



INVITATION FOR BID

City of Suffolk
IFB #17056-CN
November 30, 2016
Purchasing Division
442 West Washington Street, Room 2108
Suffolk, VA 23434
Phone: (757) 514-7522 Fax: (757) 514-7515
<http://apps.suffolkva.us/bids/>

Farm Leases – Lone Star Lakes

Sealed bids subject to the conditions and instructions contained herein, will be received at the office of the Purchasing Agent listed above, until the time and date shown below (local prevailing time), for furnishing the items or services described in the bid. Bid documents may be downloaded from the City Purchasing Division's Bid Board website (<http://apps.suffolkva.us/bids/>).

SCOPE OF WORK – The intent of this Invitation for Bid (IFB) is to offer for lease approximately 94 acres of City property located at Lone Star Lakes in the Chuckatuck Village area of Suffolk, Virginia for the purpose of farming. Bidders may submit bids on one or both tracts of land.

Bid Due: 3:00 p.m., January 3, 2017

Contract Officer: _____


Cindy Norfleet, Senior Buyer, CPPB, cnorfleet@suffolkva.us

The Senior Buyer, Cindy Norfleet, is the Contract Officer for the City of Suffolk with respect to this IFB. All questions and/or comments should be directed to her at this email address: cnorfleet@suffolkva.us. The respondents to this IFB shall not contact, either directly or indirectly, any other employee or agent of the City regarding this IFB. This prohibition shall also extend to the Suffolk City Council and other elected City officials. Any such unauthorized contact may disqualify the bidder from the procurement

**** SUBMIT ENTIRE IFB AS YOUR BID PACKAGE****

In compliance with this invitation for bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within ninety (90) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

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Prepared By: Cindy L. Norfleet Date: November 30, 2016
Senior Buyer

1.0 PURPOSE

The intent of this Invitation for Bid is to offer for lease City property for the purpose of farming. Locations that may be leased are as follows:

1. Tract #3082, Farm #4139 Lone Star Lakes - Chuckatuck 61 acres
2. Tract #3091, Farm #4140 Lone Star Lakes - Chuckatuck 33 acres

Bidders may submit bids on one or both tracts of land. Maps of each location are attached.

2.0 COMPETITION INTENDED

It is the City's intent that this Invitation for Bid (IFB) permits competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent not later than five days prior to the date set for bids to close.

3.0 CONTRACT PERIOD

The initial term of the LEASE shall be for one year from the 1st day of January 2017 (or upon full execution of contract) through December 31, 2017, or as soon thereafter as practicable to allow the harvest of the current winter/spring crop. At the sole option of the Lessor, the LEASE may continue in force thereafter on a calendar year basis not to exceed an additional four (4) years through December 31, 2021. Should the City decide to discontinue the lease at the end of the one-year term or subsequent one-year additional terms, the Lessee will be given ninety (90) days' notice.

4.0 PROPERTY DESCRIPTION

Both parcels are situated on the Lone Star Lakes property, located off Pembroke Lane in the Chuckatuck Village section. The bidder may bid on one or more of the parcels.

4.1 Tract No. 3082

All that certain piece, parcel or tract of land situated, lying and being in the Chuckatuck Borough, City of Suffolk, Virginia, generally identified as Tract No. 3082, under FSN No. 4139 (ASCS Office) consisting of 61 acres of tillable soil, more or less

4.2 Tract No. 3091

All that certain piece, parcel or tract of land, situated, lying and being in the Chuckatuck Borough, City of Suffolk, Virginia, generally identified as Tract No. 3091 under FSN No. 4140 (ASCS Office) consisting of 33 acres of tillable soil, more or less

4.3 Inspection of Property

It will be the responsibility of the bidder to schedule a visit to view the tracts offered for lease to determine what percentage of the land is useable for farming. Some areas may be overgrown with vegetation and unsuitable for farming. Acreage listed in the IFB is estimated and does not reflect the actual acreage suitable for farming purposes.

Access to the property may be somewhat limited. It is important that the Bidder visits the property prior to submitting a bid to ensure that access to the properties will not be an issue. Failure to visit the property site(s) does not relieve the Bidder of any obligations associated with participation in the bid process.

For inspection of property and proposed access for the Lone Star Lakes locations, contact J.R. Ruggiero, Park Superintendent, at Lone Star Lakes at (757) 334-3468.

5.0 LESSEE'S RESPONSIBILITIES

5.1 During the lease period, the Lessee shall be responsible for any damage incurred either directly or indirectly that may be caused by the Lessee or his employees to any City property to include dirt roads, fencing, posts, chains, or property. The lessee (and his employees) will be required to observe all posted speed limit signs and to minimize damage to dirt roads caused by heavy farm machinery.

The lessee will be required to add dirt or grade roads which may have been damaged as a result of its usage for farm equipment or vehicles. Posts and fencing damaged or removed by the Lessee will be replaced as needed by the City; costs incurred will be billed to the Lessee.

5.2 The Lessee shall not erect any signs or permit the erection of any signs on the property without the previous written consent of the Lessor, nor will the Lessee be permitted to do any hunting, trapping, or fishing, or permit anyone to enter the property for the purpose of hunting, trapping, or fishing.

5.3 The Lessee shall, at his own cost and expense, maintain any fences on the demised premises in good repair. He will, at his own cost and expense, establish and maintain an access for his use within the boundaries designated by the Lessor.

5.4 The Lessee shall keep the entire parcel clean and clear of hazardous materials.

5.5 The Lessee shall not cut growing timber, if there is any, upon the said premises.

5.6 At the expiration, or other sooner termination of the term, the Lessee shall surrender up unto the said Lessor the demised premises in good condition, reasonable wear and tear expected.

- 5.7 The Lessee will be issued keys, if needed, for access to the property. It will be the responsibility of the Lessee to distribute keys to his employees. Gates (chains) must be locked when the Park/area is closed to prevent public access after normal business hours. A penalty of fifty dollars (\$50.00) per occurrence will be assessed each time gates are left unlocked during hours when the park/area is closed.

6.0 SUBMITTAL REQUIREMENTS AND GENERAL CONDITIONS

6.1 Use of Form

All bids shall be submitted on and in accordance with the BID FORM included herein. If more space is required to furnish a description of the goods and/or services bid, or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. In case of a conflict with published requirements, the bid may be considered non-responsive. The City's published specifications shall supersede any additional writings submitted with the bid. Such additional writings shall be clearly marked and noted as an exception.

6.2 Submittals

All bids shall be submitted sealed, plainly marked showing the bid number, date and time. **The entire solicitation document is to be returned when submitting a bid unless otherwise directed by the bid document.** Failure to return all required pages may result in a determination that the submittal is non-responsive. The Bid may not be changed by markings on the envelope. Only the amounts indicated on the BID form will be considered in determining the final Bid amount.

6.3 City Contacts

Questions related to bid submittals should be directed to:

Cindy Norfleet, Senior Buyer
Phone: (757) 514-7522
E-mail: cnorfleet@suffolkva.us

The Senior Buyer is the designated authorized spokesperson for the City of Suffolk with respect to this IFB. All questions should be directed to the Buyer's attention. The respondents to this IFB shall not contact, either directly or indirectly, any other employee or agent of the City regarding this IFB. This prohibition shall also extend to the Suffolk City Council and locally elected officials. Any such unauthorized contact may disqualify the bidder from this bid.

6.4 Firm Pricing

Bid price must be firm for City acceptance for ninety (90) days from bid opening date.

6.5 Authority to Bind Firm in Lease

Bids must include full legal firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show Title or Authority to bind the firm in a Lease.

6.6 Withdrawal of Bids

Bids may be withdrawn any time prior to the bid opening. Withdrawal of bids may be accomplished by submitting such request in writing on the issuing company's letterhead either in person or by certified mail. No bids may be withdrawn after the established bid opening date or time, unless the purchaser has extended the opening date.

6.7 Rejection of Bid

The City reserves the right to waive any technical errors in bids received and/or to reject any and all bids. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected; any bid failing to comply with all terms and conditions or failing to conform to the specifications may be rejected; any bid having interlineations, erasures, or corrections not appropriately initialed by the bidder may be rejected; and any bid accompanied by an insufficient or irregular bid security may be rejected.

6.8 Late Bids

Late bids will be returned to bidder unopened, if opening date and bidder's return address is shown on the container. Late bids shall not be accepted. It is the responsibility of the bidder to ensure the bid is received prior to the bid acceptance time.

6.9 Rights of City

The City reserves the right to accept or reject all or part of any bid, waive any informality and award the lease to the bidder who will best serve the interest of the City.

6.10 Inclement Weather/Closure of City Hall

If City Hall is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

6.11 Basis for Award

The City reserves the right to award the Lease by item or in total for the Lease period; the decision to make such award will be at the sole discretion of the City.

6.12 Announcement of Notice of Intent to Award

Upon the award or the announcement of the decision to award a contract, the City will publicly post such notice on the bulletin board located outside of the Purchasing Division and on the City's web site: (<http://apps.suffolkva.us/bids/>).

The award of the lease will be subject to approval by Suffolk City Council.

6.13 Bidder Qualification

Bidder shall demonstrate that he has adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein.

The City may, at its option, disqualify a bidder and reject his bid for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among bidders
- Receipt of more than one bid on any project from an individual, or from a corporation. This restriction does not apply to subcontractors
- Default on any previous contract or Lease
- For unreasonable failure to complete a previous Lease within the specified time or for being in arrears on an existing contract or Lease without reasonable cause for being in arrears
- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment

6.14 Taxes in Arrears

No bid or proposal will be accepted from or Lease awarded to any person, firm or corporation that is in arrears, or is in default to the City upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to the City.

6.15 Ethics in Procurement

Bidders, offerors, contractors or consultants must provide written disclosure with their bid or proposal if one of your officers, directors, trustees, partners, employees, or lenders is an employee or officer of the City of Suffolk or an immediate family member of the employee or officer who is involved personally or substantially participates in procurement transactions or owns or controls an interest of more than three percent (3%) of the company or receives more than \$5,000 annually from the bidder, Offeror, contractor or consultant.

7.0 LEASE TERMS AND CONDITIONS

The resulting Lease with the successful bidder will be subject to the following terms and conditions:

7.1 Insurance

Lessee shall purchase and maintain the following insurance coverage:

- a. Workers Compensation
As statutorily required by the Commonwealth of Virginia. Employers Liability, minimum requirement, \$100,000/\$500,000/\$100,000
- b. Commercial General Liability

Minimum Limits
General Liability:

\$1,000,000	General Aggregate Limit
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence Limit
\$ 50,000	Fire Damage Limit
\$ 5,000	Medical Expense Limit
- c. Auto Liability insurance
Coverage sufficient to cover all vehicles owned, used, or hired by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Limits
Automobile Liability:

\$1,000,000	Combined Single Limit
\$ 5,000	Medical Expense Limit
- d. Umbrella/Excess Liability

\$1,000,000 per occurrence
- e. Should the Lessee lease his equipment, it shall be the Lessee's responsibility to obtain any necessary additional insurance, at Lessee's expense.
- f. A certificate evidencing the above insurance coverage shall be provided by the Lessee to the City of Suffolk at the time of lease execution. The City of Suffolk shall be named as an Additional Insured; endorsements of same shall be submitted with certificate. It shall be the Lessee's responsibility to keep the required insurance coverage's in full force, and without lapse, during the entire term of this Lease. Notices of cancellation or any changes to insurance shall be provided to the City of Suffolk thirty (30) days prior to the effective date of such change or cancellation.

- g. All insurance shall be placed with insurers maintaining an A.M. best rating of no less than A:VII.

7.2 Hold Harmless Clause

Lessee shall defend and indemnify the City, and the City's employees, agents, and volunteers, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the Lessee, its employees, agents, and volunteers, or incurred by or claimed against the City, the City's employees, agents, and volunteers, arising out of, or in connection with, the lease of the property described herein. This indemnification includes, but is not limited to, any financial or other loss, including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the City due to the negligent, fraudulent or criminal acts of the Lessee or any of the Lessee's officers, shareholders, employees, agents, consultants, sub-consultants, or any other person or entity acting on behalf of the Lessee. Unless otherwise provided by law, the Lessee's indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Lessee under workers' compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

7.3 Safety

The Lessee shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the leased premises.

7.4 Faith Based Organization

City of Suffolk does not discriminate against faith-based organizations.

7.5 Method of Payment

Rent for the initial term shall be paid immediately to the LESSOR for the year beginning January 1, 2017 through December 31, 2017; rent for subsequent years shall be payable on or before December 31st of the then current year.

7.6 Assignment of Lease

This Lease may not be assigned in whole or in part without the written consent of the Purchasing Agent.

7.7 Termination without Cause

The City may at any time, and for any reason, terminate this Lease by written Notice to Lessee specifying the termination date, which shall be not less than ninety (90) days from the date such notice is mailed.

Notice shall be given to Lessee by certified mail/return receipt requested at the address set forth in Lessee's Bid Proposal or as provided in this Lease.

7.8 Termination with Cause/Default/Cancellation

In the event that Lessee shall for any reason or through any cause be in default of the terms of this Lease, the City may give Lessee written notice of such default by certified mail/return receipt requested at the address set forth in Lessee's Bid Proposal or as provided in this Lease.

Unless otherwise provided, Lessee shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Lessee to cure the default, the City may immediately cancel and terminate this Lease as of the mailing date of the default notice and shall, at its option, re-enter and take possession of the premises.

In the event of violations of law, safety or health standards and regulations, this Lease may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

7.9 Severability

If any part, term, or provision of this Lease, shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Lease document shall not affect the validity of any other provision or portion of the Lease documents.

7.10 Applicable Laws

This Lease shall be governed in all respects by the laws of the Commonwealth of Virginia. In the event of a dispute, the parties agree that venue shall be proper in a state court of competent jurisdiction in the City of Suffolk, Virginia or, if applicable, the United States District Court for the Eastern District of Virginia, Norfolk Division.

In addition, City Council approval after holding a public hearing is required for all leases of City property, regardless of the length of the lease term. The public hearing must be advertised once in a newspaper of general circulation at least seven (7) days prior to the date set for the hearing.

BID FORM

LEASE OF FARM LAND - TRACT #3082

I offer to the City of Suffolk for leasing of property described herein for the sum of \$_____ as rent for the property from notice of award through December 31, 2017 and \$_____ per year thereafter for a maximum of four additional calendar years, subject to the terms of the specimen lease which I have received and reviewed.

It is understood and agreed that the City shall provide a boundary survey of said property. Further, it shall be the Lessee's responsibilities to establish and maintain an access path/road for his own use within the boundaries established by the City.

The property which is the subject of this bid id described as follows:

Tract #3082, Lone Star Property

All that certain piece, parcel or tract of land, situated, lying and being in the Chuckatuck Borough, City of Suffolk, Virginia, generally identified as Tract #3082 under Farm No. 4139 (ASCS Office) consisting of sixty-one (61) acres of tillable soil, more or less.

SIGNED: _____

PRINT NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____ DATE: _____

Sealed bids must be received by the Purchasing Division not later than 3:00 p.m. **January 3, 2017.** (Bids by Fax will **not** be accepted.)

BID FORM

LEASE OF FARM LAND - TRACT #3091

I offer to the City of Suffolk for leasing of property described herein for the sum of \$_____ as rent for the property from notice of award through December 31, 2017 and \$_____ per year thereafter for a maximum of four (4) additional calendar years, subject to the terms of the specimen lease which I have received and reviewed.

It is understood and agreed that the City shall provide a boundary survey of said property. Further, it shall be the Lessees responsibilities to establish and maintain an access path/road for his own use within the boundaries established by the City.

The property which is the subject of this bid is described as follows:

Tract #3091, Lone Star Property

All that certain piece, parcel or tract of land situated, lying and being in the Chuckatuck Borough, City of Suffolk, Virginia, generally identified as Tract #3091, combined under Farm No. 4140 (ASCS Office) consisting of thirty-three (33) acres of tillable soil, more or less.

SIGNED: _____
PRINT NAME: _____
ADDRESS: _____

PHONE: _____ FAX: _____
E-MAIL ADDRESS: _____ DATE: _____

Sealed bids must be received by the Purchasing Division not later than 3:00 p.m. January 3, 2017. (Bids by Fax will not be accepted.)

LEASE AGREEMENT

Farming Privileges

(To be completed following acceptance of Award)

THIS LEASE AGREEMENT (Lease), made and entered into this _____ day of _____, 2017 by and between the CITY OF SUFFOLK, a municipal corporation duly chartered, organized and existing under the law of the Commonwealth of Virginia, hereinafter known as Lessor, party of the first part, and _____, hereinafter known as Lessee, party of the second part.

WITNESSETH: That the said Lessor doth demise unto said Lessee, his personal representative or assigns, the following Properties:

A. RENT/TERM/RENEWALS

The initial term of the Agreement shall be from the _____ day of _____ 2017 through December 31, 2017, or as soon thereafter as practicable to allow the harvest of the current winter/spring crop. At the sole option of the Lessor, the Agreement may continue in force thereafter on a calendar year basis not to exceed an additional four (4) years. Lessee shall pay rent to the Lessor the lump sum of \$_____ for the initial term and \$_____ per year for each subsequent year that the Agreement may be continued. Rent for the initial term shall be payable immediately; rent for subsequent years shall be payable on or before December 31st of the then current year.

B. INSURANCE

The resulting Lease with the successful bidder will be subject to the following terms and conditions:

Lessee shall purchase and maintain the following insurance coverage:

1. Workers Compensation
Limits as required by the Workers' Compensation Act of Virginia, Employers Liability, \$100,000/\$500,000/\$100,000
2. Commercial General Liability
Minimum Limits
General Liability:
\$1,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$ 50,000 Fire Damage Limit
\$ 5,000 Medical Expense Limit

3. Auto Liability insurance
Coverage sufficient to cover all vehicles owned, used, or hired by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit
\$ 5,000 Medical Expense Limit

4. Umbrella/Excess Liability
\$1,000,000 per occurrence
5. Should the Lessee lease his equipment, it shall be the Lessee's responsibility to obtain any necessary additional insurance, at Lessee's expense.
6. A certificate evidencing the above insurance coverage shall be provided by the Lessee to the City of Suffolk at the time of lease execution. The City of Suffolk shall be named as an Additional Insured; endorsements of same shall be submitted with certificate. It shall be the Lessee's responsibility to keep the required insurance coverage's in full force, and without lapse, during the entire term of this Lease. Notices of cancellation or any changes to insurance shall be provided to the City of Suffolk thirty (30) days prior to the effective date of such change or cancellation.
7. All insurance shall be placed with insurers maintaining an A.M. best rating of no less than A:VII.

C. HOLD HARMLESS CLAUSE

Lessee shall defend and indemnify the City, and the City's employees, agents, and volunteers, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the Lessee, its employees, agents, and volunteers, or incurred by or claimed against the City, the City's employees, agents, and volunteers, arising out of, or in connection with, the lease of the property described herein. This indemnification includes, but is not limited to, any financial or other loss, including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the City due to the negligent, fraudulent or criminal acts of the Lessee or any of the Lessee's officers, shareholders, employees, agents, consultants, sub-consultants, or any other person or entity acting on behalf of the Lessee. Unless otherwise provided by law, the Lessee's indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Lessee under workers' compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

D. SAFETY

The Lessee shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the leased premises.

E. FAITH BASED ORGANIZATIONS

City of Suffolk does not discriminate against faith-based organizations.

F. METHOD OF PAYMENT

Rent for the initial term shall be paid immediately to the LESSOR for the year beginning January 1, 2017 through December 31, 2017; rent for subsequent years shall be payable on or before December 31st of the then current year.

G. ASSIGNMENT OF LEASE

This Lease may not be assigned in whole or in part without the written consent of the Purchasing Agent.

H. TERMINATION WITHOUT CAUSE

IT IS COVENANTED AND AGREED that the Lessor, during the period of this Lease shall have the right and privilege to terminate this Lease with ninety (90) days prior written notice (Notice Period), unless otherwise agreed by the parties hereto in writing.

I. TERMINATION WITH CAUSE/DEFAULT/CANCELLATION

In the event that Lessee shall for any reason or through any cause be in default of the terms of this Lease, the City may give Lessee written notice of such default by certified mail/return receipt requested at the address set forth in Lessee's Bid Proposal or as provided in this Lease.

Unless otherwise provided, Lessee shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Lessee to cure the default, the City may immediately cancel and terminate this Lease as of the mailing date of the default notice and shall, at its option, re-enter and take possession of the premises.

In the event of violations of law, safety or health standards and regulations, this Lease may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

J. SEVERABILITY

If any part, term, or provision of this Lease, shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Lease document shall not affect the validity of any other provision or portion of the Lease documents.

K. APPLICABLE LAWS

This Lease shall be governed in all respects by the laws of the Commonwealth of Virginia. In the event of a dispute, the parties agree that venue shall be proper in a state court of competent jurisdiction in the City of Suffolk, Virginia or, if applicable, the United States District Court for the Eastern District of Virginia, Norfolk Division.

L. USE OF PROPERTY/SIGNAGE

The Lessee will not erect any signs or permit the erection of any signs on the property without the Lessor's prior written consent. The Lessee shall not do any hunting, trapping, or fishing, or permit anyone to enter the property for the purpose of hunting, trapping, or fishing. The Lessee shall, at his own cost and expense, maintain any fences on the demised premises in good repair and shall, at Lessee's own cost and expense, establish and maintain an access for Lessee's use within the boundaries designated by the Lessor. The Lessee will keep the premises clean and clear of hazardous materials and agrees not to cut growing timber, if there is any, upon the said premises. Upon the expiration or other sooner termination of the Lease, the Lessee shall surrender the demised premises to the Lessor in good condition, reasonable wear and tear excepted.

M. LESSOR'S RIGHT OF ENTRY

IT IS FURTHER UNDERSTOOD AND AGREED between the parties that the Lessor reserves the right for its designated agents and employees or others as it may designate to go on the said premises at any time and to go upon, across and over the land with all necessary equipment as it may desire; it being understood and agreed, however, between the said parties that should the Lessor, while upon the property, damage any of the crops of the Lessee, the Lessor hereby agrees to reimburse Lessee for said damage.

THE SAID LESSOR RESERVES THE RIGHT to enter and go upon said demised premises, or any part thereof, in the name of the whole, and to be seized as of its former estate, upon the breach by the Lessee of any covenant which on his part under the terms hereof he has undertaken to keep and perform, but in event that the Lessor in a proper case avails itself of such right of re-entry, the Lessee shall not be relieved of any of the covenants and undertakings herein contained, except that such portion of the rent of said premises as may accrue from and after such re-entry shall be abated.

IN WITNESS WHEREOF, the said City of Suffolk has caused these presents to be signed in its name and on its behalf by its duly authorized officer or agent and WITNESS also the signatures of the said Lessee, the day and year first above written.

(LESSOR): CITY OF SUFFOLK, VIRGINIA

Patrick Roberts, City Manager

WITNESS:

Erika S. Dawley, City Clerk

(LESSEE)

(Signature)

(Print Name and Title)

WITNESS:

APPROVED AS TO FORM:

City Attorney

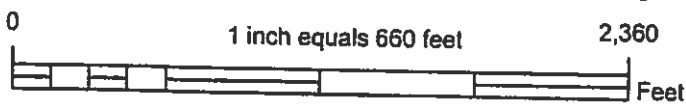


USDA

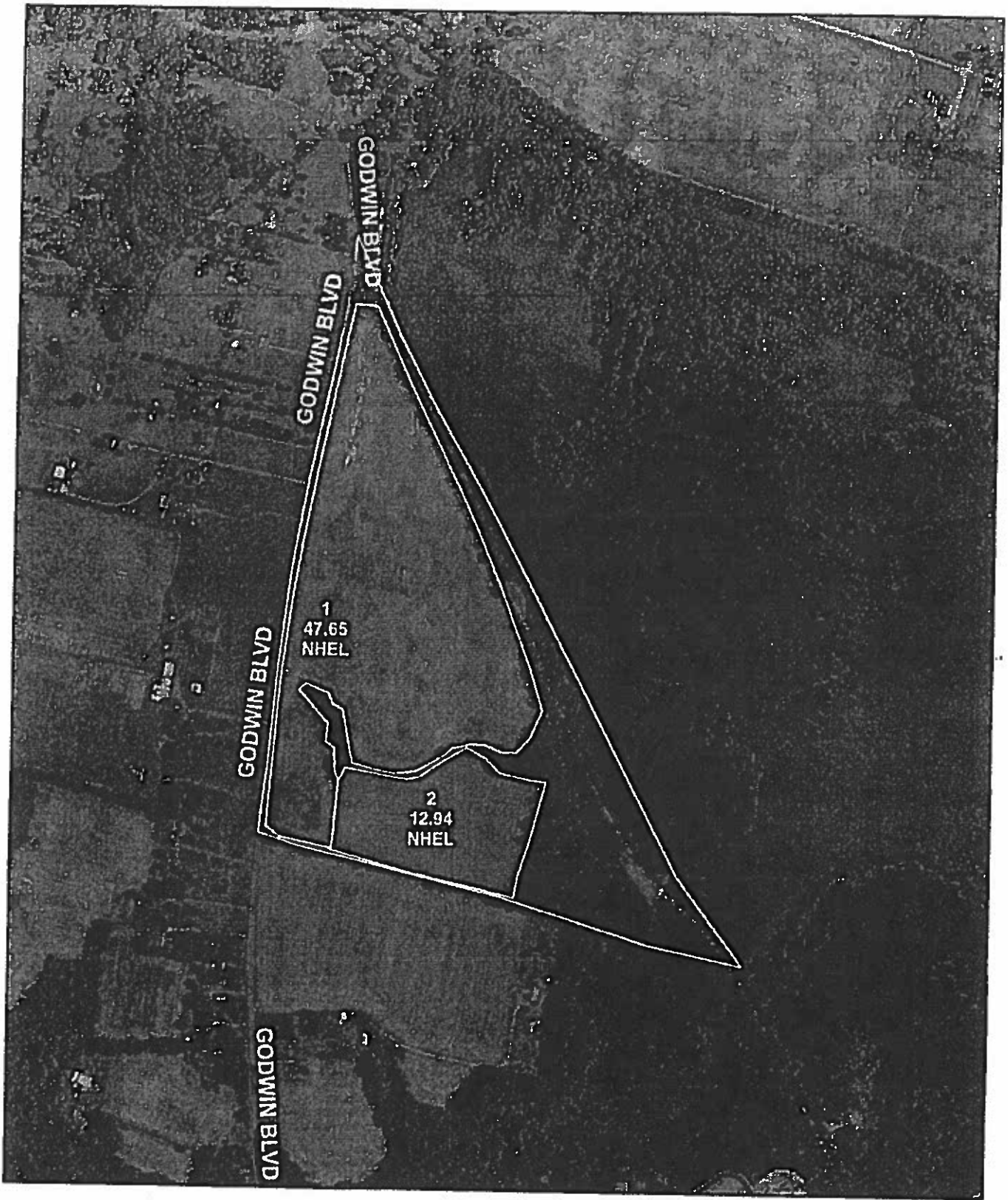
Suffolk
Farm Service Agency

Farm # 4140
Tract # 3091

October 25, 2010



Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and labels, or contact NRCS



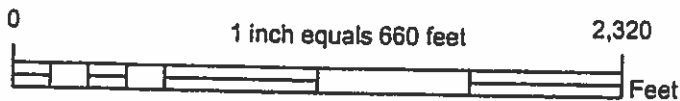
USDA

Suffolk
Farm Service Agency

Farm # 4139

Tract # 3082

October 25, 2010



Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and labels, or contact NRCS

Leased Property at Lone Star Lakes

