

## **Temporary (150 day) Lease Agreement**

between

Agrarian Trust (AT) and  
Little Jubba Central Maine Agrarian Commons (LJCMAC) (Lessor)  
&

Somali Bantu Community Association (SBCA) of Maine (Lessee)

November 30, 2021 - January 15, 2024

### **Preamble**

*WHEREAS, the Lessee shares the purposes and goals of the Lessor and has agreed to enter into this Lease not only to obtain those benefits to which Lessee is entitled under this Lease, but also to further the collaborative goals including enhancing chemical-free agriculture, supporting community food security, and long term, sustainable land stewardship with regard to the Leased Premises.*

*WHEREAS, the Lessee and Lessor agree to negotiate and sign an Equitable Lease as a continuation of this landholding relationship on January 16, 2024.*

WHEREAS, this lease recognizes the land management and infrastructure improvements that prioritize an agrarian landscape and support other local businesses, especially women and BIPOC-led businesses (Black, Indigenous and People of Color).

WHEREAS, the Parties acknowledge the ownership, conservation, and protection structures and encumbrances that exist in: (1) the 501(c)(3) Agrarian Trust and local 501(c)(2) Commons model, (2) conservation protections and farm and forest best management practices and NRCS guidelines, (3) development restrictions, and/or other zoning protections.

### **ARTICLE I. DEFINITIONS**

Maintain: The action of keeping land, structures, house, etc. in its existing and/or usable state.

Utilize: To make use of, in this case the property associated with this lease document.

Improve: To enhance in value and/or quality.

Healthy ecosystem: An environment which consists of native plant and animal populations interacting in balance with each other.

Semi-permanent: something designed to be dismantled and removed without lasting effect to the site of construction or erection.

Composting: the process of mixing organic materials in a pile, monitoring the biological activity, and controlling conditions to produce stable humus from the raw substances.

Unsupervised: not watched and cared for by an authority figure, accompanying adult, or guardian.

Unaccompanied: a child without another adult person or guardian.

Residential Use: No more than 1 night in a row of accommodating lodging

Community Use: Use by the members of the SBCA community of farmers, their family members and those otherwise receiving services through the SBCA's programs. This includes SBCA staff, Board of Directors, Farmers' Committee members.

Snow Removal: Removal of snow and ice on roads, parking spaces, around buildings, high tunnels, and other infrastructure where human, vehicle, and livestock passage is necessary, and where removing precipitate will protect and lengthen the life and integrity of the structures.

Landscaping/Lawn Maintenance: The cutting of grass, planting and weeding of perennials, pollinator, and decorative species to encourage pollinators, human passage and community use in areas not being used for agricultural purposes, specifically around and between structures and buildings.

Building Maintenance: The upkeep of buildings and structures to prevent and manage normal wear and tear, address necessary fixes, and general care to prolong and maintain their structural and aesthetic integrity and value.

Trash: Single use materials, plastic, paper, or non-reusable objects that cannot be used for farming purposes. This definition shall apply when referenced in the lease.

Litter: Trash that has not been disposed of properly in designated receptacles or removed from premises.

Reusable Materials: Recycled milk jugs, seedling trays and materials, water-hauling receptacles, row cover, rocks that are used in the farming process, and other farming related tools that are stored and secured on individual plots or in designated areas at the tool shed.

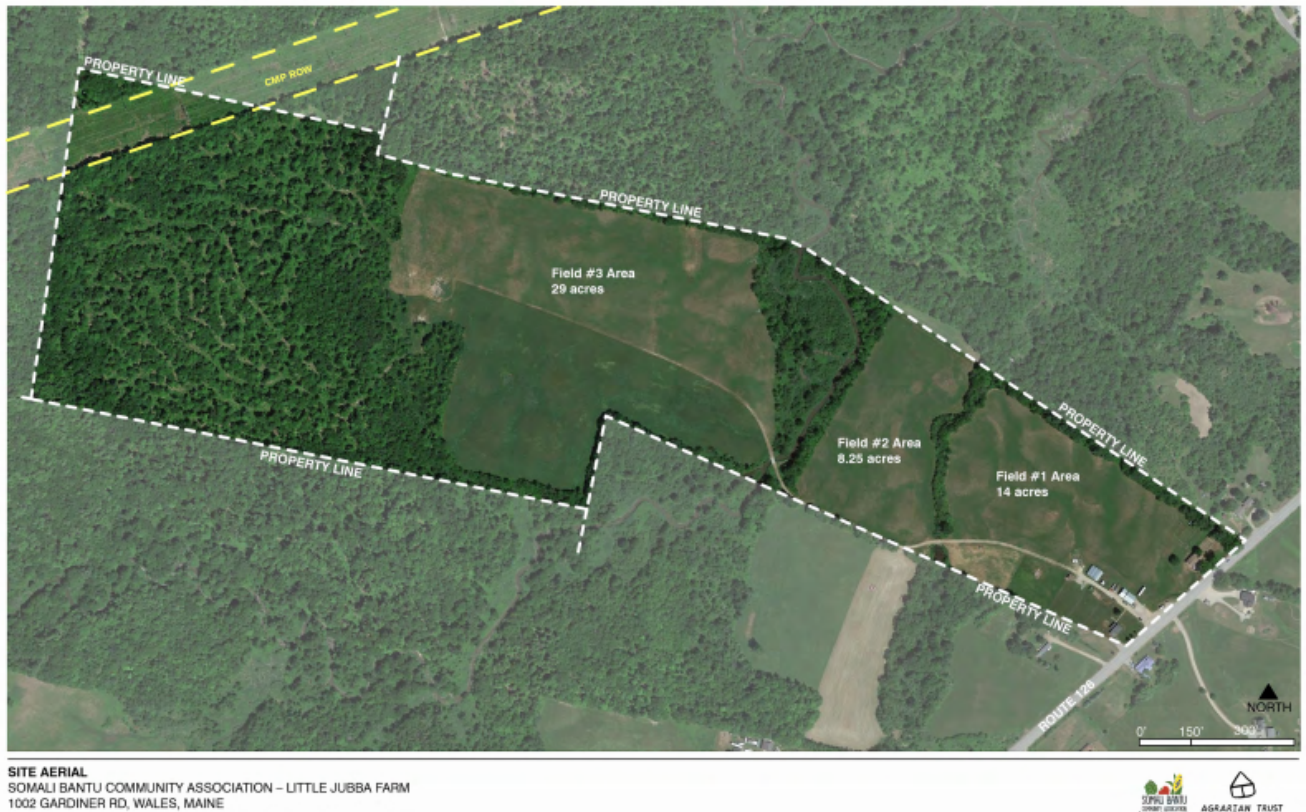
Carry In, Carry Out: The concept of taking personal responsibility for one's own trash and removing it from the premises as soon as it has been created.

Designated Receptacles: Trash bins or containers in a convenient location at the Cold Frame, to be emptied on a weekly or as-needed basis.

Dumpster: A receptacle to be rented by the SBCA near the garage to properly dispose of trash, to be emptied on a regular basis.

## ARTICLE II. LAND AND BUILDINGS

Property at 1002 Gardiner Road, Wales, Maine; described through [Attachment A - survey](#) and Attachment B - farmland areas



*Figure 1. Field designation. Map Credit: A. Gavin Zeitz, Landscape Architecture Department, Rhode Island School of Design*

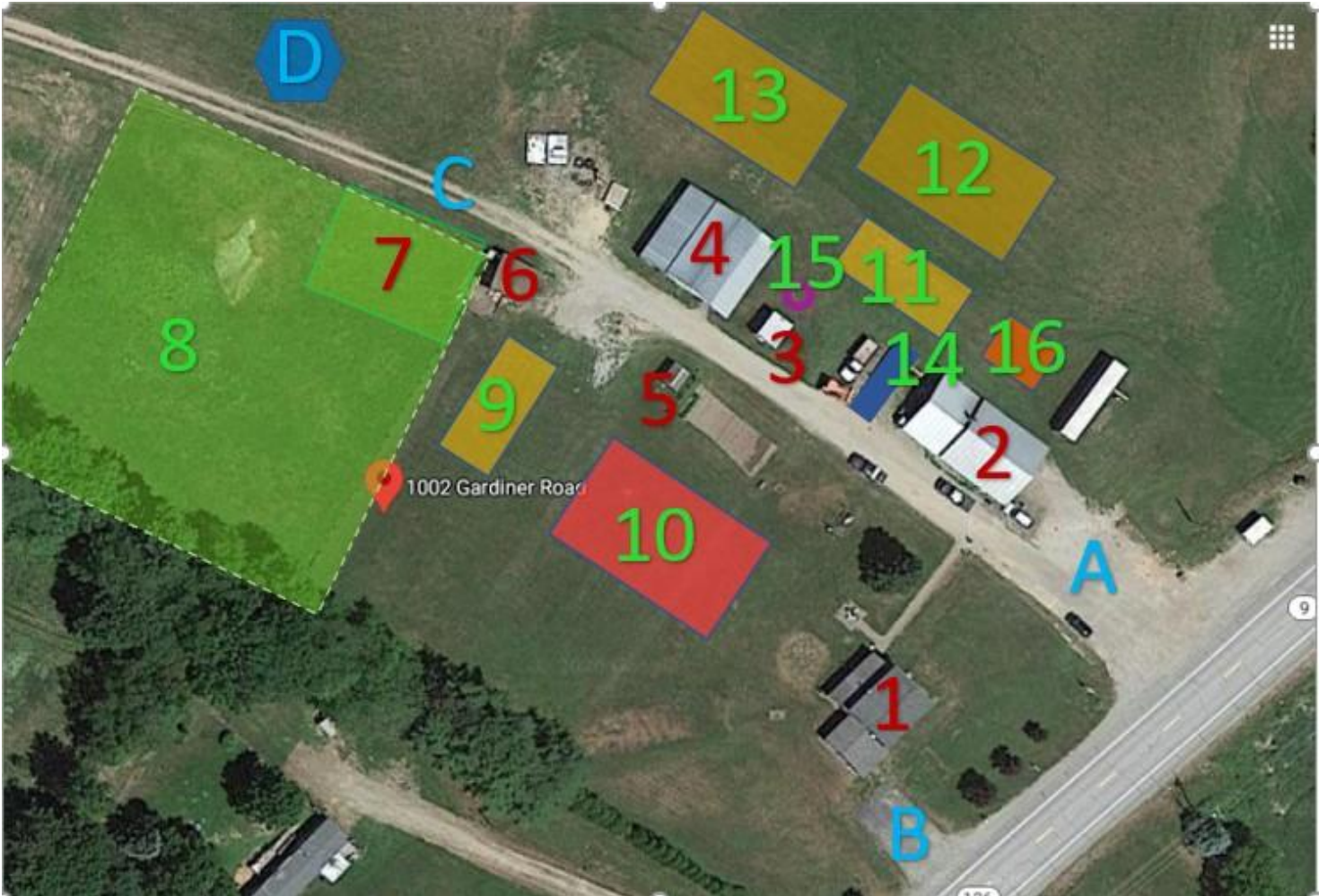


Figure 2. Farm Infrastructure, road, and parking areas.

This Lease is for Lands with all structures, improvements, and soil resources and with all Buildings and Infrastructure thereon in the Town of Wales and Monmouth and State of Maine shown on:

Monmouth Tax Map 3, Lot 7

Wales Tax Map R5, Lot 39

Wales Tax Map R5, Lot 39-B

Buildings and Infrastructure included in the leasehold are shown on the map labeled Figure 2.

|          |                         |
|----------|-------------------------|
| <u>1</u> | <u>House</u>            |
| <u>2</u> | <u>Garage 32' x 36'</u> |

|           |  |
|-----------|--|
| <u>3</u>  | <u>Tool Shed</u>   |
| <u>4</u>  | <u>Pole Barn 20' x 32'</u>   |
| <u>5</u>  | <u>Greenhouse</u>  |
| <u>6</u>  | <u>Small Livestock Barn</u>  |
| <u>7</u>  | <u>Current Permanent Livestock Pasture</u>                             |
| <u>8</u>  | <u>Enlarged Permanent Livestock Pasture</u>                            |
| <u>9</u>  | <u>Future Goat and Chicken High Tunnel 18'x48'</u>                     |
| <u>10</u> | <u>Future Timber Frame Pavilion (size TBD)</u>                         |
| <u>11</u> | <u>Future Seedling Propagation and Corn Drying High Tunnel 18'x48'</u> |
| <u>12</u> | <u>Extension High Tunnel #1 36'x72'</u>                                |
| <u>13</u> | <u>Extension High Tunnel #2 36'x72'</u>                                |
| <u>14</u> | <u>Placement of Coolbot Trailer 7'x16'</u>                             |
| <u>15</u> | <u>Portable Toilet Location</u>  |
| <u>16</u> | <u>Location of Temporary Wash Station</u>                              |

|   |   |
|---|---|
| A | Parking Area #1   |
| B | Parking Area #2   |
| C | Farm Road   |
| D | Potential Site for Compost Stacking Pad (pending NRCS recommendation) |

### **ARTICLE III. USE AND OCCUPANCY**

The Trust and the Commons hereby leases to Lessee, and Lessee leases from Trust and Commons the Land, Buildings, and Infrastructure upon the conditions and covenants set forth in this Lease.

#### **Descriptions**

1. The residence is a circa 1980 raised ranch that totals 1,440 square feet of living area. The property was remodeled in 2001 and recently (2020) has had a new roof installed (on portions). The property includes an enclosed porch, 3

bedrooms, 1 bathroom, radiant and hot-water baseboard heating, and finishing of average quality.

- a. Intended use during lease period: Office space for SBCA staff.
2. The garage is a well maintained, 32'x36' heated and insulated structure and a second, uninsulated room located in the western portion of the building. There is external, frost-free water access at the southeastern corner of the building, and there is electricity access in the garage.
3. The tool shed is an uninsulated, 10'x10' empty structure without water or electricity access. It is supported on cinder blocks, has a locking door, and several windows.
4. The pole barn is a three-bay roofed structure with walls on three sides, and the largest bay in the middle of the structure. The floor is dirt, with wooden supports for the structure, and the eastern most bay is a breezeway. The structure is 20'x32' and has a waterline running underground along the southern face of the building.
5. The greenhouse is a 12'x12' enclosed building with windows, closing door, and translucent roof suitable for growing seedlings. The structure is supported on cinder blocks. The inside walls are lined with shelves, and the greenhouse does not have water or electricity access.
6. The small livestock barn is a 16'x20' covered structure with lofted hay storage, 4 small stalls, space to operate outside of the stalls, and an adjacent fenced-in permanent livestock pasture. There is a locking human door, with a closing run out door for livestock to enter and exit the permanent livestock pasture. The structure is supported on cinder blocks and has external, frost-free water access. There is electricity access in the building.
7. The permanent livestock pasture is located south of the small livestock barn, and consists of wooden posts, affixed with 5' wire mesh fencing, previously used and suitable for sheep or goats. A new permanent livestock fence has been constructed with metal posts from the original fence to the southern tree line, and west to encompass the large exposed ledge. This larger pasture was in place until the spring of 2020, and we have restored it to its original size.
8. We have purchased an 18'x48' high tunnel to house goats and chickens, which will be located to the east of the permanent livestock pasture, and south of the farm road. This structure will rely on water from the small livestock barn's pump and electricity from the goat barn to inflate the double layers of polyethylene.
9. The SBCA has been donated a timber frame pavilion that will likely begin being constructed in summer 2021. Details are still being decided, but it will be positioned to the west of the house, east of the small livestock barn, and south of the greenhouse. It will be a free standing, four posted, open structure with a roof and a cement pad that will house picnic tables and seating for community use.
10. We have purchased a second 18'x48' high tunnel for seed propagation and corn drying during their respective seasons. This structure will have a packed rock dust ground covered in landscape fabric and tables for seedlings and corn drying. This structure will be positioned north of the garage and pole barn with access to electricity from the barn or garage to inflate double layers of

polyethylene. This structure will rely on water from the house well to water seedlings.

11. We have moved our two NRCS season extension high tunnels to the Wales property and are close to completing these structures, estimated to be finished in early summer 2021. These structures will have earthen floors covered in landscape fabric, with raised beds used for almost year-around growing. They are positioned north of the garage and barn in an east to west orientation, with access to electricity from the barn and garage to inflate the double layers of polyethylene. High tunnel 1 Figure 2, 12.
  12. See above description, High tunnel #2 Figure 2, 13
  13. We have moved our 7'x16' Coolbot trailer to the Wales property and have positioned it directly to the west of the Garage where it will be shaded from morning sunlight during the warmer months, and have access to an electricity source.
  14. A portable toilet has been rented and placed directly north east of the tool shed to accommodate farmers, community members and SBCA staff for daily use in addition to use of the house bathroom.
  15. The wash station is situated to the north east of the garage, with water access coming from the frost free pump located at the south east corner of the garage. This position will provide close proximity to the Coolbot trailer and the closest Iskaashito crop fields in Field #1.
- A. Parking area #1 is located directly east of the garage and west of Gardiner Road. It is a packed dirt surface without fencing or boundaries, and is adjacent to the north of the farm road. This space can currently fit 10 or so vehicles comfortably.
  - B. Parking area #2 is located southeast of the house and west of Gardiner Road. This surface is paved without fencing or boundaries, and can comfortably fit 2 vehicles.
  - C. The farm road runs almost the entire length of the property where it is unforested, roughly east to west. It is a single-vehicle width dirt road, with some water-related erosion present between Fields #2 and #3.
  - D. Potential site for compost stacking pad pending NRCS approval

Lessee Notice Address:

Somali Bantu Community Association of Maine  
222 Pine St. Lewiston, ME 04240

Lessee notice phone numbers:

Muhidin Libah (207) 344-7132

Lana Cannon Dracup (207) 831-6348

Lessor Notice Addresses:

Agrarian Trust

PO Box 195

Weare, NH 03281-0195

**Notices:** All notices, requests, demands and other communications which are required or permitted to be given under this Lease will be in writing, delivered to the Lessee Notice Address listed above and followed up with a phone call and/or voicemail message to SBCA Executive Director, Muhidin Libah, and SBCA Farm Operations Manager, Lana Cannon Dracup and will be deemed to have been duly given (a) upon receipt if written document has been delivered in person, or (b) within seven business days if written document has been mailed, or (c) the following business day if sent by recognized overnight courier, with proof of delivery.

#### **ARTICLE IV. TERM**

Lease of the property as described in Section 1 above for use during dates of November 30, 2021 - January 15, 2024

The purpose of this Term Lease is to provide 150 days full use of Property by SBCA as detailed and defined below in Allowable Anticipated Activities. AT, LJCMAC, and SBCA will sign a long term Equitable Lease fifteen (15) days before the end date of this agreement.

This is meant to outline expectations of all parties to maintain, utilize, and improve the property during the dates of term lease as outlined in the Definitions section of this document.

Lease Term: 150 days

The Parties shall, by January 16, 2024, develop a mutually agreeable:

- Equitable Lease to convey 99-year leasehold to SBCA
- Management Plan to address the uses permitted by this Lease, including agriculture, storage, management objectives, forest, habitat, wild lands, and soil testing
- Transfer title to Property to LJCMAC

#### **ARTICLE V. OPERATING CHARGES, STEWARDSHIP CONTRIBUTION, AND REAL ESTATE TAXES**

Lessee will be charged \$0 for lease of the property

(i) Lessee shall pay in a timely manner for all local, state, and federal taxes associated with the term of the lease.

(ii) Lessee shall pay in a timely manner for the following utilities and services: electricity, propane, toilet fees, trash removal, internet, security systems, etc.

(iii) Lessee will contract their own portable toilet facilities (see Figure 2, #15)

Responsibility of Taxes, Utilities and Fees:

| Utility     | Landowner | Lessee |
|-------------|-----------|--------|
| Electricity |           | X      |
| Propane     |           | X      |

|                              |  |   |
|------------------------------|--|---|
| Portable Toilets ( )         |  | X |
| Trash Removal                |  | X |
| Internet                     |  | X |
| Taxes                        |  | X |
| Snow Removal                 |  | X |
| Landscaping/Lawn Maintenance |  | X |

#### **ARTICLE IV INSURANCE**

Certificate of Liability Insurance:

<https://app.luminpdf.com/viewer/5f6a1c165f0d6a00113620dc>

Evidence of property insurance:

<https://app.luminpdf.com/viewer/5f6a1c7541559e00112c07fb>

Throughout the Lease Term, Lessee shall obtain and maintain (1) general liability insurance (written on an occurrence basis) including contractual liability coverage insuring the obligations assumed by Lessee under this Lease and (2) at least as required by law, worker's compensation insurance for all employees. Such commercial general liability insurance shall be in minimum amounts typically carried by prudent lessees engaged in similar farming operations, but in no event shall be in an amount less than 1,000,000 Dollars (\$) combined single limit per occurrence with a 2,000,000 Dollar (\$) annual aggregate. Such worker's compensation insurance shall carry minimum limits as defined by the law of the jurisdiction in which the Land is located (as the same may be amended from time to time). The insurances above shall be adjusted to match usual and customary practices by similar organizations, as it is not possible to delimit or predict an appropriate amount over a 5-year period.

(a) All such insurance shall: (1) be issued by a company that is licensed to do business in the jurisdiction in which the Land is located, and that has been approved in advance by the Commons; (2) name the Commons as additional insured/loss payee; (3) contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured may have waived its right of action against any party prior to the occurrence of a loss (Lessee hereby waiving its right of action and recovery against and releasing the Commons and its employees, trustees, agents and others associated with the Commons from any and all liabilities, claims and losses for which they may otherwise be liable to the extent Lessee is covered by insurance carried or required to be carried under this Lease); (4) provide that the insurer thereunder waives all right of recovery by way of subrogation against the Commons, its agents, employees, and

representatives, in connection with any loss or damage covered by such policy; (5) be acceptable in form and content to the Commons; and (6) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurer first giving the Commons thirty (30) days' prior written notice (by certified or registered mail, return receipt requested) of such proposed action. No such policy shall contain any deductible provision except for a commercially reasonable deductible. The Commons reserves the right from time to time to require Lessee to obtain higher minimum amounts, situational, or different types of insurance if it becomes customary for other lessors of farmland in Maine? to require similar sized farms to carry insurance of such higher minimum amounts or of such different types of insurance. Lessee shall deliver a certificate of all such insurance and receipts evidencing payment (and, upon request, copies of all required insurance policies, including endorsements and declarations) to the Commons concurrently with Lessee's execution of this Lease and at least annually thereafter. Lessee shall give the Commons immediate written notice in case of fire, theft or accident on the Land, and in the case of fire, theft or accident on the Land if involving Lessee, its agents, employees or Invitees. Neither the issuance of any insurance policy required under this Lease nor the minimum limits specified herein shall be deemed to limit or restrict in any way Lessee's liability arising under or out of this Lease.

#### **ARTICLE V PERMITTED USES**

Permitted Uses (House):

All uses except residential are allowable.

Intended uses:

1. Office space for SBCA staff and consultants and guests, as permitted by SBCA staff
2. Program functions and meetings as approved by SBCA staff
3. Prayer rooms for SBCA community members, as permitted by the SBCA Executive Director.
4. Storage (basement) for SBCA organization programming materials, equipment, etc.

Permitted Uses (Property, other Buildings, Infrastructure):

All uses except residential are allowable.

Intended uses:

1. Land preparation for two 18'x48' high tunnels on agreed-upon sites, and continued construction of the two 36'x72' season extension high tunnels.
2. Create agreements, trades, relationships, and partners as needed. All must be no longer in length than January 16th, 2024, without involving AT and LJCMAC in the decision making process.

3. Full use of all farm buildings and infrastructure as depicted in Figure 2, with the exception of residential use.
4. Move goats, feed, hay, and related equipment into the Small Livestock Barn and permanent livestock pen, and raise them in areas designated 6 and 7 in Figure 2, Section 1.
5. Establish temporary, semi permanent, and/or fencing for goats as needed around designated crop fields, field edges, and to expand the current permanent pen adjacent to the small livestock barn. Grazing/browsing of the goats in accordance with NRCS regulations that exclude livestock from riparian boundaries of on-farm streams and bodies of water with a buffer of 50 feet. See Figures 1 and 2, Section 1 for reference.
6. Property is available for community use including meetings and celebrations. Property will be accessible by all parties, partners, and experts as they engage for planning and other activities.
7. Build a timber frame pavilion on the property in summer and fall 2021 to the west of the house, east of the permanent livestock pasture, and south of the greenhouse.
8. Uphold stewardship and conservation practices in line with AT guidelines and specifications as outlined in Attachment C.
9. SBCA will maintain insurance, pay necessary land taxes, utilities, trash management costs, and other associated expenses in a timely manner as outlined in Section 11.
10. SBCA will be responsible for snow removal, landscaping, and building maintenance for the duration of this temporary lease, as defined in the Definitions section of this lease and with fees outlined in Section 11.
11. Lessee may establish an on-site market with local and state permits and/or approvals that may be required, written permission by the Lessor, and proof of the necessary insurance and certificates.
12. Lessee may raise poultry for meat and/or eggs, and Lessee is fully responsible for poultry maintenance and management. Lessee may set-up a processing facility for poultry on-site for farm use (not for sale), with written approval from the LJCMAAC.
13. Installation of any drip irrigation system on the premises.
14. Construction and maintenance of a temporary and permanent washing/post-harvest station on the premises.

## **ARTICLE VI PROHIBITED USES**

*Prohibited Uses* Lessee shall not, unless by mutual agreement and prior approval in written form, engage in any of the following activities on the property:

1. Pets are not permitted on the premises without permission from Lessor.
2. Children under the age of 18 are not permitted on the premises if unaccompanied by or unsupervised by their parents/guardians, or adult chaperones.
3. Alcohol and illegal drugs are not allowed on the premises.

4. Smoking is allowed on the premises and Lessee will set designated location/s and provide receptacles. Smoking is not allowed inside the buildings or structures.
5. Open flames, fireworks or fires are allowed pending necessary fire permits, and a safe and specially designated area where fires are permitted.
6. Lessee agrees and warrants that it will not, at any time, conduct any activity on the leased property or any property owned or managed by Lessee that is, or may be construed as illegal under federal, state, or municipal laws or regulations.

## **ARTICLE VII STEWARDSHIP**

*Stewardship.* The purpose of these Stewardship standards is to embody Lessor and Lessee's mutual commitment to protecting and enhancing the natural resources of the premises. Both parties prioritize the long-term health and sustainability of the natural resources of the site. Lessee must employ the following stewardship practices:

1. Lessee agrees to employ, to the best of their ability, standard Best Management Practices (BMPs) for crop production as defined by the MOFGA Certification Services (MCS) Practice Manual, Section 3. "Guidelines for Crop Production," as outlined in Attachment E.
2. Lessee agrees to employ, to the best of their ability, principles and practices of the Integrated Pest Management (IPM) strategy as outlined in Attachment F.
3. Lessee agrees, to the best of their ability, to initiate implementation of the Conservation Plan developed for the Lessee at the discussed property, as prepared by the Natural Resources Conservation Service (NRCS). This conservation plan involves using cover crops, field borders, and creating pollinator habitat to restore and build soil fertility while supporting native pollinators and preventing erosion, as outlined in Attachment G.
4. The Land will be managed to achieve some or all of the following: (1) soil health, (2) flora, fauna, food and habitat diversity, (3) sustainable food production, (4) sustainable grazing, foraging, and hay land, (5) a healthy ecosystem, (6) to protect water quality and quantity, and (7) engage, serve, and connect to and with people.
5. The agricultural Land will be maintained in sod, for use as, productive hay and pasture grazing land, with the exception of land: (1) planted in cover crop to address soil restoration, improvement and overall health, (2) for a land management objective, including but not limited to pollinator habitat, soil regeneration, and/or habitat diversity (3) that is converted for development or infrastructure, as allowed.
6. This Lease also includes the right of Lessee to extract groundwater, including drilling wells, and surface water, so long as such water use: is necessary to accomplish the

permitted uses; is otherwise consistent with this Lease; and complies with all applicable laws.

#### **ARTICLE VIII LANDOWNER'S RESERVED RIGHTS**

Agrarian Trust and Board Members from the Little Jubba Central Maine Agrarian Commons shall have the right to access the property by oral or electronic request with 72 hours prior notice of request.

#### **ARTICLE IX. INDEMNIFICATION and HOLD HARMLESS**

6.1 Lessee shall not cause or permit any Hazardous Materials (as defined herein) to be generated, used, released, stored or disposed of in or about the Land. At the expiration or earlier termination of this Lease, Lessee shall surrender the Land to the Commons free of Hazardous Materials and in compliance with all Environmental Laws.

"Hazardous Materials" means (1) synthetic pesticides, (2) asbestos and any asbestos containing material and any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Law or any other applicable Law as a "hazardous substance," "hazardous material," "hazardous waste," "infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or Toxicity Characteristic Leaching Procedure (TCLP) toxicity, (3) any petroleum and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources, and (4) polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive material (including any source, special nuclear, or by-product material), medical waste, chlorofluorocarbon, lead or lead-based product, and any other substance whose presence could be detrimental to the Land or hazardous to health or the environment. "Environmental Law" means any present and future Law and any amendments (whether common law, statute, rule, order, regulation or otherwise), permits and other requirements or guidelines of governmental authorities applicable to the Land or the Land and relating to the environment and environmental conditions or to any Hazardous Material (including, without limitation, CERCLA, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 33 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq., the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 1101 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., and any so-called "Super Fund" or "Super Lien" law, any Law requiring the filing of reports and notices relating to hazardous substances, environmental laws administered by the Environmental Protection Agency, and any similar state and local Laws, all amendments thereto and all regulations, orders, decisions, and decrees now or hereafter promulgated thereunder concerning the environment, industrial hygiene or public health or safety).

6.2 Notwithstanding any termination of this Lease, Lessee shall indemnify and hold the Commons, its employees, trustees, agents and others associated with the Commons

harmless from and against any damage, injury, loss, liability, charge, demand or claim based on or arising out of the presence or removal of, or failure to remove, Hazardous Materials generated, used, released, stored or disposed of by Lessee or any Invitee in or about the Land. In addition, Lessee shall give the Commons immediate verbal and follow-up written notice of any actual or threatened Environmental Default, which Environmental Default Lessee shall cure in accordance with all Environmental Laws and to the satisfaction of the Commons and only after Lessee has obtained the Commons' prior written consent, which shall not be unreasonably withheld. An "Environmental Default" means any of the following by Lessee or any Invitee: a violation of an Environmental Law; a release, spill or discharge of a Hazardous Material on or from the Land; an environmental condition requiring responsive action; or an emergency environmental condition. Upon any Environmental Default, in addition to all other rights available to the Commons under this Lease, at law or in equity, the Commons shall have the right but not the obligation to immediately enter the Land, to supervise and approve any actions taken by Lessee to address the Environmental Default, and, if Lessee fails to immediately address same to the Commons' satisfaction, to perform, at Lessee's sole cost and expense, any lawful action necessary to address same. If any governmental agency shall require testing to ascertain whether an Environmental Default is pending or threatened, then Lessee shall pay the reasonable costs as additional rent. Promptly upon request, Lessee shall execute from time to time affidavits, representations, and similar documents concerning Lessee's best knowledge and belief regarding the presence of Hazardous Materials on the Land.

#### **ARTICLE XI . ASSIGNMENT AND SUBLETTING**

(a) In The Event of Transfer this lease shall be binding on all persons who may succeed to the rights of Lessor, Agrarian Trust.

(b) In the Event of Sale (i) The Landowner reserves the right to agree to the sale of the leased land. (ii) The Landowner shall give Lessee written notice of the price, terms, conditions, and any other agreement relating to the proposed sale. The Lessee will have one hundred and twenty (120) days from the Landowner's receipt of the Notice to agree to purchase all or a portion of the proposed sale as a right of first refusal. (iii) In no event can this property be sold to third party--defined here as any person or organization other than the Somali Bantu Community Association of Maine--during the duration of this lease, with the exception of transfer of the property from AT to the Little Jubba Central Maine Agrarian Commons as per the intended Agrarian Commons model structure.

(c) Assignment and Sublease This lease may neither be assigned to any person or group nor sublet in any part for any purpose provided Lessee without written consent from the Landowner.

Lessee shall not assign, transfer, or otherwise encumber (collectively, "assign") this Lease or all or any of Lessee's rights hereunder or interest herein, or sublet or permit anyone to use or occupy (collectively, "sublet") the Land or any part thereof . Lessee may enter into Land Use Agreements with partners with the express written permission of LJCMAC and AT, with proper documentation of expectations and relationship, with partners providing proof of general liability insurance listing property, LJCMAC and AT as additional insureds.

## **ARTICLE XII. MAINTENANCE AND REPAIRS**

Lessee, at Lessee's sole cost and expense, shall promptly make all repairs, perform all maintenance, and make all replacements in and to the Land that Lessee is the primary user of to keep the Land in good, safe, farmable condition, and otherwise in accordance with all Laws and the requirements of this Lease. Lessee shall suffer no waste or injury to any part of the Land, and shall, at the expiration or earlier termination of the Lease Term, surrender the Land in an order and condition equal to or better than their order and condition on the Lease Commencement Date, except for ordinary wear and tear and damage by the elements. Except as otherwise provided, all damage to the Land caused by any act or omission of any invitee, agent, employee, contractor, client, family member, licensee, customer, or guest of Lessee (collectively, "Invitees") or Lessee, shall be repaired by and at Lessee's expense, except that the Commons shall have the right with written notification to the Lessee to make any such repair and to charge Lessee for all reasonable costs and expenses incurred.

## **ARTICLE XIII. WASTE**

(a) Waste is considered beyond normal wear and tear to the property, and consists of the following: (1) voluntary waste occurs if Lessee intentionally or negligently causes harm to the land or other assets depleting any and all-natural resources; (2) permissive waste if Lessee is passively negligent, failing to maintain the property physically or financially (e.g. failure to pay property taxes, violation of conservation easement, non-report of mold in homes or buildings); (3) ameliorative waste if Lessee makes unauthorized improvements to the land (e.g. constructing a building in violation of a conservation easement or converting agricultural zoned land to commercial use); (4) equitable waste where Lessee commits unreasonable waste (e.g. extracting minerals, eroding the soil, or heavy application of deadly fertilizer).

b. If Lessee commits any type of waste on the property referenced in 9.1 and all dispute resolution provisions have been exhausted per Section 17, the Lessee may opt for a no-fault and termination of the Lease whereby the Lessee must vacate the property. If Lessee does not opt for no-fault and termination of lease, then a lawsuit will be brought against all Parties to the Lease to recoup monetary damages and/or possession of the Land. The Lessee will also be held responsible for any waste committed by any and all assignee(s), visitor(s), and/or temporary guest(s).

c. The Commons does not lease to the Lessee the right to remove , mine, or extract from the Land any minerals, including any form of oil, gas, or coal, lying within or beneath the Land's surface. Ownership of such minerals remains with the Commons, and the Commons shall not remove any such minerals from the Land or lease the

mineral rights to any entity.

#### **ARTICLE XIV IMPROVEMENTS**

1. Lessee is under no obligation to make any structural or other alterations, decorations, additions, improvements or other changes (collectively, "Improvements") on or to the Land with the exception of items referenced within this Lease.
2. All Improvements made by Lessee, whether purchased, constructed, or installed, on any part of the leased Land at any time during this Lease shall become the property of Lessee. Lessee retains the right to remove all Improvements and other items on the Land and return the land to its original condition.
3. Lessee shall have the right to remove any non-permanent Improvements, including, but not limited to, arbors, movable sheds, appliances, solar panels, high tunnels, greenhouses, pavilion, fencing, and, and other structures not anchored permanently to below-grade foundations. Removal of permanent Improvements may be undertaken only with the prior written consent of the Commons, which the Commons in its discretion may withhold for reasons related to its organizational purposes. If the Commons withholds consent to remove permanent improvements that were constructed at the Lessee's expense, the Lessee shall be compensated for associated costs, less depreciation value. The Parties shall mutually agree upon the manner of determining valuation, which may be having a formal appraisal prepared, with costs of that to be paid as mutually determined by the Parties.

#### **ARTICLE INSPECTIONS XV**

Lessor shall provide Lessee with 72 hour written or verbal notice of any visit or inspection of the farm, with an initial inspection conducted within 1 month of the signing of this document, and a closing inspection within 1 month of the termination of this temporary lease.

#### **ARTICLE XVI. DEFAULT**

15.1 Each of the following shall constitute an "Event of Default": (b) Lessee's failure to perform or observe any material covenant or condition of this Lease, and such failure continues for ten (10) days after the Commons delivers written notice thereof to Lessee;(d) an Event of Bankruptcy as specified in Article XV; (e) Lessee's dissolution or liquidation; or (f) any Environmental Default as specified in Article 6; (g) any subletting, assignment, transfer, mortgage or other encumbrance of the Land or this Lease, unless agreed to under Article 7; or (h) Lessee's failure to comply with all applicable laws.

15.2 In the Event of Default, even if prior to Lease Commencement Date, then the Commons shall have the right to terminate this Lease and initiate summary proceedings

under applicable law against Lessee. If necessary, the Commons may proceed to recover possession of the Land under applicable Laws, or by such other proceedings, including re-entry and possession, as may be applicable. If the Commons elects to terminate this Lease and/or elects to terminate Lessee's right of possession, everything contained in this Lease on the part of the Commons to be done and performed shall cease. The Commons shall have additional rights and remedies to recover from Lessee arrears of rent and damages from any preceding breach of any covenant of this Lease.

15.3 Whether or not this Lease and/or Lessee's right of possession is terminated or any suit is instituted, Lessee shall be liable for any Base Rent, additional rent, damages or other sum which may be due or sustained prior to such default, and for all costs, fees and expenses.

15.4 The Commons shall in no event be in default in the performance of any of its obligations under the Lease unless and until the Commons has failed to perform such obligations within sixty (60) days, or such additional time as is reasonably required to correct any default, after notice by Lessee to the Commons properly specifying the Commons' failure to perform any such obligation.

15.5 All rights and remedies of the Commons set forth in this Lease are cumulative and in addition to all other rights and remedies available to the Commons at law or in equity, including those available as a result of any anticipatory breach of this Lease. The exercise by the Commons of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. No delay or failure by the Commons to exercise or enforce any of the Commons' rights or remedies or Lessee's obligations shall constitute a waiver of any such rights, remedies or obligations. The Commons shall not be deemed to have waived any default by Lessee unless such waiver expressly is set forth in a written instrument signed by the Commons. If the Commons waives in writing any default by Lessee, such waiver shall not be construed as a waiver of any covenant, condition or agreement set forth in this Lease except as to the specific circumstances described in such written waiver.

15.6 If Lessee fails to make any payment to any third party or to do any act herein required to be made or done by Lessee, then the Commons may, but shall not be required to, make such payment or do such act. The taking of such action by the Commons shall not be considered a cure of such default by Lessee or prevent the Commons from pursuing any remedy it is otherwise entitled to in connection with such default. If the Commons elects to make such payment or do such act, then all expenses incurred by the Commons shall be added to the next Base Rent payment, and shall adhere to terms set forth for Base Rent.

15.7 The Commons at its sole discretion may reduce, delay or waive entirely the Lease Fee at any time and from time to time in consideration of the hardship or incapacity of the Lessee or Lessee's general ability to pay. The intent of this Section is to foster continued occupancy and farming by the Lessee despite the occurrence of

unforeseeable financial and personal hardship, if reasonably possible. Any such reduction, delay, or waiver must be in writing and signed by the Commons before it will be effective.

## **XVII. BANKRUPTCY**

16.1 An "Event of Bankruptcy" is the occurrence with respect to Lessee of any of the following: (a) Lessee becoming insolvent, as that term is defined in Title 11 of the United States Code (the "Bankruptcy Code") or under the insolvency laws of any state (the "Insolvency Laws"); (b) appointment of a receiver or custodian for any property of Lessee, or the institution of a foreclosure or attachment action upon any property of Lessee; (c) filing by Lessee of a voluntary petition under the provisions of the Bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against Lessee as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (1) is not dismissed within thirty (30) days after filing, or (2) results in the issuance of an order for relief against the debtor; or (e) such person making or consenting to an assignment for the benefit of creditors or a composition of creditors.

16.2 Upon occurrence of an Event of Bankruptcy, the Commons shall have all rights and remedies available pursuant to Article XV; provided, however, that while a case (the "Case") in which Lessee is the subject debtor under the Bankruptcy Code is pending, the Commons' right to terminate this Lease shall be subject, to the extent required by the Bankruptcy Code, to any rights of Lessee or its trustee in bankruptcy (collectively, "Trustee") to assume or assign this Lease pursuant to the Bankruptcy Code. After the commencement of a Case: (i) Trustee shall perform all post-petition obligations of Lessee under this Lease; and (ii) if the Commons is entitled to damages (including, without limitation, unpaid rent) pursuant to the terms of this Lease, then all such damages shall be entitled to administrative expense priority pursuant to the Bankruptcy Code.

16.3 Any person or entity to which this Lease is assigned pursuant to the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of assignment, and any such assignee shall upon request execute and deliver to the Commons an instrument confirming such assumption. Trustee shall not have the right to assume or assign this Lease unless Trustee promptly (a) cures all defaults under this Lease, (b) compensates the Commons for damages incurred as a result of such defaults, (c) provides adequate assurance of future performance on the part of Trustee as debtor in possession or Trustee's assignee, and (d) complies with all other requirements of the Bankruptcy Code. If Trustee fails to assume or assume and assign this Lease in accordance with the requirements of the Bankruptcy Code within sixty (60) days after the initiation of the Case, then Trustee shall be deemed to have rejected this Lease. If this Lease is rejected or deemed rejected, then the Commons shall have all rights and remedies available to it pursuant to Article XV.

## **XVIII. HOLDING OVER**

17.1 If Lessee does not immediately surrender the Land or any portion thereof upon the expiration or earlier termination of the Lease Term, then the rent payable by Lessee hereunder shall be increased to equal one hundred fifty percent (150%) of the Base Rent, additional rent and other sums that would have been payable pursuant to the provisions of this Lease if the Lease Term had continued during such holdover period. Such rent shall be computed by the Commons and paid by Lessee on a monthly basis and shall be payable on the first day of such holdover period and the first day of each calendar month thereafter during such holdover period until the Land has been vacated.

17.2 Notwithstanding any other provision of this Lease, the Commons' acceptance of such rent shall not in any manner adversely affect the Commons' other rights and remedies, including the Commons' right to evict Lessee and to recover all damages. Any such holdover shall be deemed to be a tenancy-at-sufferance and not a tenancy-at-will or tenancy from month-to-month.

### **XVIII. COVENANTS OF LESSOR**

18.1 The Commons covenants that it has the right to enter, share, and use the Land for the primary purposes of: (1) engaging in land and property management and/or stewardship activities, (2) hosting, promoting, engaging members and community in Agrarian Commons; and (3) any other planning, evaluation and assessment, and/or actions to address its goals, vision, and mission of the Commons and of Agrarian Land Trust, so long as not unreasonably inconsistent with the uses pursuant to Article 3. The Commons must give Lessee 7 day notice before such entering, sharing, or using the Land to accomplish property management and/or stewardship activities. The Commons must give Lessee at least 7 day' notice before entering, sharing, or using the Land to accomplish any other activities outlined in (2) or (3).

### **XIX. GENERAL PROVISIONS**

19.1 Lessee acknowledges that neither the Commons nor any broker, agent, employee, trustees or others associated with the Commons has made any representation or promise with respect to the Agricultural Land except as herein expressly set forth, and no right, privilege, easement, or license is being acquired by Lessee except as herein expressly set forth.

19.2 The Commons and Lessee each warrants to the other that in connection with this Lease it has not employed or dealt with any broker, agent, or finder. Lessee shall indemnify and hold the Commons harmless from and against any claim for brokerage or other commissions asserted by any broker, agent, or finder employed by Lessee or with whom Lessee has dealt. The Commons shall indemnify and hold the Lessee harmless from and against any claim for brokerage or other commissions asserted by any broker, agent, or finder employed by the Commons or with whom the Commons has dealt.

19.3 All notices or other communications required under this Lease shall be in writing and shall be deemed duly given and received when delivered in person (with receipt therefor); or, to the addresses noted in Section 1.2, on the next business day after

deposit with a recognized overnight delivery service or on the second day after being sent by certified or registered mail, return receipt requested, postage prepaid, or any other legally recognized conveyance. Either party may change its address for the giving of notices by notice given in accordance with this Section.

19.4 Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then such provision shall be deemed to be replaced by the valid and enforceable provision most substantively similar to such invalid or unenforceable provision, and the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected.

19.5 The provisions of this Lease shall be binding upon and inure to the benefit of the Parties and each of their respective representatives, successors, and assigns, subject to the provisions herein restricting assignment or subletting.

19.6 This Lease contains and embodies the entire agreement of the Parties hereto and supersedes all prior agreements, negotiations, letters of intent, proposals, representations, warranties, understandings, suggestions and discussions, whether written or oral, between the Parties. Any representation, inducement, warranty, understanding, or agreement that is not expressly set forth in this Lease shall be of no force or effect. This Lease may be modified or changed in any manner and at any time by an instrument signed by both Parties. This Lease includes and incorporates all Exhibits attached.

19.7 This Lease shall be governed by the Laws of the jurisdiction in which the Agricultural Land is located. There shall be no presumption that this Lease be construed more strictly against the party who itself or through its agent prepared it, it being agreed that all Parties have participated in the preparation of this Lease and that each party had the opportunity to consult legal counsel before the execution of this Lease.

19.8 Time is of the essence with respect to each of Lessee's and the Commons' obligations under this Lease.

19.9 This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together constitute one and the same document. Faxed signatures shall have the same binding effect as original signatures.

19.10 The Parties agree to execute and record a Notice of Lease in the form attached as Exhibit(s) \_\_\_\_ .

19.11 If the Commons or Lessee is in any way delayed or prevented from performing any obligation (except, with respect to Lessee, an obligation to pay rent, additional rent,

or other sums owed by Lessee to the Commons under this Lease) due to fire, act of God, governmental act, or failure to act, strike or labor dispute involving employees other than those of the party seeking to rely on this Section, inability to procure materials, or any cause beyond such party's reasonable control (whether similar or dissimilar to the foregoing events), then the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for a period equal to the period of such delay, interruption, or prevention.

19.12 Lessee and the person executing and delivering this Lease on Lessee's behalf each represents and warrants that such person is duly authorized to so act; that Lessee is duly organized, is qualified to do business in the jurisdiction in which the Land is located, is in good standing under the Laws of the state of its organization and the Laws of the jurisdiction in which the Land is located, and has the power and authority to enter into this Lease; and that all action required to authorize Lessee and such person to enter into this Lease has been duly taken.

19.13 All disputes arising out of or relating to this Lease Agreement or the performance of either party hereunder shall first be submitted to non-binding mediation to be held in Lewiston or in close proximity. The complaining party shall notify the other party in writing of its intent to submit a matter to non-binding mediation. Within thirty (30) days after the other party's receipt of this notice, each party shall either:

19.13(a) appoint either a person experienced in sustainable farming in Maine or the agrarian real estate market in the same region to serve as a mediator. The two mediators shall select a third mediator who also must meet one of the qualifications set forth in the preceding sentence. The three mediators shall work with the Parties to help them in reaching a resolution to their dispute, OR

19.13(b) agree to work with the Agricultural Mediation Program for Maine.

19.14 If the Parties are still unable to reach a resolution after this mediation process, then either party may submit the matter to binding arbitration or to a court, as described below. Any non-equitable dispute arising out of or relating to this Agreement or the performance of either party hereunder shall be finally settled by binding arbitration to be held in Maine. The Commercial Dispute Resolution Rules of the American Arbitration Association shall govern the arbitration, except that the Federal Rules of Evidence shall also apply. Any decision made pursuant to such arbitration shall be binding on the Parties and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any equitable action entitled to be taken by a party arising out of this Agreement shall be filed exclusively within the courts of the State of Maine and the Parties consent to, and agree not to contest, the jurisdiction of such courts for the purposes of any such action. In the event that the arbitration or court should rule in favor of the Commons, the Lessee shall pay one-half (50%) of the Commons' expenses and in the event that the arbitration or court should rule in favor of the Lessee, the Commons shall pay one-half (50%) of the Lessee's legal expenses.

19.15 Notwithstanding any requirement of this Lease for Lessee to obtain advance permission, approval, allowance or similar from Lessor to perform an act, engage in a use, or make any improvement ("Approval"), Lessee shall not be required to obtain such Approval where such act, use or improvement would involve less than \$5,000 and less than 500 square feet of land and would not trigger the application any governmental approval or notice requirement.

19.16 Lessee and the Lessor shall keep and make available to each other accurate records of the performance (or non-performance) of all rights and obligations included in this Lease, including receipts, contracts, quotes, labor records, and similar records.

**Attachment A: Description of Best Management Practices (BMPs)**

Lessee will manage land, produce crops and raise livestock in accordance with the Maine Organic Farmers and Gardeners Association (MOFGA) Practice Manual available at:

<http://www.mofgacertification.org/wp-content/uploads/PM2017-FINAL.pdf>

**ARTICLE XIII. LIABILITY OF LESSOR**

13.1 Except as otherwise set forth in the last sentence of this Section, the Commons, its employees, trustees, agents and others associated with the Commons shall not be liable to Lessee, any Invitee or any other person or entity for any damage (including indirect and consequential damage), injury, loss or claim (including claims for the interruption of or loss to business) based on or arising out of any cause whatsoever, including, without limitation, interruption in the use of the Land; any accident or damage resulting from any use of the Land or the operation on the Land of equipment or apparatus; termination of this Lease by reason of damage to the Land; or any fire, robbery, theft, vandalism, mysterious disappearance or any other casualty. If any condition exists which may be the basis of a claim of constructive eviction, then Lessee shall give the Commons written notice thereof and a reasonable opportunity to correct such condition, and in the interim Lessee shall not claim that it has been constructively evicted or is entitled to a rent abatement. Any property placed by Lessee or any Invitee on the Land shall be at the sole risk of Lessee, and the Commons shall not in any manner be held responsible therefor. Any person receiving an article delivered for Lessee shall be acting as Lessee's agent for such purpose and not as the Commons' agent. Notwithstanding the foregoing provisions of this Section, the Commons shall not be released from liability to Lessee for any physical injury to any person or property damage caused by the gross negligence or willful misconduct of the Commons, its employees, trustees, agents, and others associated with the Commons to the extent such injury or damage is not covered by insurance (a) carried by Lessee or such person, or (b) required by this Lease to be carried by Lessee.

13.2 Except to the extent caused by the gross negligence or willful misconduct of the Commons, its employees, trustees, agents, and others associated with the Commons, Lessee shall reimburse the Commons, its employees and agents for (as additional rent), and shall indemnify, defend upon request and hold them harmless from and against all costs, damages, claims, liabilities, expenses (including attorneys' fees), losses, penalties and court costs suffered by or claimed against them, directly or indirectly, based on or arising out of, in whole or in part, (a) use and occupancy of the Land or the farming business conducted therein, (b) any act or omission of Lessee, its employees or agents or any Invitee, (c) any breach of Lessee's obligations under this Lease, including failure to comply with Laws or surrender the Land upon the expiration or earlier termination of the Lease Term, or (d) any entry by Lessee upon the Land prior to the Lease Commencement Date.

13.3 If Lessee or any Invitee is awarded a money judgment against the Commons, then recourse for satisfaction of such judgment shall be limited to execution against the Commons' estate and interest in the Land. No other asset of the Commons, or any director, member, or officer, trustees, agents and others associated with the Commons shall be available to satisfy or be subject to such judgment, nor shall any such person or entity be held to have personal liability for satisfaction of any such claim or judgment.

IN WITNESS WHEREOF, the Commons and Lessee have executed this Lease as of the day and year first above written

**Signatures:**

Lessee: **Somali Bantu Community Association**

\_\_\_\_\_  
Muhidin Libah, Director  
Duly authorized (if lessee is an organization)

DATE:\_\_\_\_\_

Lessor: **Agrarian Land Trust**

\_\_\_\_\_  
Ian McSweeney, Director  
Duly authorized (if lessee is an organization)

DATE:\_\_\_\_\_

Lessor: **Little Jubba Central Maine Agrarian Commons**

\_\_\_\_\_  
Muhidin Libah, President  
Duly authorized (if lessee is an organization)

DATE:\_\_\_\_\_