

AGRICULTURAL LEASE AGREEMENT

THIS AGRICULTURAL LEASE AGREEMENT, made this first day of January, 2025, between **BETHLEHEM AUTHORITY**, a **municipal authority**, with offices located at 10 East Church Street, Bethlehem, Northampton County, Pennsylvania, hereinafter called Lessor, and **RIVERVIEW DAIRY FARMS**, 166 Riverview Drive, Walnutport, Pennsylvania, hereinafter called Lessee.

BACKGROUND

A. Lessor is the owner of certain lands located in Lehigh Township, Pennsylvania, containing approximately 35 acres, as shown on the map attached hereto and marked *Exhibit "A"*, (the "Leased Property").

B. Lessee desires to lease the Leased Property to be used solely by Lessee for agricultural purposes and for no other purpose.

NOW THEREFORE, in consideration of the rents and covenants hereinafter mentioned, Lessor does hereby rent, demise and lease unto the Lessee, to be used solely for agricultural purposes, the Leased Property.

TO HAVE AND TO HOLD unto the Lessee, subject to the conditions of this Lease, for the term of One (1) Year commencing on the first day of January, 2025 and ends on the 31st day of December, 2025 (the "Lease Term"). This Lease shall be automatically renewed for periods of one (1) year under the same terms and conditions (the "Renewal Terms") unless the Lessor notifies Lessee, in writing, thirty (30) days prior to any Renewal Term that the Lease is to be Terminated.

IN CONSIDERATION WHEREOF, the Lessee agrees to pay to the Lessor for the use of the Leased Property, the sum of ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$1,750.00). The Rent is based upon 35 acres at Fifty Dollars (\$50.00) per acre, per year.

AND the Lessee also agrees to keep the Leased Property in as good repair and condition as at present and at the expiration of this Lease, or any Renewal Term of it, to surrender up same in like repair and condition, natural wear and damage by the elements excepted; to permit no unlawful business to be carried on upon Leased Property; not to permit anything to be done which is contrary to the conditions of the policies of insurance now on the Leased Property or which may be placed thereon during the Lease Term or any Renewal Term thereof, whereby the hazard might be increased or the insurance invalidated; not to underlet the Leased Property, nor assign this Lease or any interest therein to any person or persons; and not to remove any buildings, structures or other fixtures from the Leased Property during the Term of this Lease or any Renewal Term thereof.

The Lessee agrees to keep the Leased Property in a clean and sanitary condition, and to remove all garbage which may accumulate upon the same during the Lease Term of this Lease or any Renewal Term thereof, or failing therein to pay to the Lessor double the cost of removing the same, to be recovered the same as additional Rent and in arrears; and to enter the Leased Property at any time for the purpose of making necessary inspections.

The Lessee hereby waives the usual three (3) months' notice to quit and agrees to surrender the Leased Property at the expiration of the Lease Term, or the termination of

this Lease or any Renewal Term thereof, without any notice whatever, and also waives the benefit of all appraisement, stay and exemption laws, the right of inquisition on real estate and all bankrupt or insolvent laws now in force or which may hereafter be passed, upon any proceeding instituted for the recovery of the Rent, either by distress or otherwise.

Lessee authorizes any attorney or Prothonotary of any Court of Record to confess judgment in favor of Lessor for the amount of Rent for the full Lease Term or any Renewal Term or part thereof, whether the same shall have been due or not, plus reasonable attorney's fees, waiving stay of execution, inquisition and all exemption laws now in force or which may hereafter be passed; and further does hereby, upon the breach of any of the conditions of this Lease, authorize any attorney of any Court of Record to appear for him and enter an amicable action of ejectment and confess a judgment of ejectment therein for the Leased Property herein described and does authorize the immediate issuing of a writ of possession with costs without asking leave of the Court.

AND IT IS FURTHER AGREED that if the Lessee (with the written consent of the Lessor) shall continue in possession of the Leased Property after the expiration of the Lease Term, or any Renewal Term thereof, then this Lease shall continue on a month to month basis at Rent equal to 200% of the Rent then in effect, and the Lessor shall have the right to enforce any of the conditions or forfeitures of this Lease, including the confession of judgment, with the waivers, etc., as if a new Lease identical with this had been executed by the parties for the succeeding term or terms, with the provision that in case any particular conditions are set forth in this Lease to take effect upon the Renewal Term thereof, then should there be any such renewal as above provided for, the particular

conditions shall take effect upon such Renewal Term, but they shall apply to only such parts of this Lease as it is stated herein that they are intended to supersede, and shall be no way affect any of the remaining parts of this Lease.

AND IT IS FURTHER AGREED that the following conditions, forfeitures, covenants and restrictions are a part of this Lease, and that each and all of them are binding upon the parties hereto:

1. Lessee shall have use of the Leased Property solely for agricultural purposes.
2. Lessee shall not erect any buildings or structures on the property.
3. Lessee shall not construct any new roads in or around the Leased Property. Lessee shall maintain existing roads, if any, as close to their original condition as possible.
4. Lessee shall at all times maintain the Leased Property in such manner as to avoid conditions leading to contamination of springs and watercourses. Lessee shall only apply fertilizers that are permitted and at rates as recommended through best management practices by the PA Department of Agriculture.
Lessee shall be responsible for the disposal of garbage and refuse in conformity with accepted burying standards in an area approved by Lessor, or by removal outside the Leased Property. In the event such conditions arise with respect to the Leased Property which are unsatisfactory to Lessor, the Lessor shall notify Lessee to correct such conditions within seven (7) days after receipt of such notice. Failure of Lessee to correct such conditions within seven (7) days from receipt of such notice shall be deemed sufficient cause for termination of this Lease by Lessor.
5. No portion of the Leased Property shall be sublet, nor shall Lessee, at any time, derive any rental income from Leased Property.
6. No ATV's or snowmobiles shall be allowed on the Leased Property at any time.
7. Lessee will indemnify and hold harmless Lessor from and against any and all claims for death, personal injury and property damage arising out of any activity conducted by Lessee, on the Leased Property.

8. Lessee will also carry and maintain comprehensive general liability insurance, including having the Lessor named as an additional insured, providing minimum limits of \$1,000,000 for personal injury. Lessor shall, prior to any Lease year, provide Lessee with a Certificate of Insurance with the foregoing coverage.
9. Lessee shall, at all times during the Term or any Renewal Term, conduct its agricultural activities on the Leased Property in accordance with all rules, laws and procedures of the Township of Lehigh, County of Northampton and Commonwealth of Pennsylvania, and specifically the Northampton County Soil Conservation District.
10. Lessee shall not remove any timber, trees or other plant life from the Leased Property nor shall Lessee cut down or damage any trees on the Leased Property.
11. Lessor shall, at all reasonable times, have the right to inspect the Leased Property without notice to Lessee.
12. LESSEE ACKNOWLEDGES AND AGREES THAT THE LESSOR SHALL HAVE THE ABSOLUTE RIGHT AT ANY TIME DURING A LEASE YEAR TO TERMINATE THIS LEASE UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO LESSEE.
13. Lessee acknowledges and agrees that notwithstanding the terms and conditions of this Lease, Lessor shall have the absolute right to enter upon the Leased Property, at any time, and from time to time, to conduct any operations in its sole discretion, deems necessary and proper.
14. The waiver by either party of the breach of any provision of this Lease by the other party shall not operate or be construed as a waiver of any subsequent breach.
15. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
16. In the event a suit or action is brought by any party under this Lease to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the trial court, and/or appellate court.
17. This Lease contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Lease.

18. This Lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
19. This Lease may be executed in several counterparts and all so executed shall constitute one Lease, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the parties aforesaid have hereunto set their hands and seals on the day and year first above written.

ATTEST:

BETHLEHEM AUTHORITY

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: Stephen Repasch
Title: Executive Director

WITNESS:

RIVERVIEW DAIRY FARMS

Print Name:
Title: