TOWN OF POMFRET
AGRICULTURAL LAND LEASE PROGRAM

APPLICANT LEASE PROPOSAL
(The 'Murdock' Parcel)

1. **Name and Address of Applicant:** _____

_____

_____

Telephone: _____

Email: _____

2. **Location of Leased Land (insert land parcel reference):** _____

3. **Proposed Total Annual Lease Rent Amount:** _____

4. **Proposed Agricultural Use of Land:** _____

_____

_____

_____

5. **List References or Agricultural Experience (if any):** _____

_____

_____

_____

6. **Additional Program Conditions and Requirements:**

(a) Applicants are required to submit a proposed Agricultural Use and Conservation Plan pertaining to the proposed agricultural use of the leased land. Said Plan will describe the intended agricultural use and will also disclose any contemplated fertilizer or other soil additives that would be applied to the soil on the leased parcel, and the schedule for any such applications.

(b) Selected Applicants will be required to execute an Agricultural Use Land Lease, copies of which will be provided by the Town to all applicants prior to submission of this application form. In addition to all terms and conditions set forth in the Lease, it shall also be subject to any additional conditions as may be deemed necessary by the Town after review and approval of proposed lease use.

(c) In the event a successful applicant elects not to execute a final Agricultural Land Lease as offered by the Town, the Town may award a lease to another applicant from the proposals submitted.

AGRICULTURAL LAND LEASE

THIS INDENTURE made this day of , 2016, by and between **THE TOWN OF POMFRET**, a Connecticut municipal corporation of the Town of Pomfret (hereinafter called the "Town"), and _____, of , Connecticut (hereinafter called the "Lessee"),

WHEREAS, the Town is the owner of unimproved municipally owned land located at and known as_____, Pomfret, Connecticut, and as depicted as Lot No.____in Block No.____ on the current Pomfret Assessor's Map No._____ a copy of which is attached as Exhibit A, (the "Premises"); and

WHEREAS, in accordance with the Pomfret Plan of Conservation and Development, a mission and goal of the Town is to preserve, protect and promote the appropriate use of lands within the Town for productive agricultural use and/or preservation purposes in accordance with accepted agricultural practices as a means of promoting the protection, restoration and/or productive use of prime agricultural lands with the Town; and

WHEREAS, in furtherance of said mission and goals, the Town desires to make appropriate municipally owned lands available for productive agricultural use by qualified third party Lessees in accordance with sound agricultural use practices that will foster the use, restoration and/or preservation of such lands; and

WHEREAS, the Lessee has provided the Town with an Agricultural Use and Conservation Plan (the "Plan"); as provided in the Applicant Lease Proposal submission requirements; a copy of which is hereafter attached as Exhibit B; that is consistent with said mission and goal of the Town through the Lessee's intended agricultural use of the Premises upon

the terms and conditions as herein set forth,

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

WITNESSETH:

1. Agreement to Lease. The Town does hereby lease to the Lessee the Premises described in Exhibit A, upon the terms and conditions as herein set forth.

2. Term. This lease shall be for a term commencing as of April 1, 2017, and running to October 31, 2021.

3. Rent. The Lessee shall pay the Town annual rent in the amount of _____ ($_____) Dollars, which shall be payable in advance in equal installments of $_____; the first being due on 1st of each year, and the second installment of $_____, being due and payable on or before 1st of each year during the remaining term of this Lease.

4. Use and Access. The Lessee shall be entitled to use of those portions of the Premises as are delineated as ' Lease Area', on the attached Exhibit A; excluding the use of any existing buildings or other structures located thereon, unless otherwise provided herein; for such agricultural related purposes as set forth and provided in the Lessee's Plan as approved by the Town. Any substantial changes or modifications in such use by the Lessee will be subject to the review and

written approval by the Town, which will not be unreasonably withheld. The Lessee's use and enjoyment of the Premises shall be subject to reasonable rights of entry, by authorized Town personnel, to any buildings or structures on the Premises not subject to this Lease, and for purposes of inspecting the Premises from time to time. Such entry by the Town will not unreasonably interfere with the Lessee's agricultural use of the Premises. Access to the Premises shall be subject to such conditions, if any, as may be set forth in Exhibit C, attached hereto.

5. Agricultural and Environmental Practices. The Lessee covenants and agrees that it will permit no hazardous or toxic waste, substance, material or matter; as those terms may be defined from time to time by applicable local, state and federal law; to be brought, used, maintained or stored at the Premises, in violation of any law or regulation. The Lessee further agrees to reasonably cooperate with the Natural Resources Conservation Service, Eastern Connecticut Conservation District, or such other agency or office as may be designated by the Town from time to time, in incorporating such Accepted Agricultural Practices and/or other soil conservation measures as may be recommended in connection with its agricultural use of the Premises. The Lessee further covenants to comply with all applicable federal, state and/or local land use regulations in connection with such use of the Premises. In addition, the Lessee's agricultural use 0f the premises shall be further subject such conditions set forth in Exhibit C, if any, pertaining to use and storage of any fertilizers, pesticides and/or insecticides on the Premises during the term of this Lease.

6. Improvements. The Lessee shall have the right to make reasonable improvements to

the Premises, at the Lessee's sole expense, as are set forth and provided in said Plan. Any improvements or changes to the Premises that are not detailed or described in said Plan will be subject to the written approval of the Town. The Lessee shall not be entitled to any reimbursement from the Town for costs of any improvements made by the Lessee to the Premises, upon expiration or termination of this Lease.

7. Insurance and Indemnification. During the term of this Lease, the Lessee will procure and keep in effect liability and property damage insurance for the benefit of the Town in the sum of One Million ($1,000,000.00) Dollars, and will have the Town named as additional insured party on all such policies. In the event this Lease includes right to use any building or structures on the Premises, the Lessee shall also maintain hazard insurance coverage for the same, in a form and content acceptable to the Town, naming the Town as an additional insured party. The Lessee hereby agrees to indemnify the Town and hold it harmless from any liability for damages to person or property in or on the premises leased from any cause. Acceptable proof of such insurance shall be furnished to the Town by the Lessee. In the event such insurance lapses or is otherwise not maintained during the term of this lease, the Town may procure the same and any costs incurred by the Town attendant thereto shall be due and payable to the Town, from the Lessee, as additional rent in the month immediately next following written notice of such action from the Town to the Lessee. In addition to the foregoing, the Lessee further agrees to indemnify and reimburse the Town for any expenses incurred in connection with any required remediation or restoration of the Premises that results from the Lessee's noncompliance with all Lessee responsibilities in connection with the agricultural use of the Premises as herein provided.

8. Default and Re-Entry. Each of the following shall constitute a default or breach of this lease by the Lessee:

(a) Failure on the part of the Lessee to make payment of any of the rent due hereunder and not make payment within ten (10) days after written notice thereof by the Town; or

(b) Default on the part of the Lessee in performance of any of its obligations and responsibilities under the terms of this lease; including any conditions as set forth in Exhibit C, or as set forth in any Agricultural Use and Conservation Plan attached as Exhibit B; which default is not cured within fifteen (15) days of written notice from the Town to the Lessee specifying the particular default or breach.

In the event of any such default, the Town may, thereafter, and without further demands or notice, re-enter and take possession of the Premises, and such re-entry and taking of possession shall terminate this lease.

8. Waiver of Right after Default. The Lessee acknowledges and agrees that any delay, waiver or omission on the part of the Lessor to exercise any right or power arising upon default by the Lessee in the performance of any obligations as herein set forth shall not be construed to be a waiver of any subsequent default on the part of the Lessee. The Lessee hereby waives issuance of a notice to quit, upon expiration of this lease, pursuant to *C.G.S. Sec. 47a-25*.

9. Surrender of Premises Upon Expiration. The Lessee shall surrender the Premises upon the expiration of this lease, in the same condition as when the Lessee took possession, and will

maintain the grounds in neat and clean condition throughout the term of the lease.

10. Assignment. The leasehold rights herein granted shall not be subject to assignment or subletting, by the Lessee, unless approved and authorized in writing by the Town.

11. Binding Effect. All of the rights, obligations and duties hereunder shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

Signed, sealed and delivered
in presence of

Town of Pomfret
Lessor

_____ By: _____

_____

LESSEE;

_____ By: _____

_____

STATE OF CONNECTICUT
ss. Pomfret
County of Windham

On this the day of 2016, before me, Edwin C. Higgins, III, the undersigned officer, personally appeared Craig Baldwin, who acknowledged himself to be the First Selectman of the Town of Pomfret and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Town by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Edwin C. Higgins, III
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss Pomfret
COUNTY OF WINDHAM)

On this the day of , 2016, before me, , the undersigned officer, personally appeared, , known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained, as her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
/Notary Public
My Commission Expires:

EXHIBIT A

[Copy of Plan or Tax Map depicting Premises and leased portions thereof- to be attached]

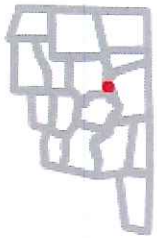
EXHIBIT B

[Copy of Agricultural Use and Conservation Plan submitted by Lessee and as approved by the Town- to be attached]

EXHIBIT C

[List of Conditions- if any- pertaining to access to leased premises. If none- to be so stated here]

MURDOCK PROPERTY - 434 KILLINGLY ROAD



Legend

- Town
- Buildings
- Parcels
- Parcel Label

Notes

TOTAL TILLABLE LAND = 10.92 ACRES
(ESTIMATED)
(BLUE HIGHLIGHTED)

0.1 0 0.07 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

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