

Regulations

Sections of the East Haddam Zoning Regulations pertaining to accessory uses to a farm.

Accessory Uses to Agriculture: The following activities are recognized as a normal part of agriculture uses and are therefore allowed as a Permitted Use: 1) retail sale of agricultural products produced on a Farm, including dairy products, vegetable, fiber, poultry, beef, and other customary, agricultural products. No less than twenty-five (25) percent of the products (both by volume and by product type) shall be raised or produced on the Farm. The maximum square footage of a Farm Stand, including both enclosed and outdoor display areas, shall be seventy-five (75) square feet for each acre of land on the same lot with the Farm which is under cultivation.

Other activities that may have greater public participation such as corn mazes, horse shows, seminars/meetings, a tasting or sampling room, on site tours for the public to see the operation or production of the product, training and lessons for individuals, public events (such as rentals for weddings, showers, etc.), and artist exhibitions shall require a Special Exception Review and approval as an accessory use by the Planning and Zoning Commission. Such activities are to be complementary and subordinate to the principal agricultural use. The Commission will be reviewing the proposed frequency of events, event traffic, parking, lighting, noise levels, and the sanitation facilities needed. The accessory activities may be permitted as a Special Exception provided the activity is in harmony with the surrounding properties with respect to scale and density of development, shall not depreciate surrounding property values, and shall blend with the historical character of surrounding buildings and landscape.

Sections of the Lease Agreement between Mr. Alexander Savitsky and the Town of East Haddam

5. Use. **The Leased Premises may be used by the Tenant for agricultural purposes only.** At its sole expense, Tenant shall maintain and keep the Leased Premises in good condition and repair and shall yield possession of said Leased Premises at the expiration or earlier termination thereof in good order as at the commencement of this lease. At its sole expense, Tenant shall maintain, repair and replace at its expense all existing fences and with the prior written consent of the Town construct new fences or remove existing fences. At its sole expense, Tenant shall maintain, repair and replace at its expense all existing structures, temporary and permanent, and with the prior written consent of the Town construct new structures or remove existing structures. Tenant shall be solely responsible for all expenses related to its agricultural activities and operations and solely responsible for providing for all equipment and supplies and for the well being of any animals kept on the Leased Premises.

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**