

## AGRICULTURAL LEASE AGREEMENT

THIS AGRICULTURAL LEASE AGREEMENT (“Lease”), made this \_\_\_\_ day of March, 2021, between **BETHLEHEM AUTHORITY, a municipal authority**, with offices located at 10 East Church Street, Bethlehem, Northampton County, Pennsylvania, hereinafter called Lessor, and **POCONO ORGANIC, LLC**, 1015 Long Pond Road, Long Pond, Pennsylvania 18334 (hereinafter called “Lessee”).

### BACKGROUND

A. Lessor is the owner of certain lands located in Tunkhannock Township, Pennsylvania, containing approximately 291.4 acres, as shown on the map attached hereto and marked *Exhibit “A”*, including one (1) garage building situated near field number 10 (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 Ten (10) Years commencing on the 1st day of March, 2021, and ending on the 28<sup>th</sup> day of February, 2031 (the “Term”).

IN CONSIDERATION WHEREOF, the Lessee agrees to pay to the Lessor for the use of the Leased Property, the sum of EIGHT THOUSAND SEVEN HUNDRED FORTY-TWO (\$8,742.00) DOLLARS for each year of the Term, payable upon

execution of this lease. The Rent is based upon 291.4 acres at thirty (\$30.00) Dollars 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 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, 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.

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, 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, without any notice beyond what is required under this Lease, and also waives the benefit of all appraisal, 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.

Upon breach of any of the conditions of this Lease, 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, should the same have been due, 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 breach of any of the conditions of this Lease, authorize any attorney of any Court of Record to appear for it 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, 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.

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 during the Term:

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 or make improvements to the existing buildings, if any, except for required maintenance or repair.

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 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. Lessee shall, prior to any Lease year, provide Lessor with a Certificate of Insurance with the foregoing coverage.
9. Lessee shall, at all times during the Term, conduct its agricultural activities on the Leased Property in accordance with all rules, laws and procedures of the Township of Tunkhannock, County of Monroe and Commonwealth of Pennsylvania, and specifically the Monroe County Soil Conservation District.
10. Lessee shall not remove any timber, trees or other plant life from the Leased Property, existing on the Leased Property at the time this Lease is executed, 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 FOR ANY MATERIAL BREACH OF THIS AGREEMENT BY LESSEE, WITH PRIOR WRITTEN NOTICE TO LESSEE, UPON THE EARLIER OF TWO HUNDRED AND TEN (210) DAYS OR THE HARVESTING OF THE THEN GROWING CROP.
13. Lessee acknowledges and agrees that Lessor shall have the right to enter upon the Leased Property, at any time, and from time to time, to conduct such operations, including timbering and other types of forest management and watershed practices, that the Lessor, in its sole discretion, deems necessary and proper; provided that Lessor does not damage any of Lessee's crops or interfere with Lessee's operations.
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.
20. Lessee acknowledges and agrees that this Agricultural Lease shall be subordinate to a certain Conservation Easement with the Nature Conservancy dated April 14, 2011 and recorded on June 29, 2011, and this Agricultural Lease shall be subject to such provisions contained in the Conservation Easement.

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20. Lessee acknowledges and agrees that this Agricultural Lease shall be subordinate to a certain Conservation Easement with the Nature Conservancy dated April 14, 2011 and recorded on June 29, 2011, and this Agricultural Lease shall be subject to such provisions contained in the Conservation Easement.

21. So long as Lessee is not in default in payment of Rent or in the performance of any of the terms, covenants or conditions of the Lease, Lessor shall provide Lessee with quiet enjoyment of the Leased Property during the Term.

***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: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESS:

POCONO ORGANIC LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESS:

POCONO ORGANIC LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_