

**CITY OF IONIA**

**FARMLAND LEASE AGREEMENT**

**FOR**

**PROPERTY LOCATED ON RIVERSIDE DRIVE**

**February 15, 2010 – February 14, 2015**

This Lease is entered into this \_\_\_\_ day of January, 2010 by and between Allison Badder and Jeff Badder, 3700 East David Highway, Ionia, Michigan 48846, hereinafter called “Renter” and the City of Ionia, 114 North Kidd Street, Ionia, Michigan 48846, hereinafter called “Landowner”.

The Landowner, in consideration of the agreements with the Renter as hereinafter set forth, hereby leases to the Renter, to occupy and use for the planting, maintaining and harvesting of crops a portion of a certain tract of land located in the City of Ionia, Ionia County, Michigan, more specifically described as being a portion of the following parcel located in Berlin Township, City of Ionia, Michigan:

Commencing at the southeast corner of Section 24 in Berlin Township, thence north along the east line of Section 24, 790 feet more or less for point of beginning. Thence south along the east line of Sections 24 and 24, 2,790 feet more or less to the centerline of Riverside Drive. Thence continuing west along the centerline of Riverside Drive 5,500 feet more or less, to the west line of Section 25, thence continuing north along the west line of Section 25, 800 feet more or less to the centerline of the Grand River. Thence northeasterly along the centerline of the Grand River to the point of beginning (being a portion of Parcel 34-204-800-000-005-20).

Entrance to this property is off of Riverside Drive with the actual portion of the aforementioned legally described property leased to the Renter being located west of the driveway off of Riverside Drive leading to the “south parking area” utilized by the Ionia Free Fair Association. Renter shall not in any way interfere with the Ionia Free Fair Association’s use of the property located east of the driveway for parking or other Association events or activities.

This lease shall become effective February 15, 2010 and shall continue in full force for five (5) years with payment to be made by December 1<sup>st</sup> of each year of this agreement.

The annual cash rent shall be paid by Renter, or their successors, in the amount of \$80.25 (Eighty Dollars and Twenty Five Cents) per leased acre per year to Landowner, which, considering the leased land totals 40 acres more or less, amounts to an annual lease payment of \$3,210.00 (Three Thousand Two Hundred Ten Dollars and Zero Cents), such amount to be paid to the City Treasurer of the City of Ionia.

Renter shall not plant any crops which shall mature after the expiration of this agreement unless said agreement is first extended or modified as herein indicated, nor will Renter do or permit any act which is contrary to any legal requirement or insurance requirement, or which might impair the value or usefulness of the land described, or any part thereof, or which constitutes a public or private nuisance or waste.

Landowner may terminate this lease for use of the land for purposes other than agriculture, or any portion of this lease, with sixty (60) days written notice to the Renter, at which time renter shall not plant any crops which shall mature after the termination of this agreement. In the event that Renter has planted crops prior to receiving notice from the Landowner of early termination of this lease and the Renter will not have an opportunity to harvest those crops, Renter will be reimbursed by the Landowner at the rate of \$575 per acre for corn and bean crops and \$150 per acre for any other crops.

Renter shall provide liability insurance for use of the land, and provide Landowner with a certified copy of such insurance. Landowner assumes no legal responsibility or liability for crop loss, accident or injury resulting from the use of the land in the manner described in this Agreement.

IN WITNESS WHEREOF the parties have hereto affixed their signatures.

WITNESS

---

---

WITNESS

---

RENTER

---

Allison Badder

Date:

---

Jeff Badder

Date:

LANDOWNER

---

Jason Eppler, City Manager

Date: