

Lense

TERMINATION OF LEASE DATED JULY 16, 2007 BETWEEN ALEXANDER AND DEBORAH SAVITSKY, TENANT, AND ANN M. SHUGRUE AND ANN C. SHUGRUE, LANDLORD AND CO-OWNER, AND CREATION OF A NEW LEASE BETWEEN ALEXANDER SAVITSKY (TENANT) AND THE TOWN OF EAST HADDAM (TOWN) SUCCESSOR IN TITLE TO ANN M. SHUGRUE AND ANN C. SHUGRUE

WITNESSETH

Whereas Landlord and Tenant entered into a lease on July 16, 2007 of land and buildings known as the Shugrue Farm consisting of 277 acres more or less; and

Whereas the Town became the successor in title to Ann M. Shugrue and Ann C. Shugrue by virtue of a Warranty Deed from Ann M. Shugrue to the Town dated September 28, 2009 and recorded at Volume 846 page 302 and by Order of the Superior Court dated February 1, 2012 of two parcels of land 26.781 acres and 204.891 acres; and

Whereas the Town and the Tenant have agreed to terminate the lease of July 16, 2007 as it pertains to the property now owned by the Town and enter into a new lease on terms and conditions as set forth below

NOW THEREFORE, for good and valuable considerations and subject to the terms and conditions stated herein the Town and Tenant agree:

1. Termination of Lease. Tenant and Town hereby agree that all rights and obligations between Ann M. Shugrue and Ann C. Shugrue, the Town as successor in title to the Shugrues and the Tenant herein under the lease dated July 16, 2007 as such obligations pertain the property now owned by the Town is terminated effective the signing of this new lease agreement by Tenant and Town.

2. Leased Premises. That the property leased herein to Tenant and the subject of this Lease consist of those two certain pieces or parcels of land designated and shown on survey maps as "LAND N/F ANN M. & ANNE C. SHUGRUE TO BE DEEDED TO THE TOWN OF EAST HADDAM, TOTAL PARCEL AREA = 1,166,601 S.F.; =26.781 ACRES" on the map entitled "PERIMETER SURVEY, LAND N/F ANNE C. AND ANN M. SHUGRUE , TAX MAP 79 LOT #16 & #17, ACKLEY CEMETARY ROAD & TOWN ROAD, EAST HADDAM, CONNECTICUT, SCALE 1" = 100', MAY 12, 2007; Revised 5/16/2007 Showing Settlement Lines; Revised 1/24/2012 Showing Settlement Lines; by Robert R. Weaver, LS, Sheet 1 of 3" and "LAND N/F ANN M. & ANNE C. SHUGRUE TO BE DEEDED TO ANNE C. SHUGRUE, TAX MAP #79 LOT #17, TOTAL PARCEL AREA = 8,925,020 S.F.; =204.891 ACRES" on those certain maps entitled "PERIMETER SURVEY, LAND N/F ANN C. AND ANN M. SHUGRUE, TAX MAP 79 LOT #16 & #17, ACKLEY CEMETARY ROAD & TOWN ROAD, EAST HADDAM, CONNECTICUT, SCALE 1" = 100', MAY 12, 2007; Sheets 2 of 3 and 3 of 3" both maps recited

recommended in Exhibit A. The tenant shall conduct annual soil testing of the fields as recommended in Exhibit A. At a minimum five sites shall be located for testing. Use of manure to fertilize will be in accordance with State of Connecticut Department of Energy and Environmental Protection and Department of Agriculture regulations and best agricultural practices. Any excess of manure produced by animals kept on the Leased premises shall be removed by Tenant at Tenant's sole expense in accordance with Town and state regulations and best agricultural practices.

Pesticides: Tenant shall not store pesticides of any kind on the Leased Premises without prior approval of the Town. No pesticide of any kind shall be used unless the Connecticut Department of Energy and Environmental Protection or Department of Agriculture or their successor agencies have approved its use by farmers.

Town may request no more frequently than annually from Tenant a report of the use of pesticides, fertilizer, manure and/or lime application. Tenant agrees to comply with the provisions of any amendment or update of any publication identified in this section.

The Town may make periodic inspections of the Leased Premises to insure compliance with the foregoing, and the Tenant agrees to comply with any reasonable recommendations of the Town designed to insure the continued arability of the soil, including but not limited to planting a winter cover crop for erosion protection on any open land. Tenant shall seed an annual cover crop by October 15 of each year on land used for tilled crops.

Tenant further covenants and agrees as follows:

Not to cut timber, conduct mining or drilling operations, remove sand, gravel or associated substances from the ground, or commit waste of any kind, and not in any manner to substantially change the contour or condition of the Leased Premises;

Not to construct any temporary or permanent structure on the Leased Premises without the prior written consent of the Town;

Not to grade or regrade the land or make other changes to the Leased Premises that cause water runoff onto neighboring properties or town roads;

Not to obstruct drainage off town roads onto the Leased Premises;

Not to allow for soil erosion or water or other runoff onto neighboring properties or town roads;

Not to plant non-native or invasive species of plants;

Not to dump or place trash, ashes, rubbish, garbage, junk, or unsightly or offensive or hazardous materials in, under or upon the Leased Premises;

Not to allow operation of any recreational vehicles including but not limited to ATVs, snowmobiles, motor bikes or motorcycles or other recreational uses of the Leased Premises (The Town reserves to itself and the public and Tenant agrees that all or some of the Leased Premises is held for conservation purposes and may be used for passive recreational purposes under the

material change in the policy. No change in insurance coverage shall be made by Tenant without prior written approval of the Town.

If Tenant fails to provide insurance coverage as required by this Paragraph 6, Town may purchase such coverage at Tenant's expense and/or declare a default in accordance with Paragraph 8 below. Town shall not be obligated to purchase such insurance coverage, and its purchase of such coverage shall not constitute a waiver of any remedies it may have under Paragraph 8, Default, and Paragraph 9, Termination below. If the Town purchases such coverage, then the amount paid for such coverage shall be due and payable from Tenant on the first day of the month following payment by the Town of such premiums, as additional rent. Failure by Tenant to pay such premium cost to Town shall constitute an event of default under the terms of Paragraph 8, Default below.

Tenant shall be solely responsible for all of its personal property and belongings and in the event of fire or other peril resulting in damage to or destruction of or in the event of theft or vandalism to such personal property, the Town shall have no responsibility or liability to pay for or replace any of Tenant's personal property and belongings.

7. Indemnification. Tenant shall indemnify, defend and hold harmless the Town and all of its respective officials, employees, agents, servants and volunteers to the fullest extent allowed by law from and against any and all liabilities, losses, damages, claims, actions, demands, suits, penalties, interest, judgments, costs or proceedings for personal injury, bodily injury, death, emotional injury, property damage, or any other injury, loss or damage of any kind occurring during the Lease Term or the term of the prior lease dated July 16, 2007 and alleged to have been caused or in fact caused in whole or in part by the Tenant, Tenant's employees, invitees, contractors, vehicle and machine operators, agents and/or animals or resulting from or arising out of or related to or associated with Tenant's use of the Leased Premises or conduct of the business operated therein and thereon or use of the Leased Premises by any person granted permission by Tenant to use or enter upon the Leased Premises or any condition resulting from a default by Tenant of any of Tenant's obligations under any provision of this lease agreement.

8. Default. The following shall be events of default under this lease:

- (i) Tenant's failure to pay any installment of rent or any additional rent within fifteen (15) days after the same becomes due; or
- (ii) If Tenant shall default in fulfilling any of the other requirements, promises, obligations or covenants of this Lease, and such default shall continue for more than thirty (30) days after written notice thereof from the Town, specifying such default or Tenant shall fail to commence to take steps to remedy the specified default within such period, or having so commenced shall thereafter fail to proceed diligently to remedy the same; or

content satisfactory to the Town in which he agrees to assume all obligations of the Tenant under the terms of the Lease including but not limited to remedying any default which may exist at the time of Alexander Savitsky's death. The Town may require Jeffrey to provide financial or other relevant items or data as to his ability to pay and perform all of Tenant's obligations herein and in the Town's absolute discretion may accept or deny Jeffrey Savitsky as substitute Tenant hereunder. In the event Jeffrey Savitsky does not assume the obligations of the Tenant herein or the Town does not accept Jeffrey Savitsky as substitute Tenant hereunder, the heirs of Alexander Savitsky or his personal representatives may complete the harvesting of any marketable crops planted in the season prior to his death. Said heirs or personal representatives shall abide by all the terms and conditions of the lease including payment of rent during such period. If Tenant's son Jeffrey Savitsky gives written notification to the town as provided for above and such notice is accepted by the Town, the Town shall recognize Jeffrey Savitsky as Tenant subject to the terms and conditions written above in this subsection D for the duration of the term of the Lease. Time is of the essence with respect to the giving of notice to the Town as provided for in this subsection D.

E. In the event Tenant assigns this Lease or sublets any portion of the Leased Premises without the prior express written consent of the Town which termination shall be immediate without any notice or opportunity to remedy as provided for in Paragraph 8 above.

Upon the expiration or termination of the lease pursuant to subsections 9A through 9E above, the Town may, at any time thereafter, re-enter said Leased Premises, and the same have and possess as of its former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable the Town to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry, is hereby expressly waived by the Tenant. And it is further agreed that whenever this lease shall expire or terminate by lapse of time, the Tenant waives all right to a notice to quit possession as prescribed by the statutes relating to summary process.

10. Notices. Any notices required or permitted hereunder shall be in writing and delivered either personally to the other party or by depositing such notice in the United States Postal Service Mail, Certified, Return Receipt Requested, postage fully prepaid, to the party at the address set forth below or to such other address as any party may designate in writing:

TOWN: Town of East Haddam
Attention: First Selectman
Town Hall
P. O. Box K
East Haddam, CT 06423

14. Liens. Tenant shall, prior to the commencement of any work upon the Leased Premises, do all things necessary to prevent the filing of any mechanic's or other liens against the Leased Premises or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Leased Premises, or any part thereof, through or under Tenant. If any such lien or notice thereof shall at any time be filed against the Leased Premises, the Tenant shall cause the same to be discharged of record within sixty (60) days after the date of filing of the same. If Tenant shall fail to discharge such lien within such period, then, in addition to any other right or remedy of Town resulting from such default, Town may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien in such manner as is, or may be, prescribed by law. Tenant shall repay to Town, as additional rent, all sums disbursed or deposited by Landlord pursuant to the foregoing provisions of this Paragraph 13 including interest and costs, expenses and attorneys' fees incurred by Town in connection therewith.

15. No Waivers. Failure of Town to insist upon the strict performance of any provisions hereof or of any rules and regulations promulgated hereunder or to exercise any option shall not be construed as a waiver for the future of any such provision or rule or option. The receipt by Town of any rent or other charge due hereunder with knowledge of the breach of any provision of this lease shall not be deemed a waiver of such breach. No provision of this lease shall be deemed to have been waived unless such waiver be in writing signed by the Town. No payment by Tenant or receipt by Town of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid nor shall any endorsement or statement or any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Town may accept such check or payment without prejudice to Town's right to recover the balance of such rent or pursue any other remedy in this lease.

16. Hazardous Substances. Tenant shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances in violation of any Environmental Law on or in the Leased Premises. Tenant shall not do, nor allow anyone else to do, anything affecting the Leased Premises that is in violation of any Environmental Law.

Tenant shall promptly give Town written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Leased Premises and any Hazardous Substance or Environmental Law of which Tenant has actual knowledge. If Tenant learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Leased Premises is necessary as a result of the acts or omissions of Tenant, its employees, agents or contractors, Tenant shall promptly take all necessary remedial actions at Tenant's sole expense in accordance with Environmental Law. Failure to promptly and fully comply with any order or administrative ruling or decision of the Environmental Protection Agency (EPA) or any department or agency of the State of Connecticut or Town having jurisdiction over land, water, and air quality or

In Witness thereof the Town of East Haddam and Alexander and Deborah Savitsky have executed this lease this _____ day of _____, 2014.

Witnessed by:

Town of East Haddam

Mark B. Walter, First Selectman

Alexander Savitsky

Deborah Savitsky, For the Purpose of
Terminating the Lease of July 16, 2007
