

APPROVED

First Reading: 04/25/12

Passed 8-0: 05/09/12

**COUNTY OF LEHIGH, PENNSYLVANIA
COMMISSIONERS BILL 2012-15
SPONSORED BY COMMISSIONER SCHELLER
REQUESTED DATE: APRIL 18, 2012
ORDINANCE NO. 2012-114**

**APPROVING A LEASE WITH THE SEED FARM FOR FORTY-THREE ACRES
IN UPPER AND LOWER MILFORD TOWNSHIPS**

WHEREAS, by Ordinance 2009 – No. 133 the County of Lehigh established the Agricultural Incubator Program, an educational program for future farmers which is managed by a non-profit entity; and

WHEREAS, the County of Lehigh owns a certain parcel of land situated along Vera Cruz Road in Upper and Lower Milford Townships, known as the Seem Seed Farm, a portion of which has been allocated to the Agricultural Incubator Program; and

WHEREAS, as contemplated in Ordinance 2009 - No. 133, the County is desirous of leasing that portion of the premises located at 5854 Vera Cruz Road, consisting of forty-three (43) acres (the Lease Premises) to The Seed Farm, the non-profit corporation which has been formed to operate the Agricultural Incubator Program; and

WHEREAS, the proposed lease is attached hereto as Exhibit "A"; and

WHEREAS, Ordinance approval is required for the conveyance of any interest in County property pursuant to Section 310(a)(6) of the Home Rule Charter.

**NOW, THEREFORE, IT IS HEREBY ENACTED AND ORDAINED BY
THE BOARD OF COMMISSIONERS OF THE COUNTY OF LEHIGH,
PENNSYLVANIA, THAT:**

1. The above clauses are incorporated herein and made a part hereof by this reference.

2. The proposed lease with The Seed Farm, as set forth in Exhibit "A", is hereby approved.

3. The proper officers and other personnel of Lehigh County are hereby authorized and empowered to take all such further action, including any necessary transfers of funds, and execute additional documents as they may deem appropriate to carry out the purpose of this Ordinance.

4. The County Executive shall distribute copies of this Ordinance to the proper offices and other personnel of Lehigh County whose further action is required to achieve the purpose of this Ordinance.

5. Any Ordinance or part of any Ordinance conflicting with the provisions of this Ordinance is hereby repealed insofar as the same affects this Ordinance.

6. This Ordinance shall become effective in ten (10) days after enactment.

ADOPTED this 9th day of May, 2012 by the following vote:

Commissioners

AYE

NAY

Thomas C. Creighton, III	X	
Percy H. Dougherty	X	
David S. Jones, Sr.	X	
Daniel K. McCarthy (absent)		
Vic Mazziotti	X	
Brad Osborne	X	
Scott Ott	X	
Lisa Scheller	X	
Michael Schware	X	

ATTEST:

Daryl Bevel
Clerk to the Board of Commissioners

APPROVED this 14th day of May, 2012.

Donald T. Cunningham, Jr.
County Executive

ENACTED this 14th day of May, 2012

SEED FARM LEASE AGREEMENT

THIS LEASE ("Lease") is by and between **THE COUNTY OF LEHIGH**, a Home Rule County of the Third Class with an address of 17 South Seventh Street, Allentown, Pennsylvania ("Landlord") and **THE SEED FARM**, a Pennsylvania not-for-profit corporation with a registered office address of 4184 Dorney Park Road, Suite 107, Allentown, Pennsylvania 18104 ("Tenant").

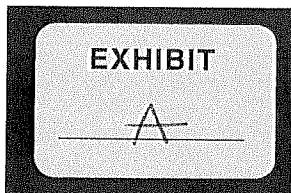
WHEREAS, Landlord owns a parcel of property, a portion of which the Tenant desires to lease and to further develop; and

WHEREAS, Landlord is dedicated to farmland preservation.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Site. Landlord hereby leases to Tenant the use of the real property located at 5854 Vera Cruz Road, in Upper and Lower Milford Townships, Lehigh County, Pennsylvania, ("Premises") upon the terms and conditions set forth herein, and being more particularly described by the attached legal description of 43 acres and/or maps (Exhibit "A") and is leased in an "AS IS" condition.

2. Facilities. Tenant shall have the right, at its expense, subject to Landlord's prior written permission, which permission shall not be unreasonably withheld, to erect and maintain on the Premises certain improvements, personal property and facilities necessary to operate a working farm ("Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Facilities at any time during the term of this Lease, subject to all other provisions of this agreement. Tenant shall cause all construction to occur in compliance with all applicable laws and ordinances. The Facilities shall remain the exclusive property of Tenant and Tenant shall have the right to remove same at any time during the term of the Lease and upon the expiration or termination of this Lease. In addition thereto, capital infrastructure and equipment (Exhibit "B") currently exist on the Premises that was purchased by Landlord but may be used by Tenant in furtherance of its expressed permitted use of the Premises as hereinafter set forth. Landlord reserves the right to conduct inspections during the term of this Lease for the purpose of updating and amending Exhibit "B" as needed.



3. Permitted Use. The Premises may be used by Tenant solely for farming and to educate and train future farmers as part of Tenant's Apprenticeship Program and for related activities, provided that all such activities shall be conducted in accordance with all laws, ordinances, regulations, approvals and directions from all governmental agencies and officers having jurisdiction over the same and this Agreement. Tenant shall also be permitted to sublet to farm stewards as part of Tenant's Stewardship Program.

4. Term. The initial term of this Lease shall be five (5) years, commencing on May 1, 2012, and terminating at midnight on the last day of the initial term. Tenant shall have the right to renew this Lease for one additional term of five (5) years. The renewal of the additional term shall occur automatically unless the Tenant gives the Landlord not less than three (3) months notice prior to the expiration of the initial term of its intention not to renew this Lease.

5. Rent. This Lease shall be a triple net lease and Tenant shall be obligated to pay as rent \$1.00 annually and all expenses of the Premises without exception.

6. Utilities: Access. Tenant shall have the right to install utilities and utilize all utility services at Tenant's expense. Landlord hereby grants Tenant an easement in, under and across any adjacent property it owns for ingress, egress, utilities and access adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service to service the Premises and the Facilities at all times during the term of this Lease and any renewal term. Tenant shall pay for all utilities supplied to the Premises, including but not limited to electricity, trash removal, water, sewer and gas, if any.

7. Permits. Tenant shall be solely responsible to obtain all certificates, permits, and other approvals that may be required by any federal, state or local authorities which will permit Tenant to use the demised premises for its intended purposes, as set forth herein. Landlord shall cooperate with Tenant in its efforts to obtain any and all permits as may be reasonably requested.

8. Liability. Tenant agrees to indemnify and save Landlord harmless from and against any and all liability, damage, expense, claims or judgments, including reasonable attorneys' fees, resulting from injury to person or damage to property resulting from or arising out of the use and occupancy of the demised premises by Tenant if caused by the negligent act or omission of Tenant, its agents, employees, invitees or guests during the term of this Agreement.

9. Signage. Tenant shall not display any signage except as permitted by law and all signage shall be subject to the prior written approval of the Landlord, which shall not be unreasonably withheld

10. Taxes. Tenant certifies that as of the date of execution of this Lease Agreement that it is not "delinquent" of any taxes owed to the County of Lehigh. "Delinquent" is hereby defined as the point in time at which the collection of the tax becomes the responsibility of the Lehigh County Tax Claim Bureau. Furthermore, Tenant agrees, as a specific condition of this Lease Agreement, that it shall remain current on all of the taxes it owes to the County of Lehigh.

11. Undue Influence. Tenant agrees not to hire any Lehigh County personnel who have exercised discretion in the awarding, administration or continuance of this Agreement for up to and including one (1) year following the termination of the employee from county service. Failure to abide by this provision shall constitute a breach of this Agreement.

12. Default. In the event of default by the Tenant for failure to abide by the terms and conditions of this Lease, Landlord may exercise all rights and remedies available in law or in equity after five (5) days notice of breach and Tenants failure to promptly cure.

13. Applicable Law. This Lease shall be governed according to the laws of the Commonwealth of Pennsylvania.

14. Notices. All notices, requests, demands and other communication shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord and Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant to:

With a copy to:

The Seed Farm
4181 Dorney Park Road
Suite 107
Allentown, PA 18104

If to Landlord to:

County Executive
County of Lehigh
Government Center
17 South Seventh Street
Allentown, PA 18101

County Solicitor
Department of Law
Government Center
17 South Seventh Street
Allentown, PA 18101

15. Miscellaneous:

A. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements.

B. The person who has executed this Lease represents and warrants that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

16. Lease Contents: This Lease consists of pages 1 through 4 inclusive. All of said contents shall be deemed interrelated.

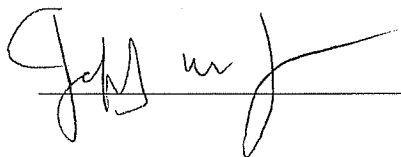
IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals to this Lease as of this _____ day of _____, 2012, intending to be legally bound hereby.

ATTEST:

THE COUNTY OF LEHIGH

By: _____
DONALD T. CUNNINGHAM, JR.
COUNTY EXECUTIVE

THE SEED FARM

 _____

By:  _____
SARA RUNKEL
DIRECTOR/FARM MANAGER



EXHIBIT A

Equipment Inventory

Equipment Description	Cost
New Holland TT75A 4wd tractor w/ front end loader, new	\$26,065.00
Kubota L-245 cultivating tractor, used	\$4750.00
Brillion 7 Tooth Chisel Plow, used	\$1750.00
Massey 7' Discs, used	\$1200.00
5' Wood's Mower, used	\$800.00
Nolt's 2 row water wheel transplanter w/ snap on spikes, new	\$1908.75
1 row Mechanical transplanter w/ potato cups, new	\$3592.00
3 row Planet Jr. Seeder w/ tool bar for 3pt hook-up, new	\$2199.00
2 row Stanhay precision seeder w/ tool bar for 3pt hook-up, used	\$2795.00
500# Nordagri spin spreader, new	\$500.00
Honda 7hp pump for irrigation, new	
BCS Model 853 Tractor – 13hp pull start, new	\$3233.00
BCS 26 in. Tiller Attachment, new	\$499.00
BCS hiller/furrower attachment, new	\$83.00
BCS 45 in. sickle bar mower attachment, new	\$1176.00
Nolt's compact raised bed mulch layer model # RB448, new	\$1520.00
Double drip attachment for mulch layer, new	\$260.00
William's Tool System w/ side knives and hilling discs, new	\$3643.00
I&J LD S-Tine Cultivator, 2-row, new	\$1315.00
3-row Buddingh Basket Weeder, new	\$3200.00

COUNTY OF LEHIGH ORDINANCE 2012 – NO. 114

CERTIFICATION

I, DAVID BARILLA, Clerk to the Board of Commissioners of Lehigh County, do hereby certify that the attached is a true and correct copy of the ordinance adopted at a regular meeting of the Commissioners of Lehigh County held on the 9th day of May, 2012, and approved on the 14th day of May, 2012 by the Lehigh County Executive, and effective on the 24th day of May, 2012.

A handwritten signature in black ink, appearing to read "David Barilla", is written over a horizontal line.

DAVID BARILLA, Clerk
Board of Commissioners