

CASH FARM LEASE

This lease is entered into this ____ day of April, 2014 between the City of Charlotte, 111 E. Lawrence Avenue, Charlotte, Michigan (Landlord) and Dodge Williams and Marshall Williams, 498 Spicerville Highway, Charlotte, Michigan (Tenant).

The Landlord hereby agrees to lease, for farming purposes, 13.2 acres of the southwest portion of the following property situated in Eaton Township, Section 8, Eaton County, Michigan legally described as: **E ½ of S 70 A of E ½ of SW ¼. Sec 8, T2N, R4W, City of Charlotte 01/07/03 Annexation.**

The terms of the lease shall be extended for one (1) year from May 1, 2014 to April 30, 2015. It is understood that if the City has an opportunity to develop the property that is being rented, before the crops have been harvested, the City will contract for a professional analysis of fair market value on the crops on the parcel to reimburse the tenant for losses.

Rent for this land, which is paid by the tenant to the landlord, is to be \$72 per acre and is to be due the 15th of December starting in December 2014.

Dodge and Marshall Williams, Williams Bros. Farm, their agents and employees shall indemnify and hold harmless the City of Charlotte and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from leasing the farmland identified above. A certificate of insurance shall be on file with the City Clerk, prior to entering the property.

Feed grain or other monies paid for compliance with government farm programs is to be allocated as follows: 100% to the tenant.

The terms of the lease shall be binding upon heirs, executors, administrators and assigns of both landlord and tenant in like manner as upon the original parties.

_____ Carrie Burch, Mayor	_____ Date
_____ Ginger L. Terpstra, City Clerk	_____ Date
_____ Dodge Williams, Tenant	_____ Date
_____ Marshall Williams, Tenant	_____ Date