

**GRANVILLE TOWNSHIP**  
**LIVESTOCK/PROPERTY LAND LEASE**  
(Township Garage Property)

This lease is entered into this 1st day of January, 2022 between The Board of Granville Township Trustees, (the "Property Owner"), of Box 315, Granville OH 43023-0315 and **NAME**, (the "Tenants"), **ADDRESS AND TELEPHONE**

The Property:

The Property Owner hereby leases to the Tenants, to occupy and use for pasture and hay making purposes, the following described properties:

- a. Approximately 36 acres for livestock pasture - Parcel 1
- b. Approximately 21 acres for livestock pasture - Parcel 2
- c. Approximately 7 acres for livestock pasture - Parcel 3

Consisting of approximately 64 acres situated in Licking County, Ohio and on any other land which the Property Owner may designate by mutual agreement.

2. General Terms of Lease

- a. The term of this lease shall be 3 calendar years, commencing on January 01, 2022 and ending on December 31, 2024.
- b. Amendments and alterations to this lease shall be in writing and shall be signed by both the Property Owner and the Tenants
- c. No partnerships created- This lease shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent, except as specifically provided in this lease.
- d. Binding on heirs - The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both the Property Owner and Tenant in like manner as upon the original parties, except as provided by mutual written agreement otherwise.
- e. Transfer of property - If the Property Owner should sell or otherwise transfer title to the farmland described in Section 1, it will be done subject to the provisions of this lease.
- f. Right of Entry - The Property Owner reserves the right for itself, its agents, its employees, or its assigns to enter the farm at any reasonable time for purposes of 1) of consultation with the Tenants, 2) of making repairs, improvements and inspections; 3) after notice of termination of the lease is given, and 4) for

performing customary seasonal work, none of which is to interfere with the Tenants in carrying out regular operations.

g. Additional agreements regarding term of lease:

1.) Tenants to construct and maintain, at their own expense, a seven strand hi-tensile fence around the portion of the farm being used as pasture, which shall remain at the termination of the lease and become the property of the Property Owner.

2.) The fence must be offset at least two feet from the property line for ease of maintenance on both sides of the fence. The fence shall contain no barb wire.

1. If electric fence is to be installed it must be located to the inside of the fence, offset six inches from the fence

2. The Tenants are to provide Property Owner with proof of \$1,000,000 of liability insurance, naming the Property Owner as an additional named insured.

3. The Tenants acknowledge that the Property Owner is making no representations as to the Tenants ability to have access to this property via any direction except from River Road.

4. If needed, the Tenants shall provide water and electricity to the property at their own expense. At the termination of the lease such improvements, to the extent they are located on the leased property, shall become property of the Property Owner.

5. Existing barn buildings on the property shall be for use of Tenant. Tenant further agrees that such use shall not cause the building to deteriorate. Any and all damages incurred to the buildings during this lease due to the use of said buildings shall be repaired at the tenant's expense.

### 3. Operation and Maintenance

a) The Tenants agree:

1) Not to pasture livestock to be breachy. Should any animal be outside the pasture on at least three occasions, the Property Owner may request its removal.

2) Not to assign their rights and duties under this lease without the written consent of the Property Owner.

b) Both agree:

1) Not to obligate the other party to this lease. Neither party hereto shall pledge the credit of the other party hereto for any purpose whatsoever without the consent of the other party. Neither party shall be responsible for debts or liabilities incurred, or for damages caused by the other party.

2) Responsibilities - The Tenants are to be responsible for the following:

c) To inspect fences, not less than once per year

d) To furnish labor and materials for repair of fences

- e) To comply with the rules and standards set by The Ohio Livestock Care Standards Board
- f) To furnish labor and materials for repair of water system
- g) To install electric wiring, if necessary
- h) To furnish labor and materials for repair of electric system.
- i) To return stray animals to pasture
- j) To pay for veterinarian expenses and call veterinarian in case of emergency
- k) To mow all three parcels in July of each year. (may be mowed more than once, if necessary)
- l) To mow the entry way into the leased property at 1761 River Rd once in July and again in September of each year (approximately 1 acre)
- m) To provide their own loading and unloading facilities
- n) To carry appropriate insurances, including \$1,000,000 of liability insurance.

4. Any differences between the parties as to their several rights or obligations under this lease that are not settled by mutual agreement after thorough discussions, shall be submitted for arbitrations to a committee of three disinterested persons, one selected by each party hereto and the third by the two thus selected. The committee's decision shall be accepted by both parties.

5. Hunting - Property owner agrees that Tenant has the sole right to hunt on this property during the appropriate hunting seasons and Tenant shall have the right to allow family and friends to also hunt on the property, within reasonable limits. Both parties agree that no compensation will be sought in return for family and friends being allowed to hunt on this property. In exchange for this covenant the Tenant agrees when necessary to obtain nuisance permits for the out of season removal of animals damaging agricultural crops and/or interfering with the use of the property for livestock purposes.

6. Penalty for early termination- It is the desire of the Property Owner to lease this property to Tenants for a period of 3 calendar years as indicated in this lease. Should Tenant terminate this lease the obligation to pay rent shall survive such termination and be payable by Tenants as if no termination occurred.

8. Annual rent in the amount of \$XXX or the assessed yearly property taxation, whichever is greater, is payable to the Board of Granville Township Trustees and is due 25% on March 15th, 25% on June 15th, 25% on September 15th, and 25% on December 15th of each year. If the rent is not paid when due the Tenants agree to pay interest on the amount of unpaid rent at the rate of 18% per annum from the due date until paid. for Property Owners.

For The Board of Granville Township Trustees (Lessor)

By: \_\_\_\_\_ Trustee,  
\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Fiscal Officer, \_\_\_\_\_ Date: \_\_\_\_\_

For The Lessee

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print name & Title

\_\_\_\_\_ Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Guarantor