

FARMING AGREEMENT

This Farming Agreement entered into this _____ day of _____, 2011 by and between the Columbus Recreation and Parks Department, Lessor, hereinafter referred to as Parks, and Michael T. Hummel, Lessee, presently residing at 9400 Bowen Road, Canal Winchester, Ohio 43110, hereinafter called Operator.

WHEREAS Parks is the owner of a tract of land one containing approximately 32 acres located in the State of Ohio, County of Franklin, City of Columbus and being part of Section 7, Township 15, Range 20 of the Congress Lands within the area known as Pickerington Ponds Metro Park, as more fully illustrated in Exhibits A attached hereto and made a part hereof are referred to as "Farm Land" or "Property"; and

WHEREAS which land Operator is desirous of farming under the terms and conditions of this Farming Agreement; WITNESSETH:

1. Parks hereby allows Operator to utilize for a term beginning February 1, 2011 and ending December 31, 2011, the land hereinabove described.
2. In consideration of this Farming Agreement ("Agreement"), Operator shall pay unto Parks as fee for said premises the base sum of \$4,104.00 Dollars or \$152.00 per acre for approximately 27 acres of tillable land shown as (1) on Exhibit A. The said fee of \$4,104.00 shall be paid as follows: The annual rent shall be payable in the amount of \$2,052.00 by April 30th of the current term and the balance by December 31st of the then current term. Payments shall be made by check or money order payable to **City of Columbus, Ohio** and delivered to the Columbus Recreation and Parks Department without deduction for any reason and without proration.
 - A) The term of this FARMING AGREEMENT shall be for one (1) year term commencing on the 1st day of February, 2011, and terminating on the 31st day of December, 2011, unless sooner terminated as herein provided.
 - B) The FARMING AGREEMENT shall be automatically renewed for up to four (4) additional successive one (1) year terms, unless Operator provides Parks with written notice of termination at least thirty (30) days prior to the expiration of the then current term.
3. The Operator shall use the land herein described for agricultural purposes only. Such land use shall be limited to the planting of crops as referenced in section 4(a) through (i) of this Agreement and excludes any livestock unless mutually agreed upon by the Operator and Parks.
4. Operator will operate and farm such land and comply with all industry standard soil-conversation practices, will perform plowing, seeding, cultivation and harvesting at the proper time and in the proper manner, and will fertilize, rotate crops, and utilize such soil conservation practices as are necessary and desirable for the preservation of the soil of said farm land, all to the end that such land, upon termination or expiration of the Agreement, will be in as good or better condition than at the time of the commencement of this Agreement. All crops to be planted and any herbicides and insecticides utilized on all or any part of the farm land shall be first approved by Parks. The following regulations shall apply to the use of the land as applicable:
 - a. Corn ground: harvested corn may not be chopped or cut for silage. Herbicide and insecticide use is permitted, but only with non-carryover types. All herbicide and

insecticide use must be recorded as follows:

- (1) Field used on.
- (2) Date.
- (3) Herbicide and/or insecticide used.
- (4) Mixture.
- (5) Person or company who applied it.
- (6) Weather conditions when applied.

A copy of this information is to be furnished to Parks.

- b. Soybean stubble and chaff are not to be burned. The same herbicide and insecticide restrictions which apply for corn should be followed for soybeans.
 - c. Small grain (oats and wheat): straw resulting from combining may be removed by Operator.
 - d. Meadow (hay): Operator shall plant a minimum of fifteen (15) pounds of clover or alfalfa per acre on all seeded wheat or oats ground. Alfalfa should not be planted if the pH reading is below pH6. At least one cutting of hay per year is to be made. (If only one cutting is made per year, it shall be done in July.) Mowing of hay during darkness is prohibited.
 - e. Fall plowing is prohibited. Sod waterways and roads are not to be plowed or sprayed and are to be left where needed as prescribed by the Operator.
 - f. If necessary, the Operator maintains an "access trail" through the area which will be used by the Operator for access to some of the fields. The Operator shall not block the trail. The Operator shall be responsible for repairs to the trail which are caused by Operator's equipment. All gates or barriers are to be closed and locked after exit at the close of each workday.
 - g. Operator shall not plow or cultivate inside the dripline of trees along fence line and roadways.
 - h. It is agreed that the Operator will leave undisturbed all grassed waterways; that Operator will comply with all applicable laws, ordinances and regulations of the City of Columbus; that the use and occupation of the premises shall be in accordance with recognized agricultural practices. Operator shall not store chemicals/herbicide and/or insecticide on the farm land.
 - i. It is agreed that Parks and Operator shall mutually agree on a crop rotation schedule for the land in this Agreement, which schedule shall be committed to writing.
5. Operator agrees that he will not assign his rights or sublet or otherwise obligate any portion of the farm land without the express written consent of Parks, that Parks retains the right to enter upon the farm land at any reasonable time for repairs, improvements and inspection; that Operator will not commit waste on or damage to the land or permit others to do so; that he will not remove or permit others to remove any standing timber of any character or description without the written consent of Parks; that he will not alter or change any water courses or drainage systems on said farm land unless such alteration or changes are approved by Parks.
 6. Operator shall at all times during the term of this Agreement procure and maintain public

liability insurance in minimum amounts of \$100,000/\$300,000 insuring any and all liability to others arising out of his operation of said farm, including all equipment owned by him or under his control utilized on such farm and shall at all times upon request give such evidence as may be requested by Parks of the maintenance of such insurance and the payment of premiums therefore. Further, Operator shall at all times indemnify and save Parks harmless from any and all liability arising out of his operation on said farm land.

7. Parks shall promptly pay, when due, all real estate taxes imposed upon the premises, if any such taxes are levied. Operator shall promptly pay, when due, any and all taxes imposed upon him without limitation arising out of his operation on said farm land, including but not limited to income tax.
8. In the event of the death or physical or mental incapacity of Operator, this Agreement may be terminated by written notice from Parks to Operator or his representatives at least three (3) months before the end of any crop year. Upon termination of this Agreement, the executor of the estate or other appropriate legal representative may submit a recommendation concerning the final disposition or harvest of the crops to Parks. The Director of Parks will review the recommendation and respond in writing to the Operator. Parks is not by the terms of this Agreement in any way bound to such recommendation, compensation for crop value, or responsible to harvest the crop.
9. If the Operator, when payments set forth in paragraph 2 herein become due, should fail to pay said amount or any part thereof, or if the Operator should breach or violate any other condition of this Farming Agreement, Parks shall have the immediate right, without notice, to enter upon and assume operation of the property herein described, and Parks in such event may then declare this Agreement terminated, and hold Operator liable for all unpaid fees. Parks shall not be held liable for any loss or damage suffered by the Operator as a result of actions by Parks taken in response to such breach, violation, or default of this Farming Agreement.
10. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
11. Any written demand, notice, approval, consent, or other communication to be made by a party hereto shall be deemed sufficiently made if made in writing and delivered personally or by overnight express courier or sent by certified mail return receipt requested at the addresses set forth below, or such other address as the respective party may provide in writing from time to time.

1) As to Parks:
Maureen Lorenz, Property and Acquisitions Manager
Columbus Recreation and Parks Department
1111 E Broad Street
Columbus, OH 43205

Copy to: Chief Real Estate Attorney
109 North Front Street, 4th Floor
Columbus, OH 43215

2) As to the Operator:

Michael T. Hummel, Lessee,
9400 Bowen Road
Canal Winchester, Ohio 43110,

12. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between Parks, its agents and employees, and Operator arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, State of Ohio.

13. This Agreement shall not be construed as giving rise to a partnership, and it is agreed and understood that Parks shall not be liable for any debts or obligations of the Operator, and that Parks reserves no control over the manner or means in which the Operator farms said land except as set forth in this Agreement.

Signed in the presence of:

CITY OF COLUMBUS, OHIO
a municipal corporation

By _____
Alan D. McKnight, Director
Columbus Recreation and Parks Department

Michael T. Hummel Farm

This document approved as to form by:
CITY OF COLUMBUS, DEPARTMENT OF LAW
BY: David E. Peterson (3-24-11)
Real Estate Attorney
Real Estate Division
For: Rec & Parks – Maureen Lorenz
Re: Former Metro Property – Gender Road