



**COUNTY OF SAGINAW (EDC)  
REQUEST FOR QUOTATION  
FARMLAND LEASE (189 ACRES)**

The County of Saginaw EDC (Economic Development Corporation) is interested in leasing approximately 189 acres of farmland located in Thomas Township, Saginaw County for a term of (3) crop years (2016, 2017, 2018).

Interested parties must submit your written quotation on or before **11am, Wednesday, October 14, 2015** to Kelly Suppes, Purchasing/Risk Manager at the address listed below:

Saginaw County Governmental Center (Courthouse)  
Controllers Office (Suite 100)  
Attn: Kelly Suppes, Purchasing/Risk Manager  
111 S. Michigan Avenue  
Saginaw, MI 48602  
Email: [ksuppes@saginawcounty.com](mailto:ksuppes@saginawcounty.com)  
Telephone: (989) 790-5505; Facsimile: (989) 790-5566

**Terms and Conditions:**

- 1) Property is owned by the Economic Development Corporation of the County of Saginaw.
- 2) Tenant is responsible for all property taxes (See Attachment B)
- 3) Tenant is required to have a \$1 Million Commercial General Liability Insurance Policy naming the County of Saginaw and Economic Development Corporation as an additional insured. Proof of the annual policy must be provided.
- 4) Tenant will farm the land in a sustainable manner.
- 5) Tenant will exercise care when applying herbicides to avoid water contamination.
- 6) Tenant will use accepted best Management Practices on the farm with the goal of improving the soil's quality and sustainability.
- 7) Tenant will be required to enter into Farmland lease agreement with the EDC (see "draft" Agreement attached)
- 8) Owner and Tenant can terminate the lease with 45 days written notice.

**Attachments:**

- 1) Site maps of Property (Attachment A)
- 2) Parcel Numbers including Taxable Values and Property Taxes (Attachment B)
- 3) Draft Agreement (Attachment C)



**PURE MICHIGAN**  
Michigan Economic Development Corporation



**soginow**  
FUTURE

**GREAT LAKES**  
TECH PARK

**spicer**  
group  
Engineers - Surveyors - Planners



RFQ-Farmland Lease  
Saginaw County Economic Development Corporation  
Attachment B

28-12-3-20-4003-004 (34+- Acres)

Assessed and Taxable Value of 65,400

Summer Bill = \$710

Winter Bill = \$990

Total Bill = \$1,700

28-12-3-29-1001-001 (80+- Acres)

Assessed and Taxable Value of 154,000

Summer Bill = \$1,670

Winter Bill = \$2,330

Total Bill = \$4,000

28-12-3-29-1002-002 (42+- Acres)

Assessed and Taxable Value of 78,400

Summer Bill = \$850

Winter Bill = \$1,190

Total Bill = \$2,040

28-12-3-29-1002-003 (33+- Acres)

Assessed and Taxable Value of 62,900

Summer Bill = \$680

Winter Bill = \$950

Total Bill = \$1,630

Overall Totals: Summer = \$3,910 Winter = \$5,460 Final Annual Total \$9,370

**AGREEMENT**

THIS AGREEMENT dated as of \_\_\_\_\_, between THE ECONOMIC DEVELOPMENT CORPORATION OF THE COUNTY OF SAGINAW ("Licensor"), whose address is c/o Saginaw Future, Inc., 515 N. Washington Ave., 3<sup>rd</sup> Floor, Saginaw, Michigan 48607 and \_\_\_\_\_ ("Licensee"), whose address is \_\_\_\_\_

RECITALS:

A. Licensor is or will be the owner of certain land located in Thomas Township, Saginaw County, Michigan described on Exhibit A attached hereto (the "Property").

B. Licensee desires to farm the Property according to the terms and subject to the conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee a license and right to farm the Property (the "License").

2. **Term of License.** The License shall commence on the date hereof and shall continue for one year.

3. **Use of Property.** Licensee shall use the Property for farming and for no other purpose. Licensee shall not construct any improvements on the Property or alter the Property, other than as reasonably required to plant, grow and harvest crops on the Property.

4. **Infrastructure.** Licensor may construct infrastructure (such as streets and utility lines) on the Property during the term hereof.

5. **Waiver of Liability.** Licensor shall not be liable for any injuries or damages to persons or property from any cause related to Licensee's use of the Property during the term of this Agreement. Licensee hereby waives any and all claims against Licensor for such injuries or damages and agrees that this waiver shall terminate any right of subrogation previously granted by Licensee under any policy of insurance.

6. **Insurance.** Licensee shall procure and maintain a policy of commercial general liability insurance relating to the Property, with at least a \$1,000,000 single limit of coverage with respect to any one occurrence. Such insurance shall name Licensor as additional insured. Licensee shall provide Licensor with evidence of such insurance as a condition of the commencement of the License granted hereby.

7. **Indemnification.** Licensee shall indemnify, defend and hold Licensor harmless from and against all claims or injuries for damages to any persons or property from any cause

related to Licensee's use of the Property. Licensee agrees that Licensor shall not be liable for any crop loss on the Property due to termination of this License or for any other reason.

8. **Termination of License.** This License may be terminated upon forty five (45) days' prior written notice by either party at the address given above.

*[Signatures on following page]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written, which shall be the date the last of Licensor and Licensee shall have executed this Agreement below..

DATED: \_\_\_\_\_,

Licensor:

THE ECONOMIC DEVELOPMENT  
CORPORATION OF THE COUNTY  
OF SAGINAW

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

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

DATED: \_\_\_\_\_,

Licensee:

\_\_\_\_\_