

**ORDINANCE NO. 2015-33**

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND OAKLAND FARMS INCORPORATED FOR THE LEASE OF REAL PROPERTY CONTAINING APPROXIMATELY 50 GROSS ACRES LOCATED ON NORTH MAIN STREET.

WHEREAS, advertisement for the lease of real property further described herein was made pursuant to Ohio Revised Code Section 721.03; and

WHEREAS, after advertisement, according to law, Council desires to enter into a lease agreement for the real property described herein.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: After bidding conducted according to law, it is hereby determined that the bid submitted by Oakland Farms Inc. on October 12, 2015 is the highest bidder.

SECTION 2: The City Manager is hereby authorized to enter into a lease agreement by and between the City of Monroe and Oakland Farms Inc. for the lease of real property described in Exhibit "A" attached hereto and made a part hereof, pursuant to the terms and conditions set forth in Exhibit "A" for the sum of \$200.25 per acre.

SECTION 3: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: November 10, 2015

ATTEST:

APPROVED:



Clerk of Council

Mayor

First Reading: October 27, 2015

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.



Clerk of Council  
City of Monroe, Ohio

**LEASE AGREEMENT**

This Agreement made and concluded this 30th day of November, 2015; by and between the City of Monroe, hereafter "Lessor", and Oakland Farms, Incorporated, hereafter "Lessee".

**W I N E S S E T H :**

THAT SAID LESSOR does hereby demise, let and lease unto the said Lessee the real property outlined on the map attached hereto and made a part hereof, saving and excepting any and all easements and/or right-of-ways in present effect and areas designed as a Soil Bank under the ASCS Program.

TO HAVE AND TO HOLD the same for and during the term commencing the date hereof and ending on the first day of December, 2016 or such other date as described herein, on the following terms and conditions:

Said Lessee does hereby covenant and agree with Lessor as follows:

1. Lessee will pay to Lessor, its successors and assigns, a rent of \$200.25 per acre for the Real Property payable on the 1<sup>st</sup> day of October every year during the term of this lease.
2. The term of this lease may be renewed for three additional one year periods.
3. That Lessee will use said premises for farming purposes only.
4. The crop or crops to be grown on the Real Property shall be subject to the approval of the Lessor.
5. That Lessee will mow twice the aforementioned areas designated as a Soil Bank to conform with the requirements of the ASCS program.
5. The Lessee will not cut or injure roots of any trees growing in any field, or near any fence on said Real Property and when plowing a space around said trees sufficient for their protection will be left.
6. Lessee shall use and occupy the Real Property in a careful, safe, and proper manner, and all fires shall be carefully controlled and guarded that may be operated thereon.
7. Lessee shall not use or occupy the Real Property for any unlawful purpose, and in compliance with all requirements of law and with all ordinances, regulations, or orders of any federal, state, county, municipal or other public authority must be made.

8. Lessee shall ensure that all ditches, drains, watercourses, and sewers on said Real Property shall be kept clean, open, and free from obstructions.
9. No part of the Real Property shall be occupied or used by any person, for any purpose or in any manner not consistent with paragraph two hereof, nor as to increase the insurance risk or rates or prevent the obtaining of insurance.
10. That Lessee has leased the Real Property after an examination of same without any representation on the part of the City of Monroe, and that the City of Monroe shall not be responsible at any time or in any event for any latent defect, deterioration, or change in the condition of the Real Property.
11. That Lessee shall indemnify the City of Monroe, its employees, agents, contractors, and representatives against any expense, loss or liability paid, suffered or incurred as a result of any breach of the Lessee, Lessee's agents, servants, employees, customers, visitors, or licensees, of any covenant or condition of this lease, or as a result of the Lessee's use or occupancy of the Real Property, or the carelessness, negligence or improper conduct of the Lessee, Lessee's agents, servants, employees, customers, visitors, or licensees.
12. That should Lessor at any time during the term of the lease desire to use, sell all or any of the Real Property, or terminate this lease for any reason, it may repossess all or any part of said Real Property upon seven days written notice to the Lessee. Upon receipt of said notice, the Lessee shall forthwith vacate the premises.
13. If the Lessee shall abandon or vacate said Real Property during said term, or shall assign this lease or underlet said Real Property or any part thereof, or shall fail to keep and perform any of the covenants, agreements or conditions of this lease on the Lessee's part to be kept or performed, the Lessor, its successors or assigns, may enter immediately onto said premises and have, repossess and enjoy the same as if the lease had not been made, except that the Lessor may retain the total rent paid by the successful bidder, and thereupon the lease and everything herein contained on the part of said Lessor to be done and performed shall cease, determine and be utterly void. The commencement of a proceeding or suit in forcible entry or detainer or in ejectment, or otherwise, after any default by the successful bidder, shall be equivalent in every respect to actual entry by the Lessor.
14. The Lessor, for itself, its successors and assigns, hereby covenants and agrees with the Lessee, Lessee's executors, administrators, successors, and assigns, that the Lessee keeping and performing the covenants of said lease to be kept and performed, the successful bidder shall peaceably and quietly hold, occupy, and enjoy said premises during said term.

IN WITNESS WHEREOF, the Lessor and Lessee, being first duly authorized, have hereunto set their hands to duplicates hereof the day and year first written above.

CITY OF MONROE, OHIO  
(Lessor)

OAKLAND FARMS, INCORPORATED  
(Lessee)

By: \_\_\_\_\_  
William J. Brock, P.E., City Manager

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Name: \_\_\_\_\_