

RESOLUTION NO. 2011-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COATESVILLE  
ACCEPTING BIDS FOR THE FARMING OF THE CONTI TRACT PURSUANT TO A  
ONE YEAR LEASE, AUTHORIZING THE AWARD OF A LEASE TO THE HIGHEST  
RESPONSIBLE BIDDER AND AUTHORIZING THE INTERIM CITY MANAGER OR  
CITY MANAGER TO EXECUTE THE APPROPRIATE LEASE AND ANY RELATED  
NECESSARY DOCUMENTS**

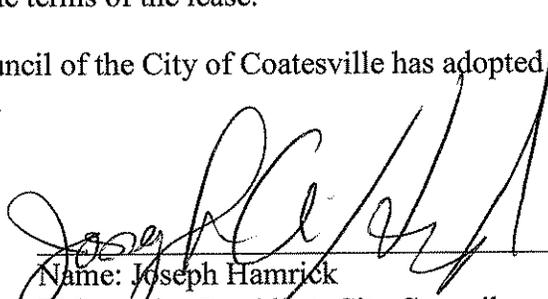
WHEREAS, the City of Coatesville had advertised for public bid the leasing of the Conti Tract property owned by the City and located in West Brandywine Township, Chester County Pennsylvania for agricultural purpose pursuant to a lease and procedures previously authorized by an Ordinance enacted by City Council on February 22, 2010; and

WHEREAS, the City has received and accepted bids in appropriate envelopes in response to the advertisements and these bids were publicly opened by the City Staff and have since been presented to City Council for consideration at a public meeting scheduled this 11<sup>th</sup> day of April, 2011; and

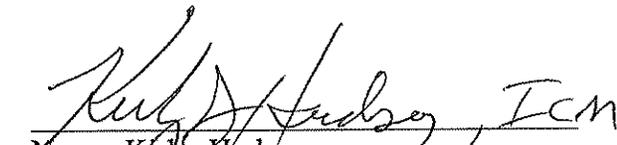
WHEREAS, it has been determined that the highest responsible bidder is Warihay Farms with a bid of \$321.00 per acre and a total annual lease payment of \$12,840.00; and

NOW, THEREFORE, in consideration of the foregoing, the Council for the City of Coatesville accepts and approves awarding a one year agricultural lease of the Conti tract to Warihay Farms at an annual price of \$12,840.00 ; further, the City Council authorizes the Interim City Manager or City Manager to execute the lease contained in the bid package and any and all other necessary documents to effectuate the terms of the lease.

IN WITNESS THEREOF, the Council of the City of Coatesville has adopted and enacted this Resolution this 11<sup>th</sup> day of April 2011.

  
Name: Joseph Hamrick  
Title: Vice President, City Council

ATTEST:

  
Name: Kirby Hudson  
Title: Interim City Manager

A.

## FARMLAND LEASE

This Farmland Lease (hereinafter "Lease") is entered into this 15<sup>th</sup> day of April, 2011, by and between the City of Coatesville, the Lessor, One City Hall Place, Coatesville, PA 19320 and Warihay Farms, 580 N. Colebrook Road, Manheim, Pa 17545, the Lessee, Property Address: N/S Pratts Dam Road, West Brandywine Township, Chester County, Pennsylvania. Tax Parcel No. 29-08-5.5.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby covenant, contract and agree as follows:

### **1. GRANT OF LEASE**

The Lessor hereby leases to the Lessee, to use only for agricultural purposes, the following-described property, located at *E/S* of Pratts Dam Road and *W 1/2* of Manor Road, (Route 82) West Brandywine Township, Chester County, PA 19320 and commonly known as the City of Coatesville Conti Tract property; and consisting of approximately 63 acres of open space, more or less **ONLY THE CURRENTLY TILLABLE ACREAGE THEREOF IS SUBJECT TO THE LEASE FOR FARMING PURPOSES WHICH PROPERTY IS IDENTIFIED FOR PURPOSES OF PAYMENT AS CONSISTING OF 40 ACRES.**

The Lessor reserves the right of himself, his agents, his employees, or his assigns to enter the farm at any reasonable time for purposes of (a) of consultation with the tenant; (b) of making inspections; and (c) after notice of termination of the lease is given, none of which is to interfere with the Lessee in carrying out regular farm operations.

The Lessor does not convey to the Lessee the right to lease or sublet any part of the Land or to assign the lease to any person or persons whomsoever.

If the Lessor should sell or otherwise transfer title to the land, he will do so subject to the provisions of this lease.

### **2. TERM AND PAYMENT**

This Lease shall commence on April 15, 2011, and expire on March 31, 2011. For said term, Lessee agrees to pay Lessor total rent of Twelve Thousand Eight Hundred and Forty ( \$12,840.00) Dollars.

Rent shall be paid: ½ at the time of signing this Agreement (i.e., \$6,420.00) and ½ on or by November 1<sup>st</sup> of this same year.

The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both the Lessor and the Lessee in like manner as upon the original parties.

The tenant agrees to surrender possession of the land peaceably at the termination of the lease.

### **3. SPECIAL PROVISIONS**

To improve the land, conserve its resources, and maintain it in a high state of cultivation, the two parties agree as follows:

- A. The Lessee will maintain the land during his tenancy in as good condition as at the beginning, normal wear and depreciation and damages from causes beyond Lessee's control excepted.
- B. The Lessee will operate the land in an efficient and husband like way.
- C. The Lessee will not, without written consent of the landlord, cut live trees for sale or personal use.

- D. The Lessor reserves the right to prevent the production of any crop on any or all land where the production of such crop would clearly damage the land due to excessive erosion or other causes.
- E. The Lessee will use fertilization practices which will prevent depletion of the essential plant food elements in the soil. In this regard, Lessee will provide the Lessor records from Cochranville Ag Services (or the Chester County Agricultural Department or such other service assisting the Lessee), which establishes the status of the soil based upon soil samples and the recommendations of treatment with lime and other fertilizers and will confirm that such appropriate treatment has been provided for the soil.
- F. Lessee will rotate crops in accordance with best practices and will use minimum till practices to prevent erosion, and in the event of any erosion will restore the soil correcting any damages from such erosion.

Each party agrees that the other party shall in no way be responsible for the debts of, or liabilities for accidents or damages caused by the other party. The Lessee shall identify the Lessor, City of Coatesville, as an additional insured on its liability and commercial insurance policy with respect to any personal injuries or damages caused as a result of Lessee's rental hereunder and will supply proof of such insurance to the Lessor at the signing of this Lease.

Willful neglect, failure, or refusal by either party to carry out any substantial provision of this lease shall give the other party the benefits of any proceedings provided by law.

**4. CONSEQUENCES OF BREACH**

In the event of breach of this Lease by the failure of Lessee to timely pay the rent herein set forth, or by any other violation of the terms hereof, then the Lessor may, at his option terminate this Lease, evict Lessee, and recover the total rental for the entire term of this Lease as Lessor's contractual damages. Lessor shall also be entitled to recover all reasonable attorney fees and costs of litigation from Lessee as a result of any breach of the terms of this Lease.

THIS LEASE REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE ALTERED OTHER THAN BY A WRITING SIGNED BY BOTH PARTIES. THIS LEASE IS MADE UNDER APPLICABLE LAW AND IS NOT TO BE CONSTRUED AS A LIMITATION ON ANY LEGAL RIGHTS AND REMEDIES AVAILABLE TO THE PARTIES UNDER APPLIABLE LAW.

NOTICES TO PARTIES: WHEN SIGNED AND EXCHANGED VIA FACSIMILE, THIS AGREEMENT IS A BINDING CONTRACT. IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE UNDERSIGNED HAVE HEREUNTO SET THEIR HANDS AND SEALS ON THE DATE BELOW WRITTEN.

Lessor: Joseph J. [Signature] / [Signature] ICM (seal)  
 Authorized Agent of City of Coatesville  
 Date: \_\_\_\_\_

Lessee: [Signature] **Warihay Farms & Harvesting** (seal)  
 Warihay Farms  
 Date: 4-20-11