



Snyder County
PENNSYLVANIA

FAYLOR LAKE FARMLAND BID PACKET
2027, 2028, 2029, 2030, 2031
Plus Renewal Options

Commissioners

Joseph E. Kantz, Chairman

Charles W. Steininger, III

Adam D. Ewig

PUBLIC NOTICE OF LIVE AUCTION FOR LAND LEASE

The County of Snyder hereby announces a public live auction for the lease of approximately 217 base tillable acres of County-owned land, located adjacent to Faylor Lake in Spring Township, Snyder County, Pennsylvania. The final acreage will be determined and agreed upon by the successful bidder and the County.

The land will be leased for agricultural purposes only, for a term of five (5) crop years, beginning with the 2027 crop year. The lease provides for five (5) additional one-year mutual renewal options following the expiration of the initial five (5) year term, subject to the terms and conditions specified in the lease agreement. Bidding will be conducted on a per-acre basis.

The live auction will be held at the Snyder County Courthouse, County Commissioners' Office, 9 West Market Street, Middleburg, PA, on May 13, 2025, at 9:30 AM. Interested parties may obtain additional information and details regarding the lease terms at the Snyder County Conservation District Office, located at 10541 Route 522, Middleburg, PA, or by contacting Commissioner Joseph Kantz at (570) 837-4207 or via email at jkantz@snydercounty.org.

All bidders are encouraged to be at the auction but phone bidders will be allowed if they pre-register for the auction. If you wish to pre-register, you must call the Auctioneer.

The auction will be conducted by Joe Kantz Auctions, LLC (License Number AU-006350).

The Snyder County Board of Commissioners reserves the right to reject any or all bids received.

CONDITIONS FOR COMMENCEMENT OF FARMING OPERATIONS ON FAYLOR LAKE FARMLAND

The successful bidder will be authorized to begin farming operations on the Faylor Lake Farmland subject to the fulfillment of the following conditions:

1. **Receipt of Official Award Letter:** The bidder must receive an official award letter from the Snyder County Commissioners confirming the successful bid.
2. **Completion of Lease Agreement:** The bidder must execute the required Lease Agreement, inclusive of all stipulated terms and conditions as outlined therein.
3. **Removal of Current Crops:** The successful bidder must ensure that all current crops on the property are removed prior to the commencement of farming activities. Under no circumstances may the current crops be destroyed or disturbed without prior written permission from the Snyder County Commissioners. If the removal of the current crops is necessary for any reason, such written permission must be obtained before such actions can be taken.

Failure to meet any of these conditions may result in delay or disqualification from commencing farming activities on the property.

This notice serves as a formal requirement for the initiation of farming operations on the Faylor Lake Farmland, in accordance with the terms set forth by the Snyder County Commissioners.

INFORMATION INCLUDED IN THE BID PACKET

1. Map and Chart of Base Acreage Included
2. Soil Map and Chart of Base Acreage Included

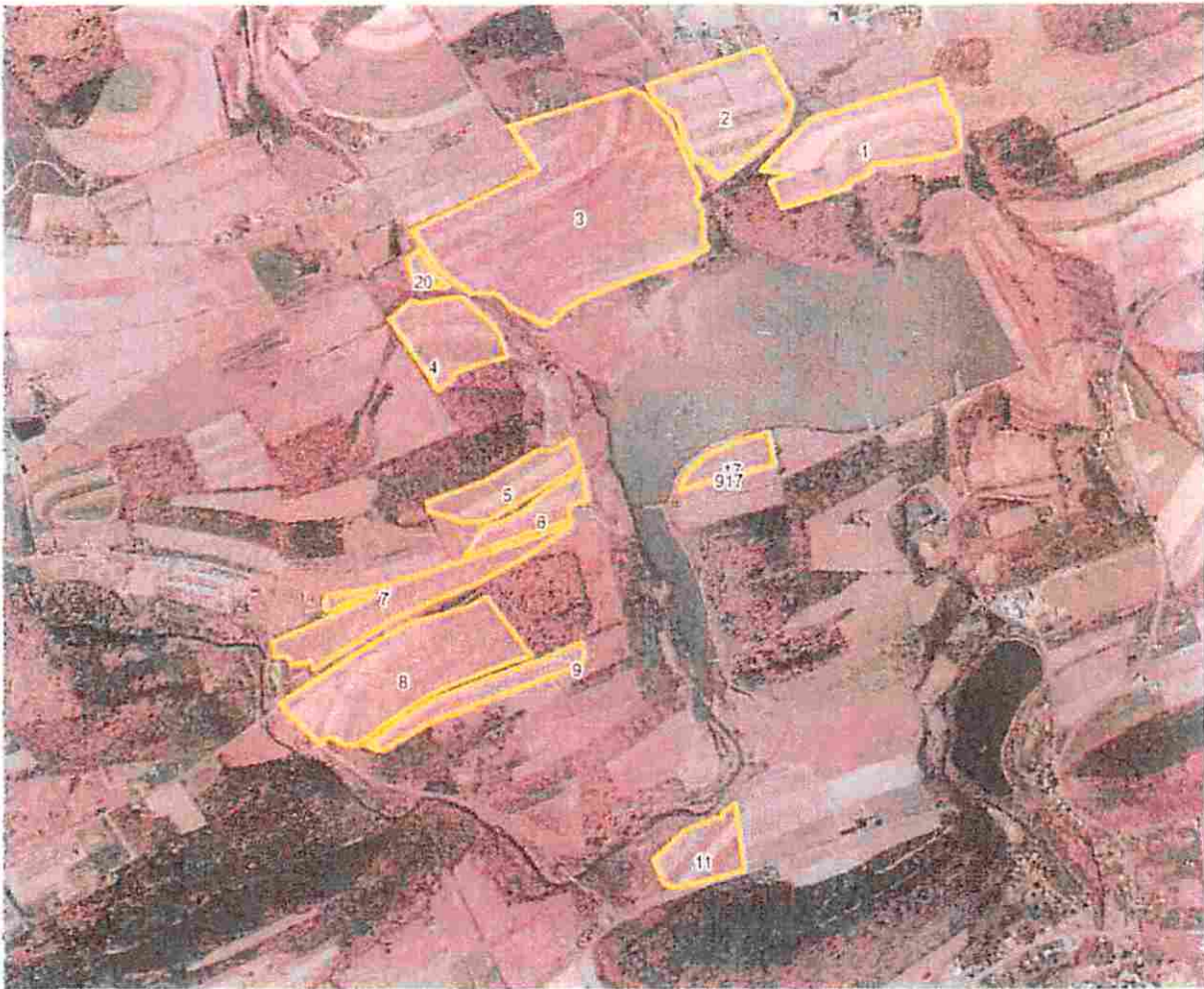
3. LIDAR Image of Faylor Lake Fields
4. Topographic Image of Faylor Lake Area
5. Lease Agreement

CONTACT INFORMATION

Commissioner Joe Kantz 570-837-4207

Snyder County Conservation District 570-837-3000

Base Only



* 1590.0 feet per inch

0 795 1590 2385 3180 feet

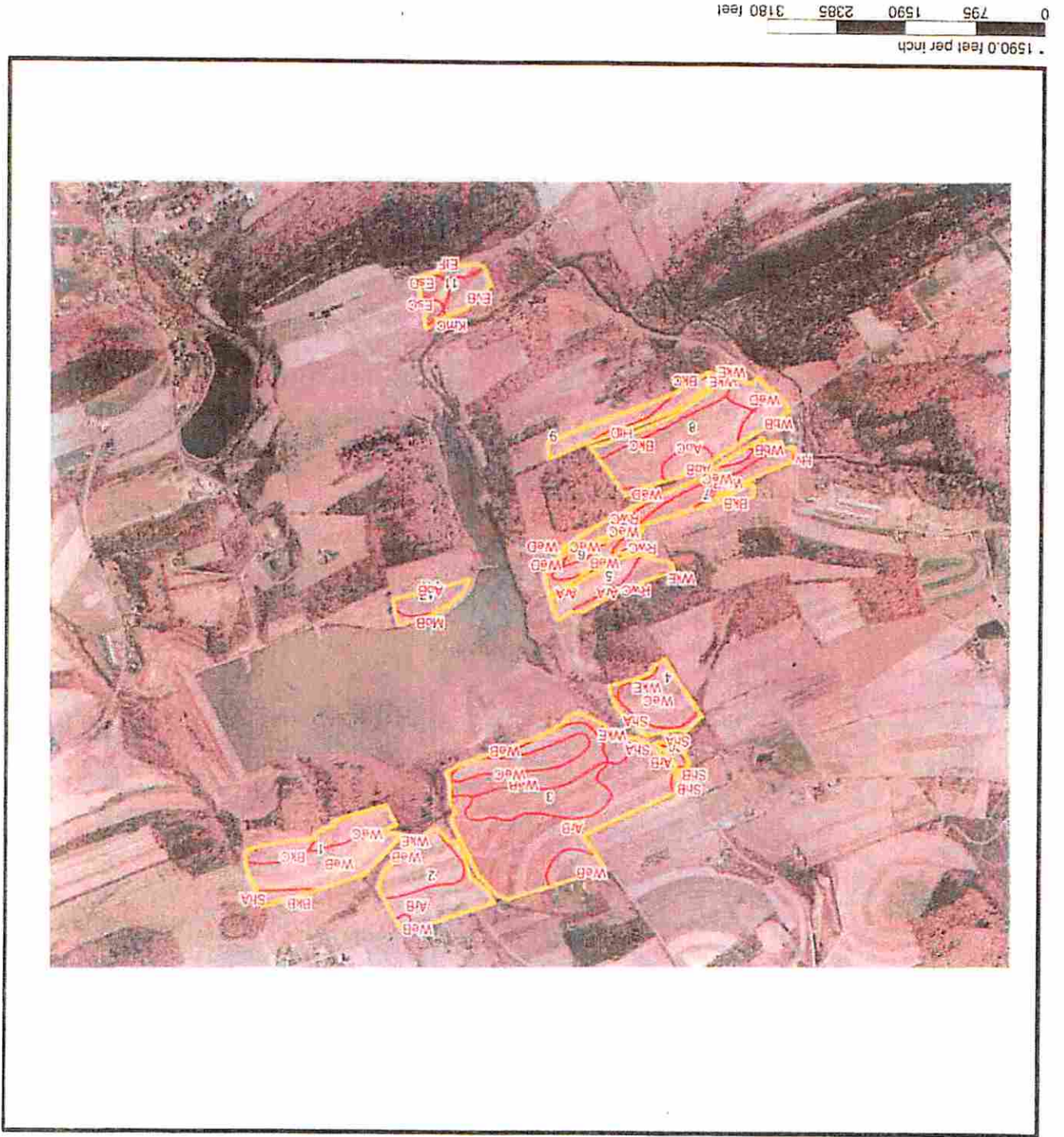
Legend

- | | | | |
|---------------|---------------|---------------------|------|
| field / CMU | water | manure stacking | AHUA |
| farm boundary | stream | vegetative buffer | well |
| homestead | sinkhole area | 100' manure setback | road |
| forest | sinkhole | 150' manure setback | |



Field Acreages

Field	Label	Description	Acres	Suitable Acres
1	1		24.31	24.31
11	11		8.41	8.41
17	17		4.73	4.73
2	2		20.13	20.13
20	20		1.39	1.39
3	3		75.04	75.04
4	4		11.99	11.99
5	5		9.48	9.48
6	6		5.89	5.89
7	7		16.76	16.76
8	8		30.52	30.52
9	9		8.46	8.46
		Totals	217.11	217.11



Soil Acreages By Field

Field	Label	Musym	Muname	Comp	%	Acres	Drainage Class	Farmland Class	Tfact	Kfact
1	1	BkB	Berks shaly silt loam, 3 to 8 percent slopes	Berks	65	1.53	Well drained	Farmland of statewide importance	3	0.32
1	1	BkC	Berks shaly silt loam, 8 to 15 percent slopes	Berks	65	3.2	Well drained	Farmland of statewide importance	3	0.32
1	1	ShA	Shelmadine silt loam, 0 to 3 percent slopes	Shelmadine	80	0.04	Poorly drained	Not prime farmland	3	0.32
1	1	WeB	Weikert shaly silt loam, 3 to 8 percent slopes	Weikert	80	13.99	Somewhat excessively drained	Farmland of statewide importance	2	0.32
1	1	WeC	Weikert shaly silt loam, 8 to 15 percent slopes	Weikert	80	5.51	Somewhat excessively drained	Not prime farmland	2	0.32
1	1	WkE	Weikert and Klinesville shaly silt loams, steep	Weikert	40	0.02	Somewhat excessively drained	Not prime farmland	2	0.32
1	1	WkE	Weikert and Klinesville shaly silt loams, steep	Klinesville	30	0.02	Somewhat excessively drained	Not prime farmland	2	0.28
11	11	EsC	Elliber cherty silt loam, 8 to 15 percent slopes	Elliber	80	1.19	Well drained	Farmland of statewide importance	3	0.32
11	11	EsD	Elliber cherty silt loam, 15 to 25 percent slopes	Elliber	85	2.01	Well drained	Not prime farmland	3	0.32
11	11	EtF	Elliber very cherty silt loam, 25 to 70 percent slopes	Elliber	80	1.19	Well drained	Not prime farmland	3	0.32
11	11	EvB	Evendale cherty silt loam, 3 to 8 percent slopes	Evendale	80	3.81	Somewhat poorly drained	Farmland of statewide importance	5	0.37
11	11	KmC	Kreamer cherty silt loam, 8 to 15 percent slopes	Kreamer	85	0.22	Moderately well drained	Farmland of statewide importance	3	0.37
17	17	AoB	Allenwood and Washington soils, 3 to 8 percent slopes	Allenwood	50	2.57	Well drained	All areas are prime farmland	4	0.32

Field	Label	Musym	Muname	Comp	%	Acres	Drainage Class	Farmland Class	Tfact	Kfact
17	17	AoB	Allenwood and Washington soils, 3 to 8 percent slopes	Washington	30	1.54	Well drained	All areas are prime farmland	4	0.37
17	17	MoB	Monongahela silt loam, 3 to 8 percent slopes	Monongahela	80	0.62	Moderately well drained	Farmland of statewide importance	3	0.43
2	2	ArB	Alvira silt loam, 3 to 8 percent slopes	Alvira	82	9.56	Somewhat poorly drained	Farmland of statewide importance	3	0.32
2	2	WeB	Weikert shaly silt loam, 3 to 8 percent slopes	Weikert	80	10.58	Somewhat excessively drained	Farmland of statewide importance	2	0.32
20	20	ArB	Alvira silt loam, 3 to 8 percent slopes	Alvira	82	0.79	Somewhat poorly drained	Farmland of statewide importance	3	0.32
20	20	ShA	Shelmadine silt loam, 0 to 3 percent slopes	Shelmadine	80	0.52	Poorly drained	Not prime farmland	3	0.32
20	20	ShB	Shelmadine silt loam, 3 to 8 percent slopes	Shelmadine	80	0.08	Poorly drained	Not prime farmland	3	0.32
3	3	ArB	Alvira silt loam, 3 to 8 percent slopes	Alvira	82	34.51	Somewhat poorly drained	Farmland of statewide importance	3	0.32
3	3	ShA	Shelmadine silt loam, 0 to 3 percent slopes	Shelmadine	80	2.38	Poorly drained	Not prime farmland	3	0.32
3	3	ShB	Shelmadine silt loam, 3 to 8 percent slopes	Shelmadine	80	0.47	Poorly drained	Not prime farmland	3	0.32
3	3	WeB	Weikert shaly silt loam, 3 to 8 percent slopes	Weikert	80	23.92	Somewhat excessively drained	Farmland of statewide importance	2	0.32
3	3	WeC	Weikert shaly silt loam, 8 to 15 percent slopes	Weikert	80	11.62	Somewhat excessively drained	Not prime farmland	2	0.32
3	3	WkE	Weikert and Klinesville shaly silt loams, steep	Weikert	40	1.22	Somewhat excessively drained	Not prime farmland	2	0.32

Field	Label	Musym	Muname	Comp	%	Acres	Drainage Class	Farmland Class	Tfact	Kfact
3	3	WkE	Weikert and Klinesville shaly silt loams, steep	Klinesville	30	0.91	Somewhat excessively drained	Not prime farmland	2	0.28
4	4	ShA	Shelmadine silt loam, 0 to 3 percent slopes	Shelmadine	80	1.95	Poorly drained	Not prime farmland	3	0.32
4	4	WeC	Weikert shaly silt loam, 8 to 15 percent slopes	Weikert	80	9.37	Somewhat excessively drained	Not prime farmland	2	0.32
4	4	WkE	Weikert and Klinesville shaly silt loams, steep	Weikert	40	0.38	Somewhat excessively drained	Not prime farmland	2	0.32
4	4	WkE	Weikert and Klinesville shaly silt loams, steep	Klinesville	30	0.29	Somewhat excessively drained	Not prime farmland	2	0.28
5	5	ArA	Alvira silt loam, 0 to 3 percent slopes	Alvira	80	5.83	Somewhat poorly drained	Farmland of statewide importance	3	0.32
5	5	RwC	Rushtown very shaly silt loam, 8 to 25 percent slopes	Rushtown	80	3.58	Excessively drained	Not prime farmland	3	0.28
5	5	WkE	Weikert and Klinesville shaly silt loams, steep	Weikert	40	0.03	Somewhat excessively drained	Not prime farmland	2	0.32
5	5	WkE	Weikert and Klinesville shaly silt loams, steep	Klinesville	30	0.03	Somewhat excessively drained	Not prime farmland	2	0.28
6	6	ArA	Alvira silt loam, 0 to 3 percent slopes	Alvira	80	1.07	Somewhat poorly drained	Farmland of statewide importance	3	0.32
6	6	RwC	Rushtown very shaly silt loam, 8 to 25 percent slopes	Rushtown	80	0.86	Excessively drained	Not prime farmland	3	0.28
6	6	WeB	Weikert shaly silt loam, 3 to 8 percent slopes	Weikert	80	2.73	Somewhat excessively drained	Farmland of statewide importance	2	0.32
6	6	WeC	Weikert shaly silt loam, 8 to 15 percent slopes	Weikert	80	1.04	Somewhat excessively drained	Not prime farmland	2	0.32
6	6	WeD	Weikert shaly silt loam, 15 to 25 percent slopes	Weikert	80	0.19	Somewhat excessively drained	Not prime farmland	2	0.32

Field	Label	Musym	Muname	Comp	%	Acres	Drainage Class	Farmland Class	Tfact	Kfact
7	7	BkB	Berks shaly silt loam, 3 to 8 percent slopes	Berks	65	1.33	Well drained	Farmland of statewide importance	3	0.32
7	7	Hv	Holly silt loam	Holly	90	0.06	Poorly drained	Farmland of statewide importance	5	0.28
7	7	RwC	Rushtown very shaly silt loam, 8 to 25 percent slopes	Rushtown	80	0.04	Excessively drained	Not prime farmland	3	0.28
7	7	WbB	Watson silt loam, 3 to 8 percent slopes	Watson	80	0.16	Moderately well drained	All areas are prime farmland	3	0.37
7	7	WeB	Weikert shaly silt loam, 3 to 8 percent slopes	Weikert	80	4.96	Somewhat excessively drained	Farmland of statewide importance	2	0.32
7	7	WeC	Weikert shaly silt loam, 8 to 15 percent slopes	Weikert	80	9.33	Somewhat excessively drained	Not prime farmland	2	0.32
7	7	WeD	Weikert shaly silt loam, 15 to 25 percent slopes	Weikert	80	0.89	Somewhat excessively drained	Not prime farmland	2	0.32
8	8	AoB	Allenwood and Washington soils, 3 to 8 percent slopes	Allenwood	50	1.92	Well drained	All areas are prime farmland	4	0.32
8	8	AoB	Allenwood and Washington soils, 3 to 8 percent slopes	Washington	30	1.16	Well drained	All areas are prime farmland	4	0.37
8	8	AoC	Allenwood and Washington soils, 8 to 15 percent slopes	Washington	30	6.3	Well drained	Farmland of statewide importance	4	0.37
8	8	AoC	Allenwood and Washington soils, 8 to 15 percent slopes	Allenwood	50	10.51	Well drained	Farmland of statewide importance	4	0.32
8	8	BkC	Berks shaly silt loam, 8 to 15 percent slopes	Berks	65	4.24	Well drained	Farmland of statewide importance	3	0.32
8	8	WbB	Watson silt loam, 3 to 8 percent slopes	Watson	80	3.21	Moderately well drained	All areas are prime farmland	3	0.37

Field	Label	Musym	Muname	Comp	%	Acres	Drainage Class	Farmland Class	Tfact	Kfact
8	8	WeD	Weikert shaly silt loam, 15 to 25 percent slopes	Weikert	80	3.07	Somewhat excessively drained	Not prime farmland	2	0.32
8	8	WkE	Weikert and Klinesville shaly silt loams, steep	Weikert	40	0.06	Somewhat excessively drained	Not prime farmland	2	0.32
8	8	WkE	Weikert and Klinesville shaly silt loams, steep	Klinesville	30	0.05	Somewhat excessively drained	Not prime farmland	2	0.28
9	9	BkC	Berks shaly silt loam, 8 to 15 percent slopes	Berks	65	3.41	Well drained	Farmland of statewide importance	3	0.32
9	9	HtD	Hartleton channery silt loam, 15 to 25 percent slopes	Hartleton	75	4.92	Well drained	Not prime farmland	3	0.24
9	9	WkE	Weikert and Klinesville shaly silt loams, steep	Weikert	40	0.07	Somewhat excessively drained	Not prime farmland	2	0.32
9	9	WkE	Weikert and Klinesville shaly silt loams, steep	Klinesville	30	0.05	Somewhat excessively drained	Not prime farmland	2	0.28

Soil Acreages For Farm

Musym	Muname	Comp	%	Acres	Drainage Class	Farmland Class	Tfact	Kfact
BkB	Berks shaly silt loam, 3 to 8 percent slopes	Berks	65	2.86	Well drained	Farmland of statewide importance	3	0.32
BkC	Berks shaly silt loam, 8 to 15 percent slopes	Berks	65	10.85	Well drained	Farmland of statewide importance	3	0.32
ShA	Shelmadine silt loam, 0 to 3 percent slopes	Shelmadine	80	4.89	Poorly drained	Not prime farmland	3	0.32
WeB	Weikert shaly silt loam, 3 to 8 percent slopes	Weikert	80	56.18	Somewhat excessively drained	Farmland of statewide importance	2	0.32
WeC	Weikert shaly silt loam, 8 to 15 percent slopes	Weikert	80	36.87	Somewhat excessively drained	Not prime farmland	2	0.32

Musym	Muname	Comp	%	Acres	Drainage Class	Farmland Class	Tfact	Kfact
WkE	Weikert and Klinesville shaly silt loams, steep	Weikert	40	1.78	Somewhat excessively drained	Not prime farmland	2	0.32
WkE	Weikert and Klinesville shaly silt loams, steep	Klinesville	30	1.35	Somewhat excessively drained	Not prime farmland	2	0.28
ArB	Alvira silt loam, 3 to 8 percent slopes	Alvira	82	44.86	Somewhat poorly drained	Farmland of statewide importance	3	0.32
ShB	Shelmadine silt loam, 3 to 8 percent slopes	Shelmadine	80	0.55	Poorly drained	Not prime farmland	3	0.32
ArA	Alvira silt loam, 0 to 3 percent slopes	Alvira	80	6.9	Somewhat poorly drained	Farmland of statewide importance	3	0.32
RwC	Rushtown very shaly silt loam, 8 to 25 percent slopes	Rushtown	80	4.48	Excessively drained	Not prime farmland	3	0.28
WeD	Weikert shaly silt loam, 15 to 25 percent slopes	Weikert	80	4.15	Somewhat excessively drained	Not prime farmland	2	0.32
Hv	Holly silt loam	Holly	90	0.06	Poorly drained	Farmland of statewide importance	5	0.28
WbB	Watson silt loam, 3 to 8 percent slopes	Watson	80	3.37	Moderately well drained	All areas are prime farmland	3	0.37
AoB	Allenwood and Washington soils, 3 to 8 percent slopes	Allenwood	50	4.49	Well drained	All areas are prime farmland	4	0.32
AoB	Allenwood and Washington soils, 3 to 8 percent slopes	Washington	30	2.7	Well drained	All areas are prime farmland	4	0.37
AoC	Allenwood and Washington soils, 8 to 15 percent slopes	Washington	30	6.3	Well drained	Farmland of statewide importance	4	0.37
AoC	Allenwood and Washington soils, 8 to 15 percent slopes	Allenwood	50	10.51	Well drained	Farmland of statewide importance	4	0.32
HtD	Hartleton channery silt loam, 15 to 25 percent slopes	Hartleton	75	4.92	Well drained	Not prime farmland	3	0.24

Musym	Muname	Comp	%	Acres	Drainage Class	Farmland Class	Tfact	Kfact
EsC	Elliber cherty silt loam, 8 to 15 percent slopes	Elliber	80	1.19	Well drained	Farmland of statewide importance	3	0.32
EsD	Elliber cherty silt loam, 15 to 25 percent slopes	Elliber	85	2.01	Well drained	Not prime farmland	3	0.32
EtF	Elliber very cherty silt loam, 25 to 70 percent slopes	Elliber	80	1.19	Well drained	Not prime farmland	3	0.32
EvB	Evendale cherty silt loam, 3 to 8 percent slopes	Evendale	80	3.81	Somewhat poorly drained	Farmland of statewide importance	5	0.37
KmC	Kreamer cherty silt loam, 8 to 15 percent slopes	Kreamer	85	0.22	Moderately well drained	Farmland of statewide importance	3	0.37
MoB	Monongahela silt loam, 3 to 8 percent slopes	Monongahela	80	0.62	Moderately well drained	Farmland of statewide importance	3	0.43



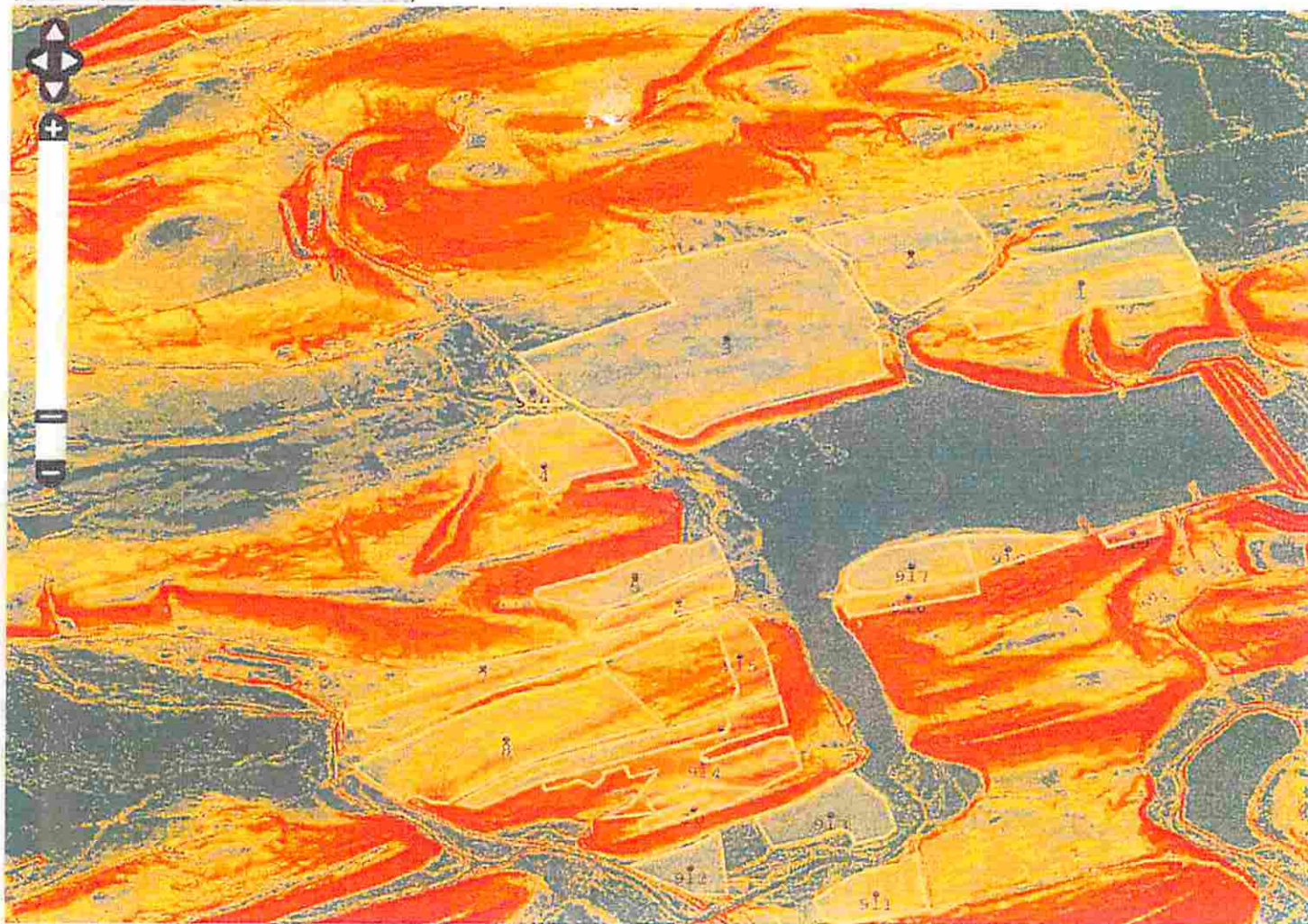
PaOneStop Farm Planning System

[Home](#) / [About](#) [Help](#)You are currently logged in as: jwiney [Log out](#)**Manage Farm**[Measure](#)[Zoom to Farm](#)[Manage Air Photos](#)

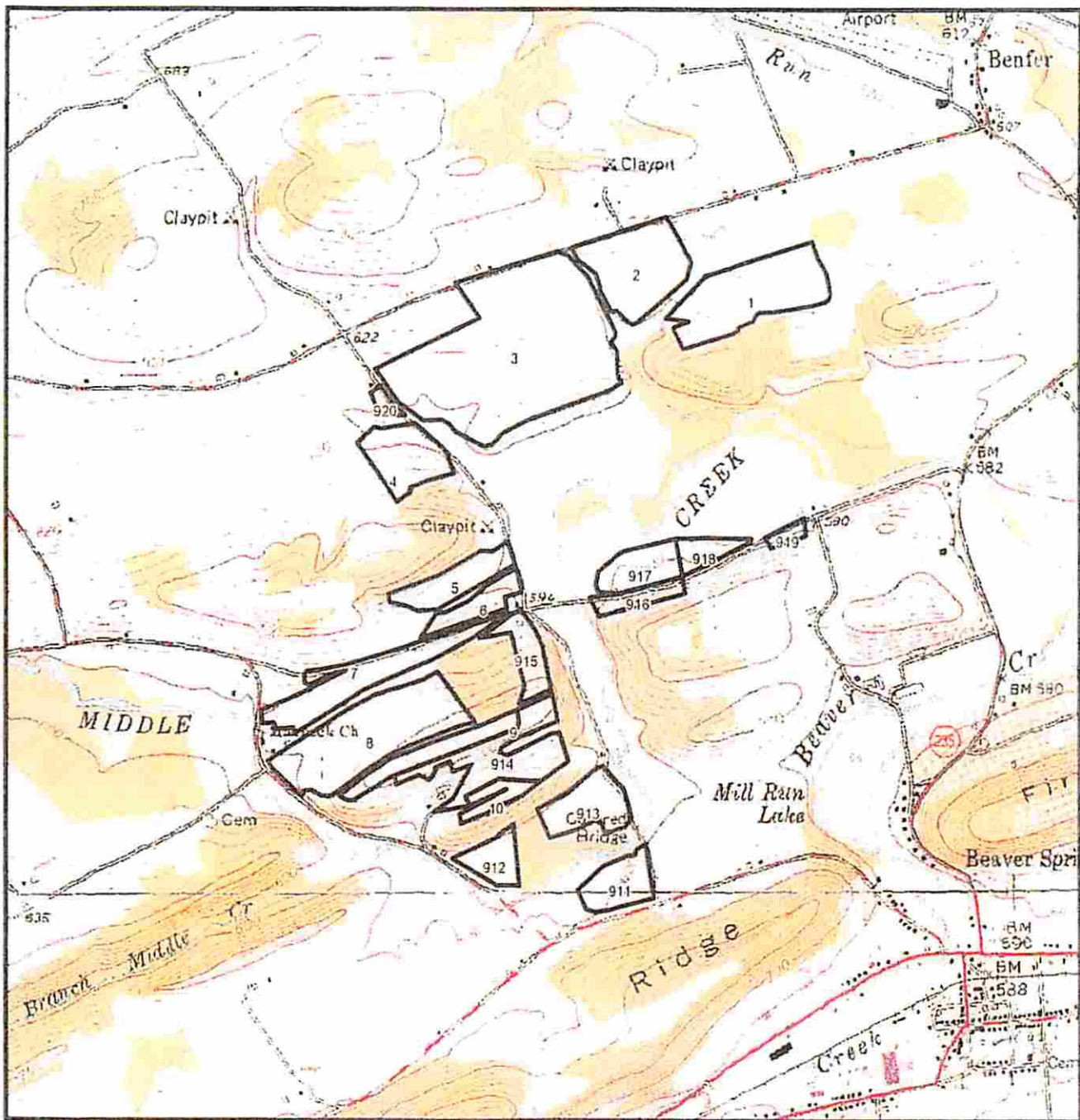
Faylor Lake

[Click map to:](#)
[Select Feature](#)[Add Label](#)[Hide All Labels](#)[Hide Feature Labels](#)**Labels**

ID	Type	Text
0	field	1
1	field	2
2	field	3
3	field	4
4	field	5
5	field	6
6	field	7
7	field	8
8	field	9
9	field	10
10	field	911
11	field	912
12	field	913
13	field	914
14	field	915
15	field	916



Faylor Slope



* 1590.0 feet per inch
 0 795 1590 2385 3180 feet

Legend

- | | | | |
|---------------|---------------|---------------------|------|
| field / CMU | water | manure stacking | AHUA |
| farm boundary | stream | vegetative buffer | well |
| homestead | sinkhole area | 100' manure setback | road |
| forest | sinkhole | 150' manure setback | |



Field Acreages

Field	Label	Description	Acres	Suitable Acres
1	1		24.31	24.31
10	10		4.11	4.11
2	2		20.13	20.13
3	3		75.04	75.04
4	4		11.99	11.99
5	5		9.48	9.48
6	6		5.89	5.89
7	7		16.76	16.76
8	8		30.52	30.52
9	9		8.46	8.46
911	911		8.41	8.41
912	912		5.98	5.98
913	913		10.58	10.58
914	914		17.03	17.03
915	915		6.43	6.43
916	916		4.44	4.44
917	917		8.51	8.51
918	918		4.3	4.3
919	919		1.62	1.62
920	920		1.39	1.39
		Totals	275.38	275.38

FAYLOR LAKE FARMLAND LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into this ____ day of ____, 2025, by and between the **Snyder County Commissioners**, of P.O. Box 217, Middleburg, Snyder County, Pennsylvania 17842 ("Lessor"), and **[Lessee Name]**, of **[Lessee Address]** ("Lessee").

WITNESSETH

NOW THEREFORE, the LESSOR Leases to the LESSEE, to occupy and use solely for agricultural purposes, the following described property, hereinafter referred to as the "Acreage", located in Snyder County, Commonwealth of Pennsylvania and commonly known as part of Faylor Lake Property.

For in consideration of the acts and promises herein and hereby exchanged, Lessor does hereby demise and Lease to Lessee and Lessee does hereby Lease from Lessor, for use in Lessee's agricultural business and for no other purpose, Lessor's recreational or flood control realty ("the Acreage"), more particularly described as follows:

DESCRIPTION OF THE ACREAGE

Two Hundred Seventeen (217) tillable acres on the land designated as Parcels No. 17-06- 015A, 17-07-013B, 17-17-015, 17-07-016A, 17-07-018, 17-07-019, 17-07-021A, 17-07-022, 17-07-023, 17-07-029 and 17-10-082 and located in Spring Township, Snyder County, Pennsylvania. See copy of Map #1 attached hereto.

TOGETHER with all appurtenances thereto, including but not limited to unrestricted access over all existing right-of-ways.

TO HAVE AND TO HOLD the same initial term of this Lease and for all additions thereto and all extensions and renewals thereof; subject to the performance by Lessee of all covenants and promises herein set forth to be performed by Lessee.

WHEREFORE, the respective parties agree, covenant, and promise as follows:

1. TERM

The term of this Lease shall be from January 1, 2027, at 12:01 a.m., to December 31, 2031, at midnight. The Lease may be extended for **five (5) one-year mutual options**, subject to written notice from either party at least **three (3) months** prior to the expiration of the then-current term. The decision to renew shall be at the mutual discretion of both parties.

2. HOLDING OVER

If Lessee remains in possession of the Acreage after the expiration of the Lease term or any renewal term and Lessor elects to accept rent for any period thereafter, a tenancy from month to month only shall be created and not for any longer period.

3. RENT

Lessee agrees to pay Lessor a monthly rent of [Amount in Dollars] **per acre, per month**, for the Leased property. The total rent due over the term of the Lease shall be calculated based on the number of acres Leased and the duration of the Lease in months. Unless otherwise agreed to in writing by both parties, rent shall be paid in monthly installments. The first and last payments under this Lease shall be made upon signing of this agreement and will serve as a deposit for the duration of the Lease.

4. TAXES AND ASSESSMENTS

The Leased parcels are currently non-taxed and any tax liabilities imposed during the term of this Lease shall be the responsibility of the **Lessor**.

5. DAMAGE OR DESTRUCTION

Lessee shall be responsible to fully insure equipment and assets owned by the Lessee that are located on the Acreage against theft, casualty or other loss. Lessor shall insure its equipment, fixtures and other improvements on the Acreage and Acreage.

Lessor shall be responsible to replace or repair as promptly as possible any building or equipment regularly rented by the Lessee from the Lessor that may be destroyed or damaged by fire, flood or other cause beyond the control of the Lessee.

Lessor shall obtain and keep in place liability and casualty insurance on the Acreage and all the equipment and fixtures thereon in amounts sufficient to pay for the replacement of the same in event of loss.

Lessor and Lessee each waives any and all rights of action against the other for negligence or otherwise which may hereafter arise from damage to the Acreage, or damage to the building which is part of the Acreage, or damage to the property thereon or therein, or personal injury, or loss of life resulting from fire or other casualty of the kind covered by standard fire insurance policies with extended coverage, provided that the waiver to either party shall be binding and effective only if and to the extent that standard policies of insurance covering the damage, injury, or loss are then actually in force in favor of the Lessor or Lessee, as the case may be, permitting such waiver, and to the extent actual recovery is had thereon. Each party agrees that such waiver shall be in its respective policies of insurance, and Lessee agrees to pay any additional premium charged for, including the waiver in such policies.

6. SOIL QUALITY MAINTENANCE

Lessee agrees **not to damage the soil quality** of the Acreage during the term of this Lease. Any action that may result in the degradation of soil health, including, but not limited to, improper agricultural practices, chemical misuse, or overuse, shall be prohibited. The **Snyder County**

Conservation District shall have the sole authority to determine any violations related to soil degradation.

If the Snyder County Conservation District determines that the soil quality has been compromised due to Lessee's actions, Lessor shall have the right to terminate the Lease. Such termination must be provided in writing and shall take effect upon the completion of the harvesting of that planting year's crops.

7. UTILITIES AND MAINTENANCE

Lessee will be responsible for all utilities and maintenance associated with the operation of the agricultural use of the property. Lessor shall be responsible for the cost of any and all fuels, propane, and power used to heat, ventilate, air condition, and light any structures located on the Acreage that were constructed and owned by the Lessor.

8. STORAGE

Lessee shall store only agricultural-related property and equipment within the boundaries of the Leased land. No property, equipment, or other items shall be stored in any other area of the Faylor Lake Recreation Complex, including but not limited to the Shale Pit and Disc Golf Course, without the prior written consent of the Lessor.

9. COMPLIANCE WITH LAWS

Lessee and Lessor shall comply with all Federal, State, County, and Township laws, rules, regulations, and ordinances.

10. WASTE AND NUISANCE

Lessee shall not commit waste at the Acreage, nor shall Lessee maintain, commit, or permit the maintenance or commission of any nuisance at the Acreage or use the same for any unlawful purpose.

Lessee shall have the ability to compost vegetation at a designated location on the Acreage as long as it does not cause a nuisance or violate any laws or ordinances. Lessee shall also use agricultural best practices for the cultivation and fertilization of crops on the Acreage with an emphasis on the preservation and improvement of the soil

11. CONDITION, MAINTENANCE, AND REPAIRS

Lessee acknowledges having inspected the Leased Acreage, finds it suitable for Lessee's intended agricultural use, and accepts the Acreage in their current condition as leasable. Lessee agrees to maintain the Acreage in leasable condition throughout the term of the Lease, with the exception of ordinary wear and tear, damage resulting from the acts or omissions of Lessor, acts

of God, vandalism or malicious mischief, civil disturbance, riot, war, or other insurable casualties.

12. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Lessee shall make no alterations, additions, or improvements to the Acreage without the prior written consent of Lessor, but Lessee may make non-structural alterations and improvements with prior written consent of the Lessor.

All alterations, additions, and improvements made by Lessee which cannot be removed without damage to the Acreage shall become the property of Lessor upon the termination of this Lease, but Lessor may require Lessee to remove all or any of the same at Lessee's expense within 30 days after the term of this Lease.

13. OPERATION MANAGEMENT

Lessee shall be in sole possession of Leased Acreage during Lease term.

Lessee shall not damage or knowingly allow damage to be done to Leased Acreage.

Manure Agitation and Hauling to be handled for value of manure by Lessee and Lessee shall assume all liability compliance of regulations and assume all environmental responsibility.

14. ENTRY BY LESSOR

Lessor and its agents may enter the Acreage at any reasonable time for:

- (a) consultation with the lessee;
- (b) inspection, maintenance, and repairs. This includes, but is not limited to, inspecting agricultural operations and ensuring compliance with the Lease terms; and
- (c) after notice of termination of the Lease is given, do any customary seasonal work, none of which is to interfere with the lessee in carrying out regular farm operations.

15. ASSIGNMENT OR SUBLEASE

Lessee may not assign or sublet the Acreage without the prior written consent of the Lessor.

16. ASSIGNMENT BY THE LESSOR

Lessor shall not assign this Lease without the prior written consent of Lessee, which consent will not be unreasonably withheld.

17. WARRANTIES

Lessor warrants that it has full rights and lawful authority to enter into this Lease for the full term hereof and that it is lawfully seized of the Acreage and has good title thereto, free and clear of all conflicting tenancies and encumbrances, except encumbrances which are not in default and to which this Lease shall be subordinate.

Lessor shall place Lessee in quiet possession of the Premises at the beginning of the initial term and shall secure Lessee in quiet possession thereof against all persons lawfully claiming the same during every term of the Lease, provided Lessee is not in default under this Lease.

18. LIABILITY INSURANCE

During the term of this Lease, Lessee shall procure from companies licensed to do business in Pennsylvania and shall keep in force one or more policies of general liability insurance protecting Lessor and Lessee against liability for injury to or death of one person in the amount of at least Five Hundred Thousand Dollars (\$500,000.00), liability for any one occurrence in the amount of at least One Million Dollars (\$1,000,000.00), and liability for damage to or destruction of property in the amount of at least Five Hundred Thousand Dollars (\$500,000.00). Any such policy shall provide for at least 30 days' prior written notice of any cancellation to Lessor. If Lessee fails to procure the insurance or to keep the same in force, Lessor may do so and may charge the premiums to Lessee as additional rent. Any such policy shall provide coverage for Lessor against harms caused to the premises by negligence of Lessee or Lessee's employees

19. DEFAULT BY LESSEE

If Lessee fails to pay any installment of rent on the day it becomes due and payable under this Lease, or if Lessee fails to perform any covenant or promise made in this Lease and remains in default for a period of thirty (30) days after written notice from Lessor of such default and demand for performance then Lessor may, in its sole discretion, take such actions as provided for under this Lease, including but not limited to termination of the Lease.

- (a) Declare the term ended, enter into the Acreage, either with or without process of law, and expel Lessee and any other person occupying the Acreage, using such force as may be necessary to do so, and so to repossess and enjoy the Acreage as its own; and
- (b) Recover all rent due from Lessee and unpaid to the date of repossession of the Acreage.
- (c) If Lessee abandons or vacates the Leased Acreage without giving six (6) months notice
- (d) If Lessee fails to comply with any provisions of this Lease
- (e) If one Lessee defaults the remaining Lessee has the option to continue this Lease

20. DEFAULT BY LESSOR

Should Lessor fail to perform any of its covenants or promises hereunder, in addition to any and all remedies provided by law. Lessee

(a) may, but shall not be obligated to perform such covenants or promises on behalf of Lessor, and monies so expended by Lessee shall constitute a prepayment by Lessee of rent thereafter

accruing under the terms of this Lease, or

(b) may terminate this Lease upon giving at least ninety (90) days' written notice to Lessor of such intention, thereby terminating this Lease on the date designated in such notice, unless Lessor shall have cured such default prior to the designated termination date.

21. NOTICES

If it shall become necessary for Lessor or Lessee to serve any notice, demand, or communication upon the other, such notice, demand, or communication, unless otherwise specified herein, shall be in writing signed by the party serving the same, sent registered or certified United States mail, return receipt requested, postage prepaid, and:

(a) If intended for Lessor, shall be addressed to Commissioners of Snyder County, P.O. Box 217, Middleburg, Pennsylvania 17842 or such other address as Lessor has given written notice of to Lessee; and

(b) If intended for Lessee, shall be addressed to [LESSEE] of [LESSEE'S ADDRESS] or such other address as Lessee has given written notice of to the Lessor.

Any notice so mailed shall be deemed to have been given as of the time the same is deposited in the United States mail.

22. SUBORDINATION

This Lease shall not be subject and subordinate to lien of any mortgage in any amount now or hereafter placed on or against the Acreage or on Lessor's interest or estate, or part of these.

23. PERSONS BOUND

All the covenants and promises in this Lease shall extend to and be binding upon the successors in interest of Lessor and Lessee, and if this Lease has been assigned in accordance with the specific terms governing assignments, then the assigns of Lessor and Lessee.

24. AMENDMENTS

This Lease can be amended only if such amendment is agreed to in writing by all parties.

25. GOVERNING LAW

This Lease shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.

26. ARBITRATION

Any differences between the parties as to their rights or obligations under this Lease that are not settled by mutual agreement after thorough discussion shall be submitted for arbitration to a committee of three disinterested persons, one selected by each party and the third by the two thus selected. The committee's decision shall be accepted by both parties.

27. ENTIRE AGREEMENT

This Lease constitutes the sole and entire understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, covenants, promises, representations, or warranties between the parties as to such subject matter except that the terms, conditions, and requirements as set forth in the bid documents are incorporated herein by this reference as if set forth at length.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the date first above written, intending to be legally bound thereby.

LESSOR:

Snyder County Commissioners

ATTEST:

Anthony L. Phillips, Chief Clerk

Joseph E. Kantz, Chairman

Charles W. Steininger, III, Commissioner

Adam D. Ewig, Commissioner

LESSEE:

Witness

[Lessee Name]

