

This ordinance was advertised on the ___ day of _____ 2023 and was adopted by the Northampton County Council on the ___ day of April 2023.

ATTEST:

Linda M. Zembo
Clerk to Council

Kerry L. Myers
County Council President

Lamont G. McClure
County Executive



Northampton County
Department of Public Works
Division of Parks & Recreation
151 Country Club Road, Easton, PA 18045
Office: 610-829-6400

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LAND MANAGEMENT LEASE AGREEMENT

WHEREAS, THE COUNTY OF NORTHAMPTON, a political subdivision organized and existing under the laws of the Commonwealth of Pennsylvania, with its offices and principal place of business located at 669 Washington Street, Easton, Pennsylvania, 18042, and

WHEREAS, hereinafter called the LESSOR, hereby leases to Seiple Farms LLC., 5761 Nor Bath Boulevard, Bath, Pennsylvania, 18014, hereinafter referred to as LESSEE, the real property, and

WHEREAS, LESSOR is the owner of a tract of land consisting approximately 94.6 acres located in East Allen Township and identified as Northampton County Tax Map Parcel L5-6-7D more fully described in Exhibit "A" hereinafter referred to the "PROPERTY", and

NOW, THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

1. County's Intent to Manage and Develop a Public Park/Preserve: LESSOR and LESSEE acknowledge that this property's immediate and future management of the PROPERTY will allow for public use with intent to manage the land to benefit environmental, recreational and educational initiatives. Immediate and future use and management of the PREMISES for recreation, conservation, and environmental education purposes which allows public access in appropriate areas deemed by the LESSOR. This may include activities such as: trails, nesting boxes, PA native plantings, no mow areas, meadow conversions, bird blinds, group organized or independent programs, and wildlife observation areas. In furtherance of this goal, the LESSEE will allow the LESSOR adequate access to the PROPERTY to manage the PROPERTY or engage in any maintenance or construction activity necessary to accomplish this goal. These activities shall not work as a detriment or interfere with the ongoing farming activities of the LESSEE.
2. Term of Lease: The term of this Lease shall be for a period of five (5) years commencing January 1, 2023, and ending December 31, 2027. A Notice of Termination shall be deemed completed if mail is directed to party at the address first appearing, as further described in Section 16 of this Lease.

3. Rent: The LESSEE shall pay to the LESSOR as a rent for the use and possession of the PROPERTY the sum of \$100.00 per tillable acre. The LESSEE acknowledges that there are 94.6 tillable acres. Thus the annual rental will be \$9,460.00. One half of the rental \$4,730.00 will be paid on or before February 1, or at the execution of this lease and the remaining balance of \$4,730.00 will be paid on or before December 1. The LESSEE may pay a lump sum of \$9,460.00 prior to April 1 of each year. If land removed from the Lease for the development and/or management of the park/preserve contains crops, the LESSOR will adjust the LESSEE rent accordingly to the tillable acres.

4. Use of the Property: The LESSEE is hereby granted and may pursue only the agricultural usage of the land and all other usages and rights are retained by the LESSOR. The LESSOR, its agents, and the general public for any and all use not inconsistent with the LESSEE'S farming operation. A permit must be obtained in advance of any management activities from the County Division of Parks and Recreation and such management pursuits by the LESSEE as may be authorized by the LESSOR, and in compliance with the County Ordinance No. 141, Session 1988 and its subsequent amendments. The LESSEE shall not sell or remove topsoil, sand gravel, rock, oil, coal, or other minerals, nor any lumber, posts, or wood, nor anything growing upon the land save what LESSEE planted.

5. Building Included in Lease: A building or structure located on the property may be permitted for use by the LESSEE as may be authorized by the LESSOR, and in compliance with the County Ordinance No. 141, Session 1988 and its subsequent amendments.

6. Lessors Rights to Remove Land: The LESSOR may from time to time remove land from this Lease for the uses, or for installation of park/preserve development and/or maintenance of utilities. While the land being leased is reduced, the rent and all other terms as called for are to remain in full force and effect during the term of this Lease. If the land removed from the Lease contains crops, damages will be paid to the LESSEE for the value of the affected crops as they are in field at the time such land is removed.

7. Duties of the LESSEE:
 - a. The LESSEE, its executors, administrators and assigns agrees to operate the farm with care and not permit the waste of this property nor destroy or remove with consent of the LESSOR or its agents, any buildings, shed, engines, windmills, pumps, water tanks, pipes, fences, drains, and other fixtures and improvements to the farm, at the beginning of the term of the Lease, or put on the farm during the term of the Lease. The LESSEE agrees to occupy the farm continuously throughout the Lease period and to farm the same in a good and farm like manner that is compliant with the Erosion & Sediment Plan, Conservation Plan and/or related land management plan approved by the LESSOR.

- b. The LESSEE agrees to open and keep open the outlets of all drains, repair drains that may be choked or break out during the term of this Lease and to keep properly cleaned out all open ditches.
- c. The LESSEE agrees to use every reasonable means to prevent flooding, washing, and gulying on these lands. The LESSEE accepts the responsibility for the erosion and sedimentation control as stipulated in the accompanying agreement, Exhibit "B" as part of this Lease.
- d. The LESSEE agrees to cut all weeds on the farm as required by Statute. In addition, all weedy growth along an adjacent roadway were such growth could impair the visibility to those entering or exiting, shall be cut each season in the month of July and again in September and more frequently if needed.
- e. All applicators of pesticides shall be certified by the Commonwealth of Pennsylvania, either as private applicator or as a commercial applicator, or be under the direct supervision of such a certified applicator, as required by statute, whenever such herbicides or pesticides are used upon the leased land. The LESSEE assumes the responsibility provide the LESSOR a copy of their updated pesticides certification. If the LESSEE is not the applicator a copy of the sub-entity's certification must be provided. The LESSEE assumes all liability for damages to person or property from the use or misuse of agricultural chemicals.
- f. The LESSEE agrees to not use or spread sewage sludge, biosolids, residential septage, and/or by products of sewage sludge, biosolids, and/or residential septage vial land application. The definitions of biosolids, residential septage, and sewage sludge are as follows;
 - i. Biosolids – see sewage sludge
 - ii. Residential Septage – any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as such material. This shall expressly include residential septage as defined in 25 PA Code §271.1 and §271.907.
 - iii. Sewage Sludge – any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as such material, including biosolids. This shall expressly include both Class A and Class B biosolids, and sewage sludge as defined in 25 Pa. Code §271.1. This term shall also include any byproducts of sewage sludge.

- g. The LESSEE agrees to leave as many acres well plowed on this farm at the termination of this Lease as he finds when the term of this Lease begins.
- h. The LESSEE agrees to leave on the PROPERTY adequate seedings and/or cover crops to control soil erosion and sediment. The seedings methods used by the LESSEE must receive prior written approval from the LESSOR.
- i. All operations conducted on the PROPERTY by the LESSEE shall be conducted by the LESSEE in accordance with the best course of husbandry practiced in the geographical vicinity of the PROPERTY. Should the LESSEE fail to take any action required by the best course of husbandry practiced in the geographical vicinity of the PROPERTY or should the LESSEE fail to conduct any operations undertaken on the PROPERTY in accordance with the best course of husbandry practiced in the geographical vicinity of the PROPERTY, the LESSOR may, after serving ten days written notice of such failure of the LESSEE in the manner provided for service of notices in the LEASE, enter the PROPERTY and take such action as the LESSOR may deem necessary to protect his interest in this Lease and in the PROPERTY. LESSEE agrees to reimburse the Lessor on demand for the cost of any actions taken by the LESSOR pursuant to the provisions of this paragraph.

8. Insurance Hazards: Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Lessee's use of the Leased Premises. The Lessee shall not commit or permit the commission of any hazardous acts on the PROPERTY nor use or permit the use of the PROPERTY in any manner other than the cultivation of crops. The lessee shall, at his own cost and expense, comply with any and all requirements of LESSOR's risk control service, Parks Department and/or insurance carrier requirements.

The Lessee will annually provide the County with a certificate of insurance with general liability limits of not less than \$1,000,000 per occurrence for both bodily injury and property damage with a \$2,000,000 policy aggregate as well as a commercial umbrella with policy limits of not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. Both the general liability policy and the umbrella policy will name Northampton County as an additional insured with coverage for and limited to the leased property.

9. Alterations and Liens: The LESSEE shall not make or permit any other person to make any alterations to the PROPERTY or to any improvement thereon or facility appurtenant thereto without the written consent of the LESSOR first had obtained. The LESSEE shall keep the PREMESIS free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted thereon at the instance or request of LESSEE.

10. Inspection by LESSOR: The LESSEE shall permit the LESSOR or the LESSOR's agents, representatives, or employees to enter the PROPERTY at all reasonable times, for the purpose of inspecting the PROPERTY to determine whether the LESSEE is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect the LESSOR's interest in the PROPERTY.
11. Hunting, Fishing, Trapping: Any access for hunting, fishing and trapping may be permitted if approved by LESSOR enforced and in compliance with the County Ordinance No. 141, Session 1988 and its subsequent amendments.
12. Acceptance by LESSEE: The LESSEE accepts the PROPERTY, as well as the improvements thereon and the facilities appurtenant thereto, in their present condition. The LESSEE agrees with, and represents to the LESSOR, that the PROPERTY have been inspected by the LESSEE and that the LESSEE has been assured by means independent of the LESSOR or any agent of the LESSOR of the truth of all facts material to this Lease, and PREMISES are being leased by the LESSEE as a result of the LESSEE's inspection and investigation and not as a result of any representations made by the LESSOR or any agent or the LESSOR.
13. Hold Harmless: The LESSEE agrees to indemnify and hold the LESSOR and the property of the LESSOR, including the PROPERTY, free and harmless from any and all claims, liability, loss, damage, or expense resulting from the LESSEE's occupation and use of the PROPERTY, specifically including without limitation any claim, liability, loss or damage arising:
- a. By reason of the injury to person or property, from whatever cause, while in or on the PROPERTY or in any way connected with the PROPERTY or with the improvements or personal property in or on the PROPERTY including any liability for injury to the person or personal property of the LESSEE, his agents, officers, or employees;
 - b. By reason of any work performed on the PROPERTY or materials furnished to the PROPERTY at the instance or request of the LESSEE, his agents or employees;
 - c. By reason of the LESSEE's failure to perform any provision of this Lease or to comply with any requirement imposed on him or on the PROPERTY by any duly authorized governmental agency or political subdivision;
 - d. Because of the LESSEE's failure to inability to pay as they become due, any obligations incurred by the LESSEE in the agricultural or other operations to be conducted by the LESSEE on the PROPERTY.

14. Subleasing and Assigning: The LESSEE shall not encumber, assign, or otherwise transfer the Lease, any right or interest of the Lease, or any right or interest in the PROPERTY or nay of the improvements that may now or hereafter be constructed or installed on the PROPERTY, without the express written consent of the LESSOR first had and obtained. Neither shall the LESSEE sublet the PROPERTY or any part thereof or allow any other person, other than the LESSEE's agents, family, and servants, to occupy or use the PROPERTY or any part thereof without the prior written consent of the LESSOR. A consent by the LESSOR to one assignment, subletting, occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any encumbrance, assignment, transfer, or subletting without the prior written consent of the LESSOR, whether it be voluntary or involuntary, by operation or law or otherwise, is void and shall, at the option of the LESSOR, terminate this Lease. The consent of the LESSOR to any such assignment of the LESSEE's or any interest herein by the LESSEE except as provided in Paragraph 13 of this Lease.

15. Confession of Judgement: If rent and/or charges hereby reserved as rent shall remain unpaid on any day when the same should be paid, LESSEE hereby empowers and authorizes any Prothonotary or attorney of any Court of Record to appear for LESSEE in any and all actions which may be brought for rent and/or the charges, payments, costs and expenses reserved as rent, or agreed to be paid by the LESSEE and to Confess Judgement for money against LESSEE for all and any part of the rent specified in this Lease and then unpaid including, at LESSOR's option, the rent for the entire unexpired balance for the term of this Lease, and or other charges, payments, costs, and expenses reserved as rent or agreed to be paid by the LESSEE, and for said Confession of Judgement for money shall be pursuant to and as authorized by Rule 2950 et seq. of the Pennsylvania Rules of Civil Procedure. Such authority shall not be exhausted by one exercise thereof, but judgement may be confessed as aforesaid from time to time as often as any of said rent and/or other charges reserved as rent shall fall due or be in arrears, and such powers may be exercised as well after the expiration of the original term and/or during any extension or renewal of this Lease.

16. Ejectment: When a term of this Lease has been broken, either during the original term of this Lease or any renewal or extension thereof, and also when and as soon as the term hereby created or any extension there of shall have expired, LESSEE hereby empowers and authorizes any Prothonotary to appear for LESSEE and to confess judgment for possession of real property for the demised property pursuant to Rule 2970, et seq. of the Pennsylvania Rules of Civil Procedure. Such authority shall not be exhausted by one exercise thereof, but judgement may be confessed as aforesaid from time to time as often as it may be necessary and permitted pursuant to this paragraph LESSEE shall be responsible for LESSOR's costs and attorneys fees for any action brought by LESSOR against LESSEE to confess judgement for possession of the demised PROPERTY.

However, and notwithstanding anything herein to the contrary the parties to this Lease Agreement agree that LESSOR may terminate this lease at any time upon ninety

days written notice to LESSEE. In the event LESSOR terminates the Lease in this fashion then, in that event, LESSEE may receive adequate compensation for any crop unharvested on the date of such termination.

17. Time of Essence: Time is expressly declared to be of essence of this Lease.

18. Waiver: The Waiver of any breach of any of the provision of this Lease by the LESSOR shall not constitute a continuing waiver or a waiver of any subsequent breach by the LESSEE either of the same or of another provision of this Lease.

This Lease is executed on the _____ day of _____, _____ at Easton, Pennsylvania.

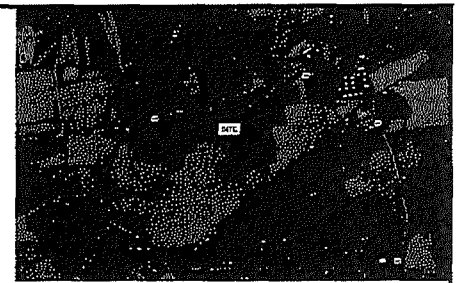
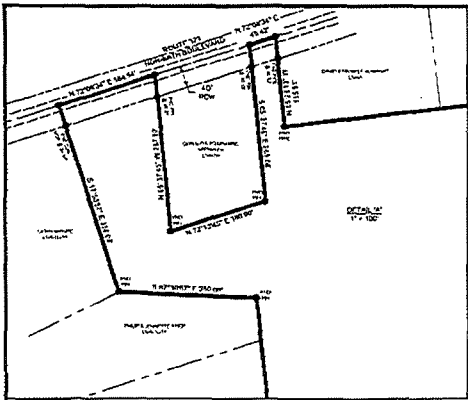
ATTEST:

COUNTY OF NORTHAMPTON

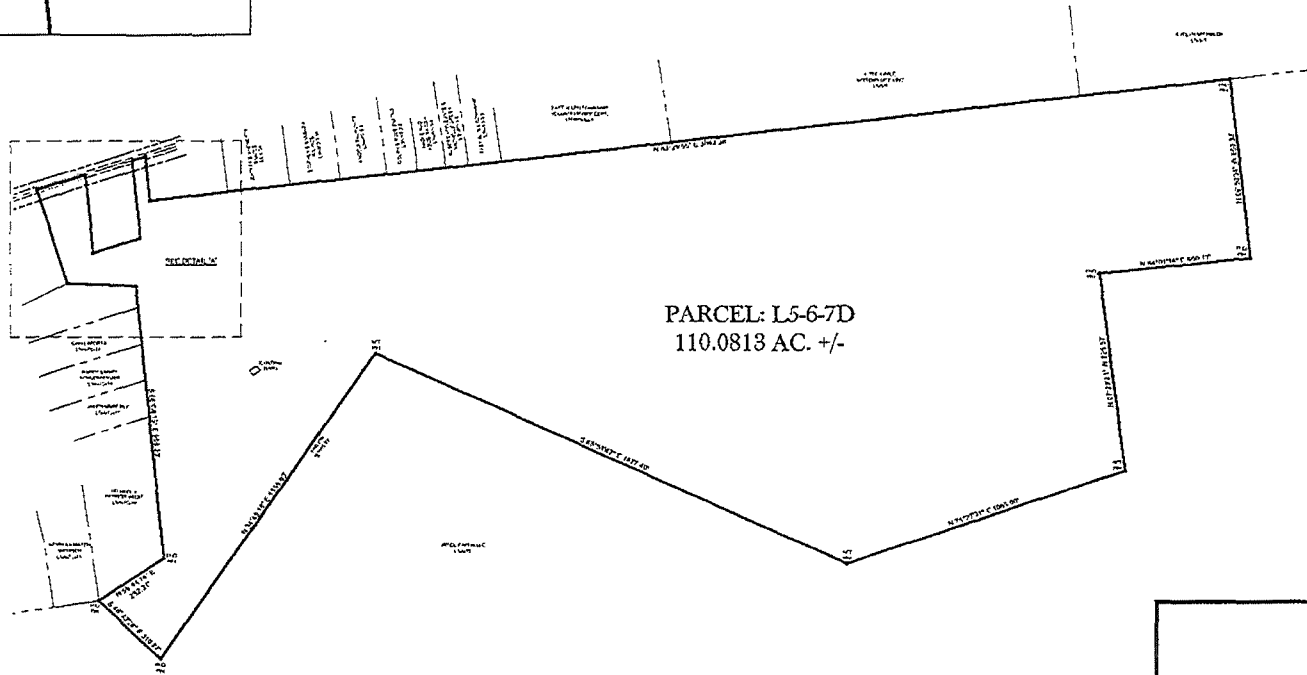
WITNESS:

LESSEE

EXHIBIT A
Survey Map



LOCATION MAP
1" = 200'



FINAL PLAN
SURVEY OF LANDS OF
NANCY BRUCH ETAL

EAST ALLEN TOWNSHIP, NORTHAMPTON COUNTY, PA.

NOVEMBER 14, 2021 SCALE 1" = 200'

JONATHAN SHUPP, P.L.S., S.E.O.
224 NEW YORK BLVD, EFFORT, PA 18330
570-350-4705

EXHIBIT B
AGREEMENT DELEGATING RESPONSIBILITY FOR EROSION AND
SEDIMENTATION CONTROL

THIS AGREEMENT, made and entered into this _____ day of _____, 2023 BY AND BETWEEN the County of Northampton, of the City of Easton, in the County of Northampton, and Commonwealth of Pennsylvania (hereinafter "Landowner") AND Seiple Farms LLC. of 5761 Nor Bath Boulevard, Bath, Pennsylvania, 18014, (hereinafter "Tenant") WITNESSETH:

WHEREAS, Section 102.4 (a) of the Rules and Regulations of the Department of Environmental Resources, 25 Pa. Code §102.4(a), requires Landowner to design, implement and maintain an erosion and sedimentation control plan for earthmoving activities involving agricultural plowing and tilling in order to minimize accelerated erosion and sedimentation and resulting pollution of the waters of the Commonwealth, and

WHEREAS, the parties agree that Landowner hereby delegates to Tenant and Tenant agrees to install and erosion and sedimentation control plan for earthmoving activities involving agricultural plowing and tilling in accordance with the above referenced regulations, and

WHEREAS, Landowner has leased about 94.6 acres of this farm located at Northampton County Tax Parcel ID L5-6-7D in East Allen Township, County of Northampton, to Tenant for a period of five years, beginning January 1, 2023 and ending December 31, 2027 (on terms and conditions described in an agreement dated _____, 2023 and ordained under Ordinance _____, dated this _____ day of _____ 2023.

NOW THEREFORE, in consideration of the covenants hereinafter contained, the parties intending to be legally bound, hereto agree that:

1. Tenant shall abide by the developed erosion and sedimentation control plan, consented by the County Government, to be used during the normal plowing and tilling operations associated with agricultural cropping activities on the lands leased to Tenant.
2. Tenant shall be responsible for constructing any necessary permanent control facilities on the leased lands.
3. Tenant shall implement those portions of the erosion and sedimentation control plan that pertain to normal plowing and tilling operations on the leased lands.
4. Tenant shall maintain any permanent erosion control facilities on the leased lands.
5. Tenant shall be held liable if inspection actions by authorized personnel of the Department of Environmental Resources or its designees indicate that the erosion and sedimentation control plan for the leased lands is not being properly implemented and, as a result, violations of The Clean Streams Law, the Act of June 22, 1937, P.L. 1987, as amended, 35 P.S. §691.1 et seq., ("The Clean Streams Law") or the rules and regulations adopted thereunder at 25 PA CODE §102.1 et seq. are occurring or have occurred.

6. Tenant shall be held liable if inspection actions by authorized personnel of the Department of Environmental Resources or its designee indicate that Tenant has not constructed and/or maintained the necessary permanent control facilities designated violations of The Clean Streams Law or the rules of promulgated thereunder at PA CODE §102.1 et seq. are occurring or have occurred.
7. Should the Tenant refuse to correct the conditions leading to such violations within the period prescribed by the Department of Environmental Resources the, at Landowners option, the said lease between the Landowner and Tenant shall terminate as of the date of such inspection and all rights of the tenant thereunder shall cease, and the Tenant shall immediately vacate the premises and deliver possession thereof the Landowner, the Tenant hereby waiving all requirements of notice to so vacate, and all seed and crop planted in or standing on the premises shall be and remain the property of the Landowner as liquidated damages for the Tenant's breach, any provisions in said lease contrary to those herein notwithstanding. The remedies provided to the Landowner herein shall be cumulative with those which may be provided for breach under in the said lease.
8. This agreement shall be concurrent with the aforesaid agreement leasing the use of the lands, including any renewals and extensions thereof, and including any new substitute leases made between Landowner and Tenant.
9. The instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modification concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by the party to be charged.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this _____ day of _____, 2023.

Northampton County
LANDOWNER

Seiple Farms LLC.
TENANT