

## FARMING LEASE AGREEMENT

This Agreement is made by and between the TOWN OF EASTON (the "Town") and EASTON GROWS LLC ("Easton Grows").

1. Description of Lease Area. The Town shall permit Easton Grows to farm the one (1) acre Parcel of land (Parcel A) enumerated below, located on the Town's South Park property at 18-22 South Park Avenue, Easton, CT, with GPS coordinates as follows, and shown as the black rectangle and red coordinate markers on the map that hereto follows. In addition to the Leased Area, Easton Grows shall have the right to use the area directly surrounding the farmed parcel, and together and in common with others, the existing driveway on the property that provides access to the Parcel, as well as stone building marked as the green square on the map.

Parcel GPS Coordinates:

41°14'05.3"N 73°14'55.8"W

41°14'05.7"N 73°14'56.2"W

41°14'06.9"N 73°14'53.3"W

41°14'06.5"N 73°14'52.7"W

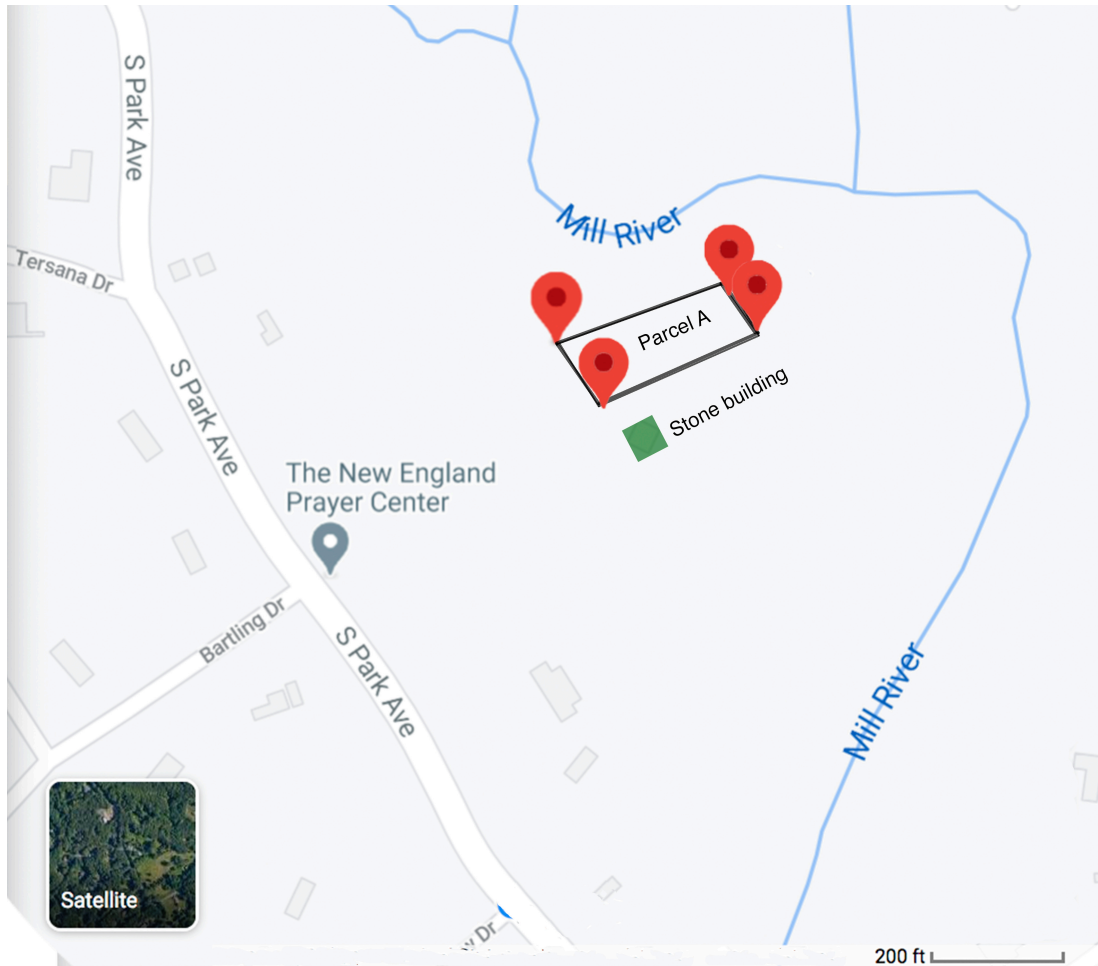


Exhibit A

2. Permitted Use. Easton Grows shall use the Leased Area exclusively for the purpose of conducting organic farming (the "Permitted Use"). Easton Grows 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, Easton Grows 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 soils or fill is unknown or uncertain of the the absence or Hazardous or Special Substances cannot be verified;
- c) Do any excavating or remove any soil (except very small amounts (one (1) lb or less) for doing soil analysis);
- d) Erect any buildings, walls or structures. Easton Grows may erect hoop houses, or, around the perimeter of the Lease Area, an open-style net type fence not exceeding eight

(8) feet in height for the purpose of deterring deer and other wildlife;

e) Conduct retail sales;

f) Use, store, or apply any pesticide in violation of the 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 or waste accumulated in the normal course of operations shall be removed at the end of each working day; or

j) Allow any automobiles, trucks, tractor, trailers, recreational vehicles, or motorized farm equipment to remain overnight. Easton Grows 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. Easton Grows shall, before the end of the Term, plow and disk the Leased Area and sow an agricultural grade of winter cover crops as is customary in the region. Easton Grows may remove and retain the open net fencing and fence posts from the Leased Area, and shall remove any equipment, tools, supplies, and structures, whether permanent or temporary, including hoop houses. If directed by the Town, Easton Grows shall remove said fencing and posts. Any fencing and posts left without the consent of the Town shall become the property of the Town. Easton Grows shall take reasonable precautions against damaging the asphalt pavement in the driveway and shall promptly repair any damage to the Entranceway caused by Easton Grows at Easton Grows' expense. Easton Grows shall keep the driveway clear of clods of mud.

5. Environmental Covenants. For the purposes of this Lease, "Hazardous or Special Substance" means any substance that may not be dumped in a landfill 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. Easton Grows 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 the laws and which is approved in advance by the Town. Easton Grows 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. Easton Grows 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 violations of any environmental law or this Paragraph.

6. Term. The term of this Agreement shall be from May 15, 2021 through and until November 30, 2021 (the "Term").

7. Rent. Easton Grows shall pay to the Town \$1.00 upon execution of this Lease. Easton Grows will pay the Town 20% of the net revenue from the sales of the crops produced on the South Park property. The amount due shall be determined at the end of each growing 2021 season and paid by December 31 2021.

8. Irrigation. Easton Grows will pay the property water bill during months in which water is used to irrigate the crops.

9. Quiet Enjoyment. The Town covenants with Easton Grows that the Town has good right to provide the Leased Area and that it will suffer and permit Easton Grows (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. Easton Grows 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 Easton Grows defaults in the performance of any of the covenants or conditions of this Agreement, the Town shall give Easton Grows written notice of the default. If Easton Grows does not cure any default within (30) days of 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. Easton Grows shall comply with and conform to all the laws of the State of Connecticut and the ordinances and regulations of the Town of Easton relation to health, zoning, nuisance, and fire so far as the Leased Area is or may be concerned.

13. Insurance. Easton Grows will purchase and keep in full force and effect, during the Term, public liability and workers compensation insurance to protect the Town and Easton Grows 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 Finance Director. On or before the first day of the Term, Easton Grows shall deliver to the Town certificates of all insurance policies required under this Paragraph, naming the Town as additional insured. Easton Grows assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation loss by theft, vandalism, or otherwise.

14. Indemnification. Easton Grows will indemnify and hold harmless the Town, its agents, servants, representatives, and employees from any and all losses, claims, actions, costs and expenses (including, but not limited to, attorney fees, witness fees and court costs), judgements, or other damages resulting from any injury to any person (including injury resulting in death), or damage (including loss or destruction) to the property of whatsoever nature of any person arising out of the use of, or any alteration to, or any improvement to the Leased Area. This covenant shall not apply to injury or damage sustained or incurred as the sole result of the negligence of the Town, its agents, servants, representatives or employees. Easton Grows or the Town, as the case may be, shall provide prompt notice to the other of any claim.

15. 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.

16. Notices. Any notice by a party to another shall be in writing and shall be deemed to be properly given only if delivered personally or mail 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 the Town of Easton, 225 Center Road, Easton, CT 06612, Attention: First Selectman. If to Easton Grows, notice shall be delivered to: Easton Grows, Attention Jeff Becker, 5 Cedar Hill Road, Easton, CT 06612.

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

Tenant:  
Easton Grows, LLC

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

TOWN OF EASTON

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_