PLEASE TAKE NOTICE that the Township of Chesterfield will receive bids for the lease of certain property owned by the Township of Chesterfield located on Bordentown-Chesterfield Road, consisting of approximately 36 +/- acres, and more formally known as Block 203, Lot 43.01 on the Tax Maps of Chesterfield Township. The land to be leased shall be used only for pasture or for the growing of farm crops. A copy of the proposed Lease Agreement and the Bid Form is on file with the Township Clerk at the address and during the times set forth below.

The Township will receive sealed bids for the lease term of three (3) years, January 1, 2020 through December 31, 2023. Each bidder shall be required to set forth the nature of the agricultural activity, which he/she intends to make of the property; and the annual rent to be paid to the Township for said property.

All bids must be submitted in sealed envelopes to: Caryn M. Hoyer, RMC, Township Clerk, 295 Bordentown-Chesterfield Road, Chesterfield, New Jersey 08515. Office hours for review of documents are Monday through Friday, 8:30 AM to 4:00 PM.

Sealed bids shall be received and opened October 16, 2019 at 10:00 AM at the Municipal Building, 295 Bordentown-Chesterfield, Chesterfield, NJ 08515.

By Order of the Chesterfield Township Committee

Caryn M. Hoyer, RMC
Township Clerk
TOWNSHIP OF CHESTERFIELD

BID FORM FOR LEASE OF FARMLAND
BORDENTOWN-CHESTERFIELD ROAD
BLOCK 203, LOT 43.01
36+- ACRES

BIDS TO BE OPENED WEDNESDAY,
OCTOBER 16, 2019 AT 10:00 AM

The undersigned hereby bids the sum of $___________ per year for a term of three (3) years, said term beginning January 1, 2020 and ending December 31, 2023, according to the terms of the lease which is made part of this bid as set forth herein.

NAME: __________________________________________________
ADDRESS: ______________________________
CITY, STATE, ZIP: ______________________________

______________________________
signature
TOWNSHIP OF CHESTERFIELD
FARMLAND LEASE

THIS LEASE made this 1st day of January, 2020 by and between the Township of Chesterfield, a municipal corporate body politic with offices at 295 Bordentown-Chesterfield Road, Chesterfield, NJ 08515, (hereinafter “Lessor”), and _______________ (hereinafter called “Lessee”)

ARTICLE I. DESCRIPTION OF LEASE TO LAND.

Lessor leases to Lessee, and Lessee rents and accepts from Lessor, a certain parcel of land located at the Northern side of Bordentown-Chesterfield Road consisting of approximately 36 +/- acres as shown on the tax map of the Township of Chesterfield as Block 203, Lot 43.01 annexed hereto and made a part of this lease.

This lease and the leased land are subject to all present liens, encumbrances, conditions, rights, easements, restrictions, rights of way, covenants, other matters of record, and zoning and building laws, ordinances, regulations, and codes affecting or governing the leased land or that may affect and govern the leased land after the execution of this lease, and all matters that may be disclosed by inspection or surveying.

ARTICLE II. TERM AND RENT

TERM: Lessee’s obligation to pay rent and occupy the leased land in accordance with this lease shall be for a term of three (3) years, (“Term”), commencing January 1, 2020 and ending on December 31, 2023, unless terminated at an earlier date for any reason set forth in this lease.

RENT: Lessee shall pay rent to the Lessor, without notice or demand, and without abatement, reduction, or set off for any reason, at the office of the Lessor or such other place as Lessor may designate in writing. The rent shall be payable at the annual rate of $___________. Lessee has paid the annual rent for the first year of the contract in the amount of $ __________ prior to the signing of this lease agreement. Thereafter, each year’s lease payment must be paid by January 1st of the calendar year.

ARTICLE III. UTILIZATION OF LEASED PREMISES.

The land so leased shall be used only for pasture or for the growing of farm crops. No hunting will be permitted and violations will be prosecuted by the Township.

The Lessee shall farm the land in a good farm-like manner and will keep thistles, briars, elders and other noxious plants and weeds trimmed and, as far as practical, will not permit them to grow on the premises.

The Lessee shall not plant any crops or other growth or place any obstructions so near the intersection of the roads bounding the tract as to constitute an obstruction to the vision of motorists coming out of the lands from bordering properties.

The Lessee will, in accordance with good farming practices and prior to the expiration of the lease, sow the land with a suitable cover crop so as to stabilize the soil and prevent the erosion or blowing about of top soil and will leave the premises in as good condition as they now are, and shall vacate promptly on the expiration date.
The Township retains the right, at its discretion and at the time it deems appropriate, to further restrict the farming operations permitted herein and to limit same to food production purposes, or horticultural production, or such other farming operations as deemed appropriate by the Lessor.

**ARTICLE IV. RIGHT OF RE-ENTRY**

Lessor reserves the right to itself, its agents, servants, employees or contractors, at any time during the term of the lease, but without doing any unnecessary damage to any crops, to enter and re-enter the leased premises or any part thereof and to make test borings and percolation test, surveys, including setting and maintaining surveyor’s stakes and monuments, or to do other things incident to preparing for the erection on said premises, after termination of the lease, of a building or buildings for governmental or other municipally approved use.

**ARTICLE V. CONSTRUCTION PROHIBITED.**

The Lessee shall be prohibited from constructing any buildings, out buildings, sheds, or any other improvements on the property without the express written consent of the Lessor. In the event such construction takes place, the Lessee understands and agrees that upon the termination of this lease, said improvements shall remain the property of the Lessor and shall not be permitted to be removed by the Lessee.

**ARTICLE VI. NO ASSIGNMENT**

This lease may not be assigned nor sublet by the Lessee without the express written consent of the Lessor, obtained in advance of any such sublease or assignment.

**ARTICLE VII. SECURITY.**

If, at any time during the term of the lease, the Lessor deems it necessary to require security for payment of the balance of the rent due hereunder, the Lessee will execute to Lessor a Crop Mortgage, a bond guaranteeing payment sufficient surety to pay the balance of the rent due, or shall give such other form of security as deemed sufficient and appropriate by the Lessor.

**ARTICLE VIII. RIGHT TO TERMINATION.**

Lessor reserves the right to terminate this lease, without penalty, by the first day of October before the end of each year for the subsequent year or years by sending written notice by certified mail to Lessee at the address of the Lessee on the first page of this lease. If Lessor determines to terminate the Lease at any other time for reasons determined by it to be in the municipality’s best interest, it may do so, but shall be liable to Lessee for the costs incurred by the Lessee in preparing the soil for that years crops.

**ARTICLE IX. PUBLIC LIABILITY INSURANCE.**

Lessee shall maintain public liability insurance during the term of this lease in an amount not less than $100,000. Moreover, Lessee agrees to hold harmless and indemnify Lessor against any and all claims arising from the Lessee’s utilization of the property, operation of the farming activities, or any and all other claims incurred on or because of the leased premises, during the term of this lease.

**ARTICLE X. AWARD OF LEASE; BINDING EFFECT**
This lease was made pursuant to a Notice of Bidders duly advertised according to Law and opened the 16th of October 2019 at which date the Lessee was the person bidding the highest amount of rent for the premises. The said Notice is to be considered as part of the lease as if set fully herein.

The parties agree that this lease shall be for the benefit of the parties and shall be binding upon their successors, heirs, executors, administrators and/or assigns.

IN WITNESS WHEREOF, the Lessor, pursuant to a resolution of the Township Committee duly adopted, has caused this lease to be executed by its Township Administrator, attested to by its Township Clerk, and the corporate seal hereunto affixed; and the Lessee that hereunto set his hand the day and year above written.

TOWNSHIP OF CHESTERFIELD

Kyle Wilson, Township Administrator

Attest: __________________________
Caryn M. Hoyer, Township Clerk

________________________________
Lessee

Witness: __________________________