

## FARMING LEASE AGREEMENT

This Agreement is made by and between the TOWN OF EASTON (the "Town") and SILVERMAN'S FARM ("Silverman's Farm").

1. Description of Leased Area. The Town shall permit Silverman's 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, Silverman's 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. Silverman's Farm shall use the Leased Area exclusively for the purpose of conducting organic farming (the "Permitted Use"). Silverman's 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, Silverman's 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. Silverman's 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, trailers, recreational vehicles, or motorized farm equipment to remain overnight. Silverman's 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. Silverman's Farm shall, before the end of the Term, plow and disk the Leased Area and sow an agricultural grade winter cover crop as is customary in the region. Silverman's Farm may remove and retain the open net fencing and fence posts from the Leased Area. If directed by the Town, Silverman's Farm shall remove said fencing and posts. Any fencing and posts left with the consent of the Town shall become the property of the Town. Silverman's Farm shall take reasonable precautions against damaging the asphalt pavement in the Entranceway and shall promptly repair any damage to the Entranceway caused by Silverman's Farm at Silverman's Farm expense. Silverman's Farm shall keep the Entranceway 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 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. Silverman's 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. Silverman's 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. Silverman's 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 from May 20, 2022 through and until April 15, 2028 (the "Term").
7. Rent. Silverman's Farm shall pay to the Town \$1.00 upon execution of this Lease. There shall be no other rent due so long as Silverman's Farm cooperates with an agricultural education program under consideration by the Easton Agricultural Commission in partnership with Board of Education. Pursuant to that agricultural education program, Silverman's Farm would be required to allocate 25% of Parcel A or 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 Easton Agricultural Commission in partnership with the Board of Education does not approve an agricultural education program for incorporation into the SSES curriculum, then Silverman's 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 each growing season and paid by December 31<sup>st</sup> of that year.

8. Irrigation. Silverman's Farm does not intend to irrigate the Leased Area. Should Silverman's Farm find irrigation necessary, it and the Board of Education will work together on a best efforts basis to provide water from an exterior hose bib on SSES, taking into account appropriate reimbursement, convenience, and feasibility for the Board of Education. However, under no circumstances will the Board of Education or the Town be liable for any losses or damages due to lack of water.
9. Quiet Enjoyment. The Town covenants with Silverman's Farm that the Town has good right to provide the Leased Area and that it will suffer and permit Silverman's 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. Silverman's 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. Reporting Requirements: Silverman's Farm will maintain regular communication with the Town through the Agricultural Commission. Silverman's Farm will have regular communication with the Agricultural Commission and submit quarterly reports. These reports must include but not necessarily be limited to issues with crops, incidents on the farm plots, communication with schools, educational opportunities provided, use of tagline. Silverman's Farm will submit report to the Easton Agricultural Commission by the second Wednesday of the following months: February, May, September, December. Outside of this quarterly reporting requirement, any problems will be addressed with the Easton Agricultural Commission and Town in a timely manner. At the end of the lease, Silverman's Farm will provide an exit interview with the Easton Agricultural Commission.
12. Remedies of the Town. If Silverman's Farm defaults in the performance of any of the covenants or conditions of this Agreement, the Town shall give Silverman's Farm written notice of the default. If Silverman's 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.
13. Compliance with Legal Requirements. Silverman's 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.

14. Insurance. Silverman's 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 Silverman's 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, Silverman's Farm shall deliver to the Town certificates of all insurance policies required under this Paragraph, naming the Town as additional insured. Silverman's 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. Silverman's Farm assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation loss by theft, vandalism or otherwise.
15. Indemnification. Silverman's Farm 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), judgments, or other damages resulting from any injury to any person (including injury resulting in death), or damage (including loss or destruction) to 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. Silverman's Farm or the Town, as the case may be, shall provide prompt notice to the other of any claim.
16. 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.
17. 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 Silverman's Farm, notice shall be delivered to: Silverman's Farm, Attention Irv Silverman, 451 Sport 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:  
SILVERMAN'S FARM

Signature



Name

Irv Silverman

Title

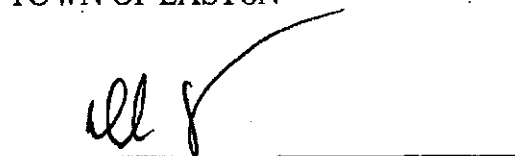
Owner

Date

2/18/23

TOWN OF EASTON

Signature



Name

David Bindelglass

Title

First Selectman

Date

2/9/23