

**BID PROPOSAL**

THIS BID made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, with an address of \_\_\_\_\_, Pennsylvania, hereinafter referred to as the "Bidder."

NOW, THEREFORE, intending to be legally bound hereby, the Bidder agrees as follows:

Bidder hereby agrees to pay a rental of \$ \_\_\_\_\_ per acre per month for the rental of the Property identified as 55 Creamery Road, Lancaster County Tax Account No. 090-92423-0-0000, for agricultural purposes.

I acknowledge that I have included bid security in the amount of one (1) month's rent or \$ \_\_\_\_\_ [monthly rental per acre from above x 1.3 acres] with this bid.

I agree that I will pay such rental [check as applicable]:

- \_\_\_\_\_ on the first day of each month
- \_\_\_\_\_ in full upon acceptance of this proposal
- \_\_\_\_\_ one half upon acceptance of this proposal and one half on or before October 1, 2020.

I acknowledge that I will be bound by the terms attached hereto as Exhibit "A" concerning the use of the Property if I am the successful bidder.

IN WITNESS WHEREOF, Bidder has executed this Bid on the day and year first written above.

(Individual or Husband and Wife Bidder)

\_\_\_\_\_(SEAL)  
(Signature of Individual)

\_\_\_\_\_(SEAL)  
(Signature of Spouse if Husband and Wife are Co-Bidders)

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(Partnership Bidder\*)

\_\_\_\_\_  
(Name of Partnership)

Witness:

\_\_\_\_\_

By: \_\_\_\_\_

Partner

\_\_\_\_\_

By: \_\_\_\_\_

Partner

\_\_\_\_\_

By: \_\_\_\_\_

Partner

\*All Partners must execute this Bid Proposal

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(Corporation Bidder)

\_\_\_\_\_  
(Name of Corporation)

Attest: \_\_\_\_\_

(Assistant) Secretary

By: \_\_\_\_\_

(Vice) President or

\*\*Authorized Representative

[CORPORATE SEAL]

\*\*Attach appropriate proof, dated as of the same date as the Bid Proposal, evidencing authority to execute on behalf of the corporation.

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(Limited Liability Company Bidder)

\_\_\_\_\_  
(Name of Limited Liability Company)

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

## EXHIBIT A

1. This initial term of this Lease shall extend from acceptance of the Bid to December 31, 2020.
2. This Lease may be extended for a period of one (1) year for the area of the Property which will not be impacted by the construction of a wastewater treatment plant on a portion of the Property containing approximately five acres identified on Exhibit B (the "Treatment Plant Site") and access to the Treatment Plant Site also identified on Exhibit B. The acreage for such extension term shall be considered 9 acres. If Bidder desires to extend the Lease for the area of the Property not within the Treatment Plant site and not required for access to the Treatment Plant Site such additional one year period, Bidder shall notify West Cocalico Township (the "Township") by November 1, 2020. The rental for such extended term shall be the same as the rental for 2020.
3. During the term(s) of this Lease, Bidder shall be permitted to farm the Property and harvest all crops on the Property. Bidder shall conduct all of Bidder's activities in accordance with the following requirements:
  - a. Bidder, if required to do so by state regulations, shall prepare and obtain approval of a soil erosion plan and shall at all times comply with the approved soil erosion plan.
  - b. If Bidder will apply manure to the Property, Bidder shall prepare and obtain approval of a Nutrient Management Plan. Bidder shall at all times comply with the Nutrient Management Plan.
  - c. Bidder shall use the Property only for the growing and harvesting of crops.
  - d. Bidder shall furnish all seed, labor, machinery, and chemicals and shall plant, raise, cultivate, and harvest all crops grown on the Property at Bidder's sole cost and expense.
  - e. Bidder shall cultivate the Property in a good and husbandlike manner in accordance with the best methods of cultivation practiced in Lancaster County, Pennsylvania. Bidder shall use no-till farming methods and shall plant a cover crop.
  - f. Bidder shall comply with all applicable statutes, rules, regulations and ordinances relating to the use of the Property.
  - g. Bidder shall harvest all crops from the Treatment Plant Site on or before November 1, 2020.
3. Bidder shall not deposit or store any hazardous waste upon the Property.
4. Bidder shall not commit or permit to be committed any waste of the Property.
5. Bidder shall not sublet the Property, or any portion of the Property, or assign this

Lease, or any portion of or interest in this Lease without the prior, express and written consent of West Cocalico Township. It is expressly agreed that any subletting, assignment, or assignment for the benefit of creditors of the Bidder, or any sale of this Lease or any interest in this Lease by Bidder, whether voluntary or involuntary, shall constitute a termination of this Lease.

6. Should Bidder fail in any manner to comply with any of the terms, covenants, and conditions of this Lease to be kept and/or performed by Bidder, or should Bidder by any act or negligence or carelessness, or through any act of commission or omission, permit or suffer to be permitted damage to the Property in any substantial manner, the Township may notify Bidder of such default. In the event that Bidder shall fail to immediately take proper steps to remedy the default, then the Township may terminate this Lease and take possession of the Property without the necessity of giving further notice. The notice required by this paragraph shall be in writing and shall be sent by certified mail, return receipt requested, and first class mail to Bidder's address set forth above.

7. The failure of either party to this Lease to insist on the performance of any of the terms and conditions of this Lease, or the waiver of any breach of any of the terms and conditions of this Lease, shall not be construed as subsequently waiving any such terms or conditions. All terms and conditions of this Lease shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

8. It is understood and agreed that Bidder is an independent contractor and shall not be considered an employee of the Township for any purpose whatsoever.

9. It is expressly agreed that this Lease is one of lease and not of partnership, and the Township shall not be or become responsible for any debts of Bidder.

10. The Township reserves the right to enter upon the Property at reasonable and proper times for the purpose of inspecting the Property. If the term of this Lease is extended, the Township, West Cocalico Township Authority, and their employees and contractors shall have the right to access the Treatment Plant Site as set forth in Exhibit B.

11. It is understood and agreed that this Agreement sets forth all of the promises, agreements, conditions and understandings between the Township and Bidder, and no alteration, change or addition to this Agreement shall be binding upon the Township or Bidder unless reduced to writing and signed by both parties.