

**BURNS PROPERTY  
AGRICULTURAL LEASE**

This lease is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the TOWN OF CHARLOTTE, Vermont (hereinafter referred to as "Town") and MACK FARM, INC. of the Town of Charlotte, County of Chittenden and State of Vermont (hereinafter referred to as "Lessee").

**Description of the Leased Premises.** The Town hereby leases to the Lessee to occupy and use for agricultural purposes only the following described property located in Charlotte, Vermont: Being approximately fifteen (15) acres of land, more or less, situated easterly of Greenbush Road (TH#4), approximately ¼ mile south of Ferry Road (TH#3) in the Town of Charlotte.

- 1. Term of the Lease.** The term of the lease shall be five (5) growing seasons beginning upon signing of this Lease to December 31, 2020.
- 2. Optional Renewal Provision.** The parties shall have the option of renewing the lease for an additional five-year period. Renewal shall occur only upon Lessee's delivery to Town by April 1, 2020 of a written request to renew the lease for the additional period, and upon said delivery, of the Landlord' acceptance of the Lessee's renewal request. Landlord shall have until September 1, 2020 to provide written notice of its acceptance or rejection of Lessee's renewal request. If Lessee fails to deliver such renewal request, the lease shall terminate at the end of the initial term; conversely, if Town fails to notify Lessee in writing of its decision, the lease shall automatically renew for the additional five-year period. The Landlord reserves the right to not renew the lease for any reason.
- 3. Payment of Rent.** The Town will be compensated annually by the payment of Three Hundred and Seventy-Five Dollars (\$375). Fifty percent (50%) of the annual lease payment due to the Town will be paid by July 1<sup>st</sup> of each year, and fifty percent (50%) of the lease payment due to the Town will be paid by November 1<sup>st</sup> of each year.
- 4. Damage Deposit.** Prior to initiating any use of or work on the Leased Premises, Lessee shall deliver to Town a security and damage deposit of Three Hundred and Seventy-Five Dollars (\$375). The deposit will be a credit against the final lease payment of the lease term.
- 5. Use and Care of Leased Premises.** The Lessee shall have the right to use the Leased Premises for agricultural purposes consistent with Required Agricultural Practices (RAPs) once approved by the State of Vermont; until the RAPs are approved, the Lessee shall have the right to use the Leased Premises for agricultural purposes consistent with Accepted Agricultural Practices (AAPs) as defined by the Vermont Secretary of Agriculture, Food and Markets, with federal, state and local laws and ordinances governing the conduct of agricultural operations, each as may be amended from time to time, which are incorporated into this Lease by reference as if set forth in full (the "Governing Documents"). The Lessee shall maintain the property in good and orderly condition, and return the premises to the Town at the expiration of this lease in a manner consistent with all provisions contained herein. Damages and/or losses beyond the Lessee's control shall not be held against the Lessee.
- 6. Crops.**  
Notwithstanding the foregoing, the Lessee shall only grow crops to be used for hay.
- 7. Cover Crop.** Lessee agrees to maintain a crop on the field so that no field is un-vegetated during the winter.
- 8. Wastewater Disposal Mounds.** Mounds that are used in conjunction with the wastewater disposal system operated by the Town are located on the parcel. Lessee shall be liable for any damage to the mounds.
- 9. Mowed Trail** A walking trail is mowed by the Town around the periphery of the leased premises. Lessee acknowledges the mowed trail is pre-existing, and will not claim a loss

of use of the area that is used for the walking trail. Lessee also will not in any way interfere with the use of the walking trail. The spreading of manure and fertilizer will be restricted from the walking trail.

- 10. Manure, Fertilizer, Herbicide, and Pesticide Use.** No manure or fertilizer will be spread by the lessee without the lessee first providing to the Town a Nutrient Management Plan. At a minimum the plan will meet all Natural Resources Conservation Service (NRCS) criteria for water quality and soil erosion. No herbicides or pesticides will be used without prior written approval of the Selectboard.
- 11. Drainage Tile.** Lessee agrees to not install drainage tile without prior written approval by the Town.
- 12. Livestock.** The Lessee shall not keep any livestock on the parcel.
- 13. Liability for damage to trees.** The Lessee shall be liable for damage to trees adjacent to the mowed field and will be responsible for replacing any trees that are damaged.
- 14. Cancellation.** The Town reserves the right to cancel this lease for nonpayment of rent on or after November 2<sup>nd</sup> of each year if rent is not current. The Town may also cancel this lease if, after providing thirty (30) days written notice to cure, Lessee remains in violation of one or more conditions of this Lease or the Governing Documents. Death, bankruptcy or incapacity of the Lessee shall terminate this lease with incapacity determined at the sole judgment of the Charlotte Selectboard.
- 15. Rights of Town to Use and Occupy Leased Premises.** The Town, by its authorized representatives, may enter the leased premises at any reasonable time without notice or compensation to the Lessee to inspect the premises, to perform maintenance upon the premises, and to conduct soils analysis, engineering studies, etc. which the Town at its sole discretion may deem appropriate.
- 16. Assignment and Sublease.** Lessee shall not assign this lease or sublet any portion of the premises without the Town's prior written consent.
- 17. Liability Insurance.** Lessee shall maintain at Lessee's sole expense during the term of this lease, comprehensive general liability insurance with a minimum liability with respect to bodily injury of \$1,000,000, per occurrence, for each person and \$1,000,000, per occurrence, with respect to property damage. Said policy shall name the Town as an additional insured, shall be issued by a company licensed to do business in Vermont and shall provide at least ten (10) days written notice to Town before cancellation or material changes become effective. A Certificate of Insurance shall be provided to the Town on an annual basis prior to initiating any use of or work on the Leased Premises.
- 18. Other Provisions:**
  - a. Lessee has reviewed premises and accepts them in "as is" condition.
  - b. Lessee accepts risk of theft or loss of all personal property kept on the premises.
  - c. Lessee agrees to indemnify Town against all claims relating to damages to persons or property by reason of Lessee's use or occupancy of the premises or arising from the acts of Lessee's employees, guests, agents, independent contractors or business invitees.
  - d. This lease and the activities of the Lessee and the Town shall be governed by the laws of the State of Vermont.
  - e. Lessee shall not, without written consent of the Selectboard, cultivate portions of the Leased Premises which have not been previously cultivated.
  - f. This lease and the attachments hereto represents the entire agreement between the parties and may not be modified, amended or supplemented except by an instrument in writing signed by both parties hereto.
  - g. This lease shall be binding upon and inure to the benefit of the parties hereto and upon their respective successors, heirs, administrators and assigns.

**In Witness Whereof**, the parties have signed this lease:

\_\_\_\_\_  
Chair, Selectboard Date

\_\_\_\_\_  
Lessee—authorized representative of Mack Farm, Inc. Date

**State of Vermont  
Chittenden County**

At \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2016,  
\_\_\_\_\_ personally appeared, and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed.

Before me, \_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_2/10/19

**State of Vermont  
Chittenden County**

At \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2016,  
\_\_\_\_\_ personally appeared, and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed.

Before me, \_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_2/10/19