



THIS LEASE AGREEMENT is made and entered into on December 11, 2025, by and between CALN TOWNSHIP, Lessor, located at 253 Municipal Drive, Thorndale, Pennsylvania 19372 and Leonard Smoker, Lessee, located at 3110 South Blackhorse Hill Road, Parkesburg PA 19365.

In consideration of the recited rent and the mutual covenant and agreements herein set forth, intending to be legally bound, CALN TOWNSHIP hereby leases to Lessee for the sole purpose to crop farming a portion of the premises owned by the Township located at 3401 Kings Highway, Downingtown, Chester County, Pennsylvania and more particularly described in Exhibit "A" attached hereto (the "Leased Premises").

### **TERM**

- (1) The term of the lease shall be for one (1) year from January 1, 2026, to December 31, 2026, both dates inclusive, unless sooner terminated as herein provided. This lease can be renewed by mutual agreement of the parties for such an additional one-year term for such consideration (rent) as the parties may agree. Such renewal request shall be made by Lessee 45 days prior to the expiration of the initial term and any succeeding annual term shall be a written extension appended to this Farm Lease. The Leased Premises shall be +-75 acres as outlined on exhibit "A" attached hereto and made a part of the Agreement. The Lessee shall not use any of the buildings onsite without the permission of Lessor. The Lessee shall not allow animals on the Leased Premises during the term of this Agreement.

### **RENT**

- (2) Lessee agrees to pay to Lessor an annual rent for the Leased Premises, payable at the Township's Administrative Office at 253 Municipal Drive, Thorndale, Pennsylvania 19372, without any prior demand and without any deduction or set-off the sum of \$402.00/Acre (\$31,356) dollars per annum. A first payment of \$15,678.00 shall be due and payable prior to the commencement of the lease term, and a second payment of \$15,678.00 shall be due and Payable on or before July 1, 2026.

### **CULTIVATION AND OPERATION**

- (3) Lessee agrees and covenants to cultivate the Leased Premises during the term of this lease in an efficient, economic, and husbandman-like manner, and to employ all modern methods of farming as are customarily practiced in the area. The Lessee's use of the Leased Premises is limited to the purposes set forth in this paragraph and no other uses are allowed or authorized hereby, it being the intention of the parties that Lessee's rights hereunder are limited to non-exclusive occupancy for the cultivation of crops, cultivated crops shall be limited to corn, soybeans, wheat, or alfalfa. The Lessee shall comply with all federal, state, and local laws pertaining to farming, water and air
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quality and the handling of hazardous materials. Lessee shall not allow any leaks, spills, discharges, or disposal of hazardous materials on the property. Lessee shall apply the appropriate fertilizer(s), herbicide (s), and pesticide(s) in the type and amount generally recommend for and that are best adapted to this type of term.

### **RIGHT TO CROPS IN PLACE**

- (4) This lease does not include any obligation of the Lessee to purchase any growing crops on the leased premises from the Lessor.

### **PASTURES**

- (5) It is agreed that Woodlands located on the leased premises shall not be removed or planted. There are no orchards on the leased premises.

### **MAINTENANCE**

- (6) Lessee agrees to use every reasonable means to prevent flooding, washing, and gulying on the Leased Premises, It is further agreed that the fence on said property is the property of Lessor.

Lessee agrees to cut all weeds and grass on the interior of the fence line, and around fence posts whenever the length exceeds 8 inches. Lessee agrees to use all reasonable precaution to avoid sowing the seeds of any noxious weeds on the leased premises, and also to use every reasonable means to eradicate noxious weeds on the tillable areas, Lessee agrees to plant and harvest crops in a timely manner.

### **WASTE**

- (7) Lessee agrees to operate the Leased Premises with care and not permit waste of the Leased Premises nor destroy or remove without the consent of the Lessor any of the buildings, sheds, engines, windmills, pumps, water tanks, pipes, fences, drains, and other fixtures and improvements on the Leased Premises at the beginning of the term of this lease, or put on the said premises during the term of this lease.

### **MINERALS AND WOOD**

- (8) Lessee shall not sell or remove from the Leased Premises any soil, sand, gravel, rock, oil, coal, or other material, or any lumber, posts, or wood. All wooded areas are reserved for the Lessor and Lessor may go to and from it and remove the wood or timber at any time.

### **RIGHT TO ENTER**

- (9) Lessor's authorized representatives shall have the right to enter the Leased Premises for any purpose including crop inspection, repairs, alterations, or improvements as Lessor shall deem necessary or advisable. Lessor shall retain the right to use the Leased Premises for any use not inconsistent with the Lessee's permitted uses as described in paragraph number three (3) hereof, but in doing so shall not cause crop damage. Lessor will access cultivated areas with care to incur the least damage or impact to crops.

### **NO PARTNERSHIP**

- (10) This lease shall not give rise to a partnership or other relationship between the parties to this lease, other than as stated herein. Neither party shall have the authority to bind the other without the other party's written consent being first had and obtained.

### **NO ASSIGNMENT OR SUBLEASE**

- (11) Lessee may not assign this lease or sublease or encumber any portion of the Leased Premises without the prior written consent of the Lessor. Any attempted assignment, sublease, or other transfer or encumbrance, is a violation of the provisions of this lease, and shall be void and shall result in Lessor's absolute right to terminate this lease, in Lessor's sole discretion.

### **TAXES**

- (12) Lessor agrees to pay all property taxes levied and assessed against the Leased Premises during the time of this lease. Lessee shall pay all other fees and taxes directly associated with crop farming the Leased Premises.

### **INSURANCE**

- (13) Lessor shall purchase and maintain at its cost and expense liability, fire, and extended coverage insurance on the Leased Premises, incurring only Lessor's interest in the Leased Premises, subject to any restrictions or exceptions imposed by its insurance company, but shall not be liable to the Lessee to insure Lessee's interest nor any crops located on the leased premises, which Lessee may insure at this own expense. Lessee shall indemnify and hold harmless the Township against any claims, suites, damages, demands, liabilities, judgements, or execution arising from his use and occupancy of the Leased Premises. Lessee shall carry Auto and Property Liability Insurance Policies with a minimum of \$500,000 limits each and a Workman's Compensation Policy with limits in accordance with the requirements of the State of Pennsylvania.

### **BREACH**

- (14) If Lessor or Lessee fails to carry out any provision of this lease, the other party shall have the right to terminate this lease on thirty (30) days prior written notice to the offending party of the other party's intention to do so and Lessor shall have the right to proceed by all legal means to obtain possession of the Leased Premises. Nothing contained in the lease constitutes a waiver of the right of either party to damages occasioned by breach including the loss of crops planted but not yet harvested.

### **POSSESSION OR TERMINATION**

- (15) Lessee agrees to yield possession of the Leased Premises at the termination of the lease. Lessee further agrees to pay, as liquidated damages for failure to vacate, the sum of \$200.00 per day for every day after the date of termination of the lease that occupancy is withheld. All crops shall be harvested prior to the end of the lease term, and the Leased Premises shall be in the same condition or better as existed at the commencement of the lease term. Lessor can terminate lease for the parcel on the south side of the property at any time with thirty (30) days' notice of the Lessee, Lessor will reimburse e Lessee for any lost crops if ground is not yet harvested.

### **ENTIRE AGREEMENT – AMENDMENT**

- (16) This lease shall constitute the entire understanding of the parties with regard to the subject matter, and no amendment, modification, or alteration of the terms of this lease shall be binding unless it is in writing, dated subsequent to the date of this lease, and duly executed by the parties to this lease.

### **EXCUSE**

- (17) Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant of this lease so long as performance is delayed or prevented by acts of God, drought, floods, material or labor restrictions by any governmental authority, and any other cause not reasonably within the control of either party, and which, by the exercise of due diligence, "Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Duly Approved at the Board of Commissioners meeting on December 11, 2025.

Griffith Farm 2026 Lease  
3401 Kings Highway  
Downingtown, PA 19375

ATTEST:

CALN TOWNSHIP  
BOARD OF COMMISSIONERS

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Don Vymazal,  
Township Secretary

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Paul Mullin, President

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Leonard Smoker, Lessee

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Date