

SUBLEASE AGREEMENT

Normanton Farms, LLC
and
The Town of Litchfield through the Litchfield Conservation Commission

This Sublease, made and entered into as of this ___ day of _____, 2022, by and between Normanton Farms, LLC, with a mailing address of 226 Charles Bancroft Highway, Litchfield, NH 03052, (hereinafter called "Sublandlord") and The Town of Litchfield through the Conservation Commission with a mailing address of 2 Liberty Way, Suite 2, Litchfield, NH 03052 (hereinafter called "Subtenant"). The Agrarian Land Trust on behalf of the New Hampshire Agrarian Commons ("Owner") joins this Agreement for the purposes as set forth as follows.

WITNESSETH THAT the Owner and Sublandlord, as tenant, entered into a Lease dated May 2, 2022 (the "Prime Lease"), for the property at 220 and 226 Charles Bancroft Highway, Litchfield, NH. A copy of the Prime Lease is attached to this Sublease as Exhibit A. The Sublandlord wished to sublease a portion of the property to Subtenant, and the Subtenant wishes to Sublease from Sublandlord the Subleased Premises. The purpose of the Prime Lease is to provide a long-term affordable way for the Sublandlord to maintain the agricultural intent of the property.

WITNESSETH THAT the Sublandlord hereby leases to the Subtenant and the Subtenant accepts, upon the terms, stipulations, and conditions set forth herein the portion of real property located at 220 and 226 Charles Bancroft Highway, Litchfield, NH which abuts Town land known as "Parker Park" and is fenced in (hereinafter the "Leased Premises"), as further identified on the attached Exhibit B.

NOW, THEREFORE, subject to the terms and conditions hereinafter contained, the parties hereto do hereby agree as follows:

Article 1: Term and Rent

1. The term of this Lease shall be for a period of ten (10) years beginning on the 1st day of January, 2022, and terminating on the 31st day of December, 2031.
2. The Subtenant shall pay to Sublandlord the one installment of rent for the entire ten-year term in the amount of one dollar (\$1.00) within thirty (30) days of the Effective Date of this Agreement. The Effective Date of the Agreement is the latest date of execution by the parties.

Article 2: Use of Leased Premises

1. The Subtenant shall use the Leased Premises solely for public community garden purposes. This shall include, but not be limited to, the following, all at Subtenant's expense:
 - a) Swing-set;
 - b) Bridge;
 - c) Picnic tables;
 - d) Various tree stumps and areas for children's play;
 - e) Walking path(s); and
 - f) Area hardpacked for parking with the potential to expand for more accessible use.

2. Conditions:

- a) Subtenant shall define the planting area through the use of temporary markings and is not permitted to install any permanent fencing or boundary marking.
- b) Subtenant shall maintain the Leased Premises during the term of the Lease in a safe, secured condition, free from all trash, litter, weeds, and tall grass, and shall comply fully with all laws, including codes and ordinances of the Town of Litchfield, applicable to the Leased Premises.
- c) Subtenant shall have the non-exclusive right to maintain and operate the Leased Premises. Whenever possible, the Sublandlord shall provide advanced notice of any work on or access to the Leased Premises.
- d) Subtenant covenants that it shall at all times have all necessary permits, approvals, and entitlements, if any, for all uses. Subtenant shall not do or allow anything in the Leased Premises that could increase Sublandlord's fire, property, or liability insurance rates or cause any of Sublandlord's insurance to be adversely affected, or that would be considered extra-hazardous by insurance companies.
- e) Subtenant shall have the town insurance rider cover general liability of the Leased Premises and shall name Sublandlord as an additional insured. Subtenant shall deliver a certificate of all such insurance concurrently with execution of this Lease and at least annually thereafter. Subtenant shall give Sublandlord immediate notice in case of fire, theft, or accident on the Leased Premises.
- f) Subtenant shall assume liability and be liable for any incident or occurrence upon the Leased Premises.
- g) Subtenant shall not assign this Lease or sublet all or any part of the Leased Premises without prior written consent of Sublandlord.

h) Subtenant shall assume full responsibility for the condition of the Leased Premises upon execution of this Lease.

i) Rental payment made pursuant to this Lease shall be paid to the Sublandlord at its office, 226 Charles Bancroft Highway, Litchfield, NH 03052 or to an authorized agent or agents if directed in writing by Sublandlord;

j) Subtenant shall permit Sublandlord or Sublandlord's employees and authorized agents to enter the Leased Premises at any time for purposes of inspection and in the event of an emergency or exigent circumstances.

3. Indemnification. Subtenant covenants and agrees to forever indemnify, defend (with counsel acceptable to Sublandlord) and save harmless the Sublandlord from all loss, claims, actions, death, injury, destruction and damages of whatever nature arising from any act, omission or negligence of the Subtenant, or Subtenant's contractors, customers, licensees, agents, employees, guests or invitees, or arising in connection with Subtenant's failure to comply with any of Subtenant's obligations under this Lease, or arising from any accident, injury, loss or damage whatsoever caused to any person, or to the property of any person occurring during the term hereof (or thereafter if Subtenant remains in possession of the Leased Premises) in or about the Leased Premises. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities, including attorney's fees, incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof, and shall survive any expiration or termination of this Lease.
4. Default. In the event of Subtenant's default in the performance or observation of any of the terms, stipulations, or conditions of this Lease and, if after ten (10) days' written notice setting forth said default such default shall continue by the Subtenant, Sublandlord shall have the right to re-enter and take possession of the Leased Premises whereupon all rights and interests of the Subtenant shall cease and terminate, and any payments made under this Lease shall be forfeited by Subtenant and retained by Sublandlord.
5. Sublandlord's Default. Sublandlord shall not in any circumstances be deemed to be in default under this Lease unless and until such default shall have continued uncured after Subtenant has given written notice of such default to Sublandlord, specifying the nature of such default, for a period of thirty (30) days, or for such longer period of time as may be reasonably necessary to cure the same. In the event of Sublandlord's default and termination of this Lease, then Sublandlord shall return all Earnest Money Deposit, if any.
6. Loss, Damage to Personal Property. All property of the Subtenant or of Subtenant's employees, customers and invitees or others on the Leased Premises shall be held at Subtenant's sole risk, and Sublandlord shall not be liable for any

loss, damage or destruction of any such property, by fire, theft, or any other cause. Subtenant agrees to hold Sublandlord harmless from all claims by Subtenant or any other person claiming by through or under Subtenant, including but not limited to customers, employees, guests and invitees of Subtenant, by way of subrogation or otherwise, arising from the destruction of, loss of or damage to any personal property located in or about the Premises belonging to Subtenant or others, whether or not caused by a condition of the Premises.

7. Hazardous Materials. Subtenant covenants and agrees that, with respect to any hazardous, toxic or special (medical or otherwise) wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which Subtenant, its agents or employees, may use, handle, store or generate in the conduct of its business at the Leased Premises it will (a) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (b) that Subtenant will in no event permit or cause any disposal of Hazardous Materials in the Premises or building and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (c) that with respect to any off-site disposal, shipment, storage, recycling or transportation of any Hazardous Materials, Subtenant shall properly package the Hazardous Materials and shall cause to be executed and duly filed and retain all manifests and other records as may be required by federal, state or local law; (d) that at no time shall Subtenant operate the Premises as a treatment, storage or disposal facility for the treatment, storage or disposal of hazardous waste; (e) that to the extent any Hazardous Materials may be temporarily stored at the Premises, they will be stored in secure containers in compliance with all applicable laws; and (f) that Subtenant will at all reasonable time permit Sublandlord or its agents or employees to enter the Premises to inspect the same for compliance with the terms of this Article.
8. Sublandlord reserves the right to cancel this Lease at any time, with or without cause, upon sixty (60) days' written notice to the Subtenant.
9. Sublandlord expressly denies and disclaims any warranty of the fitness of the Leased Premises for the particular purpose to which the Subtenant intends to put the Leased Premises, Sublandlord further disclaims any warranty or representation pertaining to the environmental condition and fitness of the Leased Premises.
10. A waiver of a breach or right or of any covenants, stipulations, or condition herein by Sublandlord shall not constitute a continuing waiver or abridge any of Sublandlord's rights as stated herein or statutorily conveyed.
11. Upon termination of this Lease by limitation or otherwise, Subtenant shall quit and

deliver up possession of the Leased Premises to the Sublandlord in as good condition as when received by Subtenant, ordinary wear and tear excepted, and free from all trash, litter, debris, tall grass, and apparatus. All improvements of any type made to or erected upon the Leased Premises shall, upon termination of the Lease, remain on the Leased Premises without compensation to the Subtenant provided, however, that the Sublandlord shall have the option to require the Subtenant to remove such improvements and to repair any damages resulting therefrom at Subtenant's cost.

12. This lease shall inure to the benefit of the successors and assigns of the parties hereto.
13. All notices which may be given pursuant to the terms of this Lease shall be deemed given if mailed, postage prepaid, and addressed as follows:

If to Sublandlord:

Normanton Farms, LLC
Attn: Steve Normanton
226 Charles Bancroft Highway,
Litchfield, New Hampshire 03052

With copies to:
steve@normanton.com; and
manzelli@nhlandlaw.com

If to Subtenant:

Town of Litchfield
Conservation Commission
2 Liberty Way, Suite 2
Litchfield, NH 03052

With copies to:
mlepore@litchfieldnh.gov; and
dmplansky@aim.com

14. This Sublease is governed by the laws of the State of New Hampshire. If there is more than one Subtenant, the word "Subtenant" shall include the plural as well as the singular, and the obligations of a Subtenant hereunder shall be joint and several. The headings in this Lease shall not be taken into account in construing the meaning of the provisions hereof. No waiver by Sublandlord of any breach of this Lease shall be effective unless it is in writing, and such a waiver shall not be considered to be a waiver of any other breach. This Lease may be executed in counterpart originals and copies transmitted by

facsimile or digitally shall have the same effect as originals.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

SUBTENANT

Town of Litchfield through the Litchfield Conservation Commission

By: _____

Steven Webber
Chair of the Board of Selectmen

Date: _____

By: _____

Matthew Lepore
Chair of the Conservation Commission

Date: _____

SUBLANDLORD

Normanton Farms, LLC

By: _____

Steve Normanton
Owner of Normanton Farms, LLC

Date: _____

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