

TOWN OF HOLLIS**EAST CEMETERY FARM LEASE AGREEMENT**

THIS AGREEMENT made and entered into this 22nd day of May 2017 between

Lull Farm LLC (Mr. David Orde), with a principal place of business at 65 Broad Street, Hollis NH 03049 and home address, 2 Blood Road, Hollis, NH 03049, (hereinafter referred to as the LESSEE) and the ***Town of Hollis***, by its Governing Body, the Board of Selectmen, with a principal place of business at 7 Monument Square, Town of Hollis, New Hampshire, 03049 (hereinafter referred to as LESSOR).

The LESSEE and LESSOR acknowledge that the LESSOR owns property in said Hollis, which property the LESSOR is desirous of leasing to the LESSEE on the terms and conditions set forth herein and the LESSOR has been authorized to enter into this lease.

SECTION 1 - PROPERTY DESCRIPTION

The property agreed to be leased hereunder consists of unimproved vacant land located in the Town of Hollis shown on the Town of Hollis Tax Maps as Map # 24, Lots 30 and 36, believed to consist of 5.52 acres and 7.38 acres, respectively, said two lots being adjacent to one another and located on the west side of Pine Hill Road, (hereafter the "Property").

SECTION 2 - GENERAL

The LESSOR leases to the LESSEE, to occupy and use for agricultural and related purposes, as defined in Section 4 below, the Property listed above, expressly including any and all buildings and improvements (except as noted below), and only those specific rights expressly provided herein or as otherwise subsequently authorized in writing by the Lessor. In addition to rights and obligations specified elsewhere in this agreement, this lease shall be subject to the general conditions and is given together with the general rights set forth below:

1. Purpose - the primary purpose of this lease is to protect the agricultural soils, agricultural viability, and agricultural productivity of the Property until such time as the Town requires the use of this property for cemetery purposes. No activity which shall significantly impair the actual or potential use of the Property for agricultural production or for cemetery purposes in the future shall be permitted.
2. Amendments and alterations – amendments and alterations to this lease shall be in writing and shall be signed by both the LESSOR and LESSEE.
3. No partnership created - this lease will not be deemed to give rise to a partnership relationship, and neither party will have authority to obligate the other without written consent, except as specifically provided in this lease.
4. Right of entry - the LESSOR reserves the right, by and through its agents, employees, or assigns, to enter the Property at any reasonable time for purposes of

- (a) consulting with the LESSEE; (b) making inspections; (c) developing and executing cemetery development plans relating to the Property or (d) assessing the need to take back portions of land to begin roadways or other developments before needing to terminate the entire lease.
5. Assignment/sub-leasing – this lease shall not be assignable by the LESSEE.
 6. Heirs and successors - the terms of this lease will be binding upon the heirs, executors, administrators and successors of both LESSOR and LESSEE in like manner as upon the original parties, except as provided by mutual written agreement.
 7. Rent and performance - if the LESSEE fails to pay the rent due or fails to keep the agreements of this lease, all costs and attorney fees of the LESSOR in enforcing collection or performance shall be added to and become a part of the obligations payable by the LESSEE hereunder.
 8. Willful neglect - willful neglect, failure, or refusal by the lessee to carry out any substantial provision of this lease will give the other party the benefits of any proceedings provided by law.
 9. Hold Harmless - Lessor shall defend, indemnify and hold harmless Lessee from and against any and all Losses incurred by Lessee arising out of or relating to Lessor's negligence or breach of its obligations except to the extent such Losses are caused by the alleged negligent acts or omissions of the Lessee. Likewise, Lessee, shall defend, indemnify and hold harmless Lessor and its officials and employees from and against any and all Losses incurred by the Town of Hollis (Lessor) to the extent arising out of or relating to Lessee's alleged negligence or breach of its obligations in this lease, except to the extent such Losses are caused by negligent acts or omissions of Lessor.
 10. Crop ownership - all crops or products from the Property are owned by the LESSEE. LESSEE acknowledges that LESSEE will be responsible for the removal of trees as necessary prior to the time when trustees begin to prepare the land for roadways or other developments before needing to terminate the entire lease. Upon the termination of this lease or the cessation of farming activities on all or any part of the Property, the Lessee shall restore the Property or any such part of the Property to a condition suitable for row crop planting or hayfield condition.
 11. Vehicles - motorized vehicles, except those needed for farming purposes by the LESSEE or required by the LESSOR to perform maintenance work and conduct inspections for purposes of cemetery development, are prohibited. Construction of any new paths or trails shall not take place, to the extent possible, on any important agricultural soils. Notwithstanding any prohibition to the contrary, motorized vehicles will be allowed to be used on the Property required to conduct farming operations.
 12. Public access - public access is allowed in areas that do not interfere with ongoing farming operations.
 13. Chemical use and pesticide storage – both the LESSOR and LESSEE

acknowledge that they are aware that the LESSEE intends to apply, in the management of the Property, pesticides and other chemicals commonly used in the management and maintenance of such a farming operation. The LESSEE will not be allowed to store chemicals on the premises. The production and spreading of pesticides, feed, compost, manure, or other fertilizer under sound agricultural practices or leaving of slash after harvested timber, are permitted in accordance with any and all label requirements, an approved Conservation Plan and with the then-current scientifically based practices recommended by the UNH Cooperative Extension, U.S. Natural Resources Conservation Service, New Hampshire Department of Agriculture, Markets and Food and those recommendations (in addition to any and all label requirements) of the U.S. Environmental Protection Agency, or other government or private, nonprofit natural resource conservation and management agencies then active. The LESSEE shall maintain records of pesticide and chemical usage, including the names and state certification of the officers, employees, or agents of the LESSEE who apply such pesticides and chemicals.

14. Dumping - there shall be no dumping, storage, injection, burning or burial of man-made materials, building demolition or construction debris, trash, tires, vehicle bodies or parts or similar materials, solid or hazardous waste or any other material known to be hazardous to human health or the environment including construction or demolition debris. No man-made materials of any kind will be disposed of on the Property. Additionally, no natural materials of any kind will be disposed of on the Property unless they originated on the site.
15. Hunting and fishing – LESSOR reserves the right to post against hunting and fishing as LESSOR may from time to time desire. The LESSEE may not independently post against hunting or fishing. The LESSEE or LESSEE's agent may hunt or trap wildlife that is damaging agricultural crops as allowed under applicable state law.
16. Term and additional agreements regarding Property rights - The Term of this lease shall be from May 22, 2017 and the within lease shall expire on December 31, 2017, unless sooner terminated for cause or mutually extended for another year. This lease may be renewed on an annual basis as long as the conditions of the lease are met and both parties agree on its continuance in writing prior to the annual expiration date. The LESSEE'S continued right to utilize said Property under this lease is completely contingent upon the timely and complete compliance with all conditions of farm operation, land use conservation and maintenance, more particularly set forth herein.

SECTION 3 - RENTAL RATES, PROPERTY IMPROVEMENTS, LAND MAINTENANCE, AND OTHER CONDITIONS

1. Rent - Pursuant to RSA 72:23 (I)(b), the LESSEE shall pay annually a sum equal to the properly assessed real estate taxes tax that a property owner would pay, were the Property still privately owned. This sum shall be paid, annually no later than the last day of the lease year, December 31st of the current rental year.

Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the Lessor.

2. Annual Review - the LESSEE shall make a written accounting to the Cemetery Trustees of his land stewardship for the preceding lease year dated no later than one month after the conclusion of the previous lease year by February 1st. The written report will document records of his property improvements and land maintenance from the preceding year. This meeting shall take place in person, between the LESSEE and the LESSOR'S designated representative.
3. Breach - If the Lessee fails to abide by any of the terms of this Lease, especially, but not limited to, those listed in Section 2, hereof, the Lessor shall be entitled to treat the same as a breach and may, at the option of the Lessor, exercise any remedy available at law or equity including, but not limited to termination.
4. Continuous Occupancy - the LESSEE agrees that only the LESSEE or LESSEE'S employees, officers, or servants will possess and occupy the Property continuously during the term of the lease. No permanent or temporary structure or improvement which constitutes a dwelling shall be constructed, placed or introduced onto the Property.
5. Surrender of Possession - the LESSEE agrees to surrender possession and occupancy of the Property peaceably at the termination of the lease.

SECTION 4 – OPERATION, MAINTENANCE, AND PERMITTED USES

The within lease is being given exclusively for conducting the agricultural use contemplated hereunder and implies no right to use the Property for any other purpose. If such agricultural use ceases on the Property, the LESSOR may revoke this lease. Further, in order to operate this farm efficiently and to maintain it in a high state of productivity, the parties agree as follows:

1. Permitted Uses - LESSOR permits, authorizes, and consents to LESSEE undertaking all activities incident to farming on the premises and agree that the farming practices shall be conducted within the meaning of NHRSA 21:34-a and in conformity with the conservation documents referenced at Section 6, below. It is expressly understood that activities permitted under RSA 21:34-a but not permitted under the terms of the referenced conservation documents shall not be permitted on the Property. The LESSEE shall maintain accurate records of farm operations.
2. Maintenance - LESSEE agrees to provide the labor and equipment necessary to maintain the land and its improvements during the lease period in as good condition as it was at the beginning, including, for example, maintaining existing crops or replacing with new agricultural products, removing diseased or dying crops and replacing with new agricultural products, preventing various types of diseases and infestation of noxious weeds, controlling soil erosion by planting cover crop, repairing and maintaining ditches, tile drains and waterways,

maintaining soil fertility by applying fertilizer, lime or other commonly used nutrients and performing other prudent activities.

3. BMPs - LESSEE'S agricultural management activities shall be in accordance with the then-current scientifically based practices recommended by the University of New Hampshire Cooperative Extension, U.S.D.A. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active.
4. Termination - Failure of the LESSEE to adhere to the above operation, maintenance and permitted use requirements shall be grounds for termination of the lease.

SECTION 5 – EFFECT OF PARTIAL INVALIDITY

The invalidity of any provision of this lease agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this lease agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

SECTION 6 – ENTIRE AGREEMENT

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding on either party.

SECTION 7 – LIABILITY AND INSURANCE

The LESSEE will be responsible for maintaining adequate insurance during the term of the Agreement, as annually required by the LESSOR'S liability coverage provider, which will include, but may not be limited to, General Liability coverage with a minimum limit of \$1,000,000, per occurrence, subject to an annual aggregate of \$2,000,000, Auto Liability coverage with a Combined Single Limit of not less than \$1,000,000 with an additional \$5,000 Medical Payment Coverage. Such coverage must list the LESSOR as an additional insured for the term of the lease. The LESSEE hereby agrees at all times to indemnify and hold harmless the Town; its board, its Cemetery Trustees, officers and employees, to the fullest extent permitted by law, from any and all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees and legal costs, arising out of the LESSEE'S actions. The LESSEE will also maintain and show proof of both Worker's Compensation and Professional liability coverage for the life of the Agreement. The LESSEE will provide the Town with a Certificate of Insurance prior to the inception of activities on the site by the LESSEE and annually thereafter for the life of this agreement. The certificate shall name the Town as an Additional Insured for both General Liability and Auto.

SECTION 8 – NOTICE

Any notices that are required herein, or which either LESSOR or LESSEE shall hold or may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, certified mail, postage-prepaid, return receipt requested, addressed to the respective party at the addresses listed above.


SECTION 9 – COMPLIANCES WITH LAWS

LESSEE agrees to comply with all Federal, State and local laws, ordinances, rules, and regulations that may pertain or apply to the Property and its use.

In witness, each party to this lease agreement has caused it to be executed at on the date and year first written above.

LESSOR

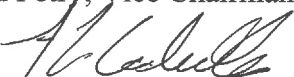
Town of Hollis,
By its Board of Selectmen,



Mark Le Doux, Chairman



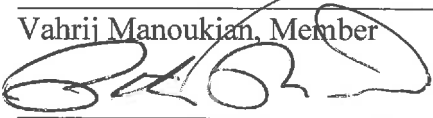
David Petry, Vice Chairman



Frank Cadwell, Member



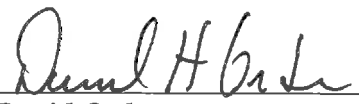
Vahrij Manoukian, Member



Peter Band, Member

LESSEE

Lull Farm, LLC



David Orde