's ownership of the property contemplates future development of parts of the land in conjunction with the Hopewell Crest School. In the event that the Township Committee deems it in the best interest of the taxpayers of Hopewell Township, the Landlord shall be free to terminate this Lease, in whole or in part, on 90 days notice on Notice to Tenant. Tenant shall be permitted to harvest any crop in the field. Furthermore, the Landlord shall reimburse Tenant, on a prorated basis, for the cost of Tenant's investment in fertilizing and maintaining the ph of the ground.

13. **Surrender of Premises:** Tenant agrees that at the expiration of the term or at other termination of this Lease as herein provided, the Tenant shall and will deliver up the said premises to the Landlord in as good a state and condition as the same were when Tenant entered thereon by virtue of this Lease.

14. **Default:** If either party claims a default by the other, such party claiming default may pursue such legal or equitable action to which such party complaining of default may be entitled. Notice of Default must be promptly given by the party claiming default to the party accused of default. The party claiming default shall be entitled to obtain reimbursement of its reasonable attorneys' fees and costs as additional rent from the party found to have been in default.

15. **Parties, Heirs and Assigns:** And it is further agreed between the parties hereto that this Lease Agreement shall be for the benefit of and binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

16. **Entire Agreement:** All the promises between Landlord and Tenant are contained in this written Lease. The written Lease supercedes all prior negotiations, representations or agreement, written or otherwise, for the leasehold premises. This Lease can only be changed by an agreement, in writing, signed by both the Tenant and the Landlord.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date first above written.

Attest:

THE TOWNSHIP OF HOPEWELL,  
LANDLORD

\_\_\_\_\_  
LOIS YARRINGTON, CLERK

BY: \_\_\_\_\_  
BRUCE HANKINS, MAYOR

\_\_\_\_\_  
, TENANT

\_\_\_\_\_  
, TENANT

\_\_\_\_\_  
, TENANT