

FARMING LEASE AGREEMENT

This Agreement is made by and between the TOWN OF EASTON (the "Town") and SPORT HILL FARM LLC ("Sport Hill Farm").

1. **Description of Leased Area.** The Town shall permit Sport Hill Farm to use the parcels of land located on the grounds of the Samuel Staples Elementary School ("SSES") on Morehouse Road in Easton Connecticut, more particularly described as Parcel A, 2.7 Acres and Parcel B, 3.0 Acres, as outlined in red on the map attached hereto as Exhibit A (the "Leased Area"). In addition to the Leased Area, Sport Hill Farm shall have the right to use, together and in common with others, the paved main entrance to the SSES (the "Entranceway") as a means of access to the Leased Area.
2. **Permitted Use.** Sport Hill Farm shall use the Leased Area exclusively for the purpose of conducting organic farming (the "Permitted Use"). Sport Hill Farm shall not use the Leased Area for any other purpose.
3. **Restrictions on Use.** Within the Permitted Use, the following additional restrictions shall apply. With respect to the Leased Area, Sport Hill Farm shall not, without the Town's advance written permission:
 - a) Plant or cut down any trees;
 - b) Bring soil or fill. It shall be reasonable for the Town to withhold or deny permission on the grounds that the origin of the soil or fill is unknown or uncertain or that the absence of Hazardous or Special Substances cannot be verified;
 - c) Do any excavating or remove any soil;
 - d) Erect any buildings, walls or structures. Sport Hill Farm may erect around the perimeter of the Leased Area an open-style net type fence not exceeding eight (8) feet in height for the purpose of deterring deer;
 - e) Conduct retail sales;
 - f) Use, store or apply any pesticide in violation of Connecticut General Statutes Sections 10-231a, 10-231b, 10-231c or 10-231d;
 - g) Alter or remove any stone wall;
 - h) Install any sign or advertisement;

- i) Deposit any trash, garbage, refuse or waste. All trash, garbage, refuse and waste accumulated in the normal course of farming operations shall be removed at the end of each working day; or
- j) Allow any automobiles, trucks, tractors, recreational vehicles, or motorized farm equipment to remain overnight. Sport Hill Farm may bring farm equipment to the Leased Area for the purpose of conducting its farming operations but shall not store any equipment on the Leased Area.
4. **Affirmative Covenants.** Sport Hill Farm shall, before the end of the Term, plow and disk the Leased Area and sow an agricultural grade winter cover crop as is consistent with organic agricultural practices that add to the tilth of the soil. If directed by the Town, Sport Hill Farm shall remove the open net fencing and fence posts from the Leased Area. Unless so directed, Sport Hill Farm shall leave that fencing and fence posts in place and they shall become the property of the Town. Sport Hill Farm shall take reasonable precautions against damaging the asphalt pavement in the Entranceway and shall promptly repair any damage to the Entranceway caused by Sport Hill Farm at Sport Hill Farm's expense. Sport Hill Farm shall keep the Entranceway clear of clods of mud. Sport Hill Farm shall provide a quarterly status report to the Agricultural Commission in person at a meeting of mutual convenience.
5. **Environmental Covenants.** For the purposes of this Lease, "Hazardous or Special Substance" means any substance that may not be dumped in a land fill as general trash, any substance listed under the laws of the State of Connecticut or the United States as a hazardous waste, or any other substance whose use, presence or storage at the Leased Area requires any person to comply with any environmental reporting or registration requirement under any law. Sport Hill Farm will not under any circumstances cause or permit the depositing, spillage or seepage of any Hazardous or Special Substance on the Leased Area other than in an area and in a manner which is in strict compliance with all laws and which is approved in advance by the Town. Sport Hill Farm will not use, store, generate or dispose of any substance in any manner which would cause the Leased Area to be classified as an Establishment under the laws of the State of Connecticut. Sport Hill Farm will indemnify the Town from and against any loss, cost, damage, fines, testing deemed reasonably necessary by the Town or any other expense incurred by the Town as a result of any violation of any environmental law or this Paragraph.
6. **Term.** The term of this Agreement shall be for three years from January 1, 2014 to December 31, 2016. If both parties agree, the lease may be extended for two more years, until December 31, 2018.
7. **Rent.** Sport Hill Farm shall pay to the Town \$1.00 upon execution of this Lease. There shall be no other rent due so long as Sport Hill Farm cooperates with an agricultural education program under consideration by the Board of Education. Pursuant to that agricultural education program, Sport Hill Farm would be required to allocate 25% of Parcel B for educational use by the students of SSES and a maximum of one hour per week for a maximum of ten weeks for agricultural education of SSES students. If the Board of Education does not approve an agricultural education program for incorporation into the SSES curriculum, then Sport Hill Farm shall pay 10% of the revenues attributable to the sale

of crops produced on Parcel A and Parcel B to the Town or, at the Town's election, to a local food bank. The amount due pursuant to the preceding sentence shall be determined at the end of the 2013 growing season and paid by December 31, 2013.

8. Irrigation. Sport Hill Farm may connect one or more hoses to the exterior hose bibs on SSES for the purpose of obtaining water necessary to irrigate crops on the Leased Area. Sport Hill Farm shall reimburse the Town for the cost of water used by Sport Hill Farm. At the end of the Term, the Town shall compare its water bill for the 2012 and 2013 growing seasons with the water bill for the 2011 growing season. The water bill for the 2012 growing season shall be deemed to be the baseline water usage attributable to educational use. The difference shall be deemed to be the amount of water used by Sport Hill Farm. Sport Hill Farm shall pay the cost of the water used by Sport Hill Farm within thirty (30) days after receipt of a bill from the Town.
9. Quiet Enjoyment. The Town covenants with Sport Hill Farm that the Town has good right to provide the Leased Area and that it will suffer and permit Sport Hill Farm (it keeping all the covenants on its part, as hereinafter contained) to occupy, possess and enjoy the Leased Area during the Term, without hindrance or molestation from the Town or any person claiming by, from or under the Town.
10. Assignment and Subletting. Sport Hill Farm shall not assign its rights and obligations under this Lease or sublet the Leased Area without the advance written permission of the Town which may be withheld or delayed by the Town for any reason.
11. Remedies of the Town. If Sport Hill Farm defaults in the performance of any of the covenants or conditions of this Agreement, the Town shall give Sport Hill Farm written notice of the default. If Sport Hill Farm does not cure any default within thirty (30) days after the receipt of written notice, provided the Town is not in default hereunder, then this Agreement shall thereupon expire and terminate and the Town may, at any time thereafter, re-enter the Leased Area and take possession thereof, and without such re-entry, may recover possession thereof in accordance with Connecticut law.
12. Compliance With Legal Requirements. Sport Hill Farm shall comply with and conform to all the laws of the State of Connecticut and the ordinances and regulations of the Town of Easton relating to health, zoning, nuisance, and fire so far as the Leased Area is or may be concerned.
13. Insurance. Sport Hill Farm will purchase and keep in full force and effect, during the Term, public liability insurance and worker's compensation insurance to protect the Town and Sport Hill Farm against any liability for damages or injuries to persons or property incident to the use of or resulting from any accident in or about the Leased Area. The underwriter and coverage limits of the insurance policies shall be satisfactory to the Town's Comptroller. On or before the first day of the Term, Sport Hill Farm shall deliver to the Town certificates of all insurance policies required under this Paragraph, naming the Town as additional insured. Sport Hill Farm shall obtain a written obligation on the part of the insurance carriers to notify the Town in writing prior to any cancellation of insurance. Sport Hill Farm assumes all risk

of damage to its own property arising from any cause whatsoever, including, without limitation loss by theft, vandalism or otherwise.

14. **Costs and Expenses.** If any party is in default of any of its covenants or obligations under this Agreement, the defaulting party shall be liable to the other for all costs and expenses, including reasonable attorney's fees incurred by the other party in enforcing its rights under this Agreement.

15. **Notices.** Any notice by a party to another party shall be in writing and shall be deemed to be properly given only if delivered personally or mailed by registered or certified mail, return receipt requested at the address listed below. Notice shall be deemed to have been given upon delivery, if delivered personally, and, if mailed, upon the third (3rd) day after the date of mailing. If to the Town, notice shall be delivered to Town of Easton, 225 Center Road, Easton, CT 06612, Attention: First Selectman. If to Sport Hill Farm, notice shall be delivered to: Sport Hill Farm, LLC, Attention Patti Popp, 596 Sport Hill Road, Easton, CT 06612.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the dates set forth below their signatures below.

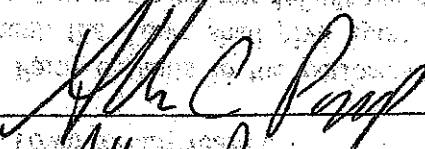
TENANT:
SPORT HILL FARM, LLC

Signature

Name

Title

Date


Allan Popp
OWNER

3-17-2014


TOWN OF EASTON

Signature

Name

Title

Date


Adam Dunsky
First Selectman

3/17/14

FarmingLeaseRenewal-01-14thru12-31-16



Town of Easton

TOWN HALL - 225 CENTER ROAD, P.O. BOX 61
EASTON, CONNECTICUT 06612

TELEPHONE (203) 268-6291
FAX (203) 268-4928

On September 3, 2015, the Board of Selectmen approved an option to extend the term of the Farming Lease Agreement with Sport Hill Farm, LLC originally dated March 17, 2014 from a period of three years, January 1, 2014 to December 31, 2016 to a period of five years, January 1, 2014 to December 31, 2018.

This modifies the original item 6. Term. All other provisions and restrictions remain in effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the dates set forth below their signatures below.

TENANT:

SPORT HILL FARM, LLC

Signature

Name

Title

Date

Alan C Popp
Alan C Popp
owner
9-15-15

TOWN OF EASTON

Signature

Name

Title

Date

Adam Dunsby
Adam Dunsby
First Selectman
9/15/15