

**LEASE AGREEMENT**

**BY AND BETWEEN**

**AND**

**Agrarian Land Trust  
And to be assigned  
Central Virginia Agrarian Commons**

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THIS LEASE AGREEMENT ("Lease") is effective as of the [redacted] ("Effective Date") by and between Agrarian Land Trust, a duly authorized California non-profit corporation, with a principal place of business located at P.O.Box 195, Weare, New Hampshire 03281, ("Lessor" or "Agrarian") including its successors and assigns, and [redacted] a duly authorized Virginia corporation with a principal place of business located at [redacted] ("Lessee") and its successor entities and assigns, if any. The Lessor and Lessee are collectively called the "Parties."

#### **PREAMBLE**

The purposes of this Lease are intended to be consistent with and in furtherance of all applicable state and federal laws.

Agrarian is organized for public welfare purposes, per section 501(c)(3) of the Internal Revenue Code, including:

- (a) To hold title to real property in order to protect agricultural lands from real estate speculation, unsustainable development, and to promote the renewal of the living earth as the foundation of sustainable communities;
- (b) To hold title to real property to protect affordable agricultural land and housing access;
- (c) To protect ecological integrity on diversified farmland that serves local communities through cultural, educational, vocational, agricultural, spiritual, and recreational activities; and
- (d) To support, develop, and share equitable and ecologically responsible land care practices and models of agrarian livelihood.

#### **RECITALS**

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

WHEREAS, the Parties acknowledge the ownership, conservation, and protection mechanisms and encumbrances that exist in: (1) the national Agrarian Land Trust and local Central Virginia Agrarian model; (2) conservation easements; (3) development restrictions; and/or other zoning protections.

WHEREAS, the Parties will strive to further develop and expand upon resource sharing agreements, recognizing that both Parties have shared philosophies and practices that can benefit cultural, educational, and vocational objectives.

WHEREAS, Lessor wishes to provide to Lessee long-term and affordable, non-extractive, and equitable access to agricultural premises to enable agricultural production, a viable business, and healthy soil for the long-term and Lessee desires such use for such ends.

WHEREAS, Lessee shares the purposes and goals of Agrarian and Agrarian and enters this Lease to further those charitable purposes.

NOW THEREFORE, Lessee and Agrarian agree on all the terms and conditions of this Lease as set forth in this Lease.

## **ARTICLE I. DEFINITIONS**

- 1.1 “Leased Premises” are as described in the Property Description and set forth on the site plans included as **EXHIBIT 2**.
- 1.2 “Lease Term” is defined as two (2) years from the Effective Date, with mutual intention to renew to a ninety-nine (99) year Lease Term after September 1, 2024 and with assignment of Lessor interests to the Central Virginia Agrarian Commons.
- 1.3 “Active”: As defined in Section 2.5.
- 1.4 “Management Plan”: As defined in Section 2.12.
- 1.5 “Pre-Existing Plan”: As defined in Section 2.12.
- 1.6 “Lease Year”: As defined in Section 3.2.
- 1.7 “Lease Fees”: As defined in Section 4.1.
- 1.8 “Base Rent”: As defined in Section 4.2.
- 1.9 “Solidarity Payment”: As defined in Section 4.3.
- 1.10 “Operating Charges”: As defined in Section 4.4.
- 1.11 “Stewardship Contribution”: As defined in Section 4.5.
- 1.12 “Real Estate Taxes”: As defined in Section 4.6.

- 1.13 "Advance Tax Payment": As defined in Section 4.7.
- 1.14 "Hazardous Materials": As defined in Section 5.1.
- 1.15 "Environmental Laws": As defined in Section 5.1.
- 1.16 "Environmental Default": As defined in Section 5.2.
- 1.17 "Sublet": As defined in Section 6.1.
- 1.18 "Waste": As defined in Section 8.1.
- 1.19 "Improvements": As defined in Section 9.1.
- 1.20 "Condemnation": As defined in Section 13.1.
- 1.21 "Event of Default": As defined in Section 14.1.
- 1.22 "Event of Bankruptcy": As defined in Section 15.1.
- 1.23 "Bankruptcy Code": As defined in Section 15.1(a).
- 1.24 "Insolvency Laws": As defined in Section 15.1(a).
- 1.25 "Case": As defined in Section 15.2.
- 1.26 "Trustee": As defined in Section 15.2.
- 1.8 Lessee Notice Address: \_\_\_\_\_
- 1.9 Lessor Notice Address: Agrarian Land Trust, PO Box 195 Weare, NH 03281
- 1.10 Lessor Payment Address: Agrarian Land Trust, PO Box 195 Weare, NH 03281

## **ARTICLE II. USE AND OCCUPANCY**

- 2.1 Agrarian leases to Lessee, and Lessee leases from Agrarian the Leased Premises upon the conditions and covenants set forth in this Lease.

2.2 Subject to Section 2.12, Lessee shall use and occupy the Leased Premises for the following agricultural purposes: production of feed, forage, grains, vegetables, fruit, and non-timber forest products; animal husbandry; and related agricultural purposes that support land and/or community health including agritourism, agri-education, land restoration and stewardship, and soil improvement. Lessee shall not use or occupy the Leased Premises for any unlawful purpose, or in any manner that will constitute Waste (as hereinafter defined) or nuisance. Lessee shall comply with all present and future laws concerning the use, occupancy, and condition of the Leased Premises and all machinery and equipment used thereon, all of which shall be complied with in a timely manner at Lessee's sole expense. Lessee shall obtain, renew, and provide copies to Lessor, all at Lessee's sole expense, of all entitlements, permits, and approvals required for Lessee's use or occupancy of the Leased Premises. Use of the Leased Premises is subject to all covenants, conditions, and restrictions of record, including any existing conservation easements.

2.3 Subject to Section 2.12, the Leased Premises will be managed to achieve some or all of the land objectives described below, including: (1) soil health, (2) flora, fauna, and habitat diversity, (3) sustainable grazing, foraging, and hay land, (4) a healthy ecosystem, and (5) to protect water quality and quantity.

2.4 Subject to Section 2.12, portions of the Leased Premises designated as Agricultural Land in the Management Plan or the Pre-Existing Plan will be maintained in sod with the exception of land: (1) used in food production agriculture; (2) planted in cover crop to address soil restoration, improvement, and overall health; (3) used for a land management objective, including forestry and pollinator habitat; (4) managed for agroforestry; and/or (5) that is converted for development or infrastructure as allowed by this Lease.

2.5 Subject to Section 2.12 the Leased Premises will be maintained in Active agricultural and active ecosystem stewardship at all times. "Active", including grace periods to support personal, climate, and business considerations, shall be defined in the Management Plan or the Pre-Existing Plan.

2.6 Subject to Section 2.12, portions of the Leased Premises designated as Habitat Land in the Management Plan or the Pre-Existing Plan will primarily be managed for food and shelter production for wildlife. Subject to Section 2.12, Lessee obtains use of forest and habitat land for rotational grazing and foraging only as long as soil health and compaction are monitored and maintained at appropriate markers as determined through collaboration with Virginia Cooperative Extension, Natural Resources Conservation Services, or other similar organization.

2.7 Subject to Section 2.12 portions of the Leased Premises designated as Wild Land in the Management Plan or the Pre-Existing Plan will be primarily natural and may not be used for any agricultural and/or production purpose.

2.8 Subject to Section 2.12, Lessee agrees to complete appropriate soil tests to establish a baseline for all areas to be actively used. Lessee shall provide copies of all soil tests to Agrarian.

Lessee then agrees to complete follow up soil testing on a schedule agreed to between Lessee and Agrarian.

2.9 Subject to Section 2.12, Lessee will adhere to Agrarian Trust Principles and Agrarian Farm, Forest, and Ecosystem Standards, a copy of which have been provided to Lessee, if in existence.

2.10 Notwithstanding the rights to reasonable self-defense from parties or actions posing immediate physical danger to persons or the Leased Premises, subject to Section 2.12, Lessee shall use the Leased Premises in a manner so as not to cause harm to others, including workers, or to support activities that intentionally seek to denigrate, demean, or discriminate against persons on the basis of race, ethnicity, national origin, familial status, military status, gender identity and expression, sexual orientation, class background or identity, age, ability, or religion.

2.11 Subject to this Lease, so long as Lessee performs all of its obligations under this Lease, Lessee has the right to not be disturbed in its possession of the Leased Premises by Agrarian, any management agent contracted by Agrarian, or any other person lawfully claiming a right to possession through or under Agrarian, except for inspection pursuant to Section 10.1.

2.12 The Parties shall, within six (6) months of the Effective Date of this Lease, develop a mutually agreeable management plan (the "Management Plan") to address the uses permitted and obligations established by this Lease, including agriculture, storage, management objectives, forest, habitat, wild lands, soil testing, Principles, and inclusion described in this Article II. Where any management plan called for by a conservation easement, the Natural Resources Conservation Service, or similar already exists ("Pre-existing Plan"), the Parties may opt to waive the requirement of the Management Plan called for in this Section and instead adopt the Pre-existing Plan. The Management Plan or the Pre-existing Plan shall be incorporated into this Lease as **EXHIBIT 4**.

2.13 This Lease also includes the right of Lessee to extract groundwater, including drilling wells, and surface water, so long as such water use: (1) is necessary to accomplish the permitted uses herein; (2) is otherwise consistent with this Lease; and (3) complies with all applicable laws.

2.14 Any policy regarding public access to the Leased Premises is to be determined jointly by Lessor and Lessee and included in the Management Plan or Pre-Existing Plan. In the event of any conflict with respect to public access between this Lease and any conservation easement, the terms of any conservation easement shall prevail.

2.15 Whether the plan in force is a Management Plan or a Pre-Existing Plan, it shall be updated at least every Lease Year and shall also be updated upon the occurrence of any significant change of circumstances. Absent a significant change of circumstances, this update requirement is not intended to be onerous. If circumstances have changed only minimally, the



update may be limited to brief conference between the parties resulting in a brief writing that circumstances have changed only minimally and the plan in force will continue in force.

### **ARTICLE III. TERM**

3.1 The term shall be two (2) years, beginning on the Effective Date and terminating on the second anniversary thereof, unless terminated sooner as provided for herein. Any lots/land added to the Leased Premises, regardless of when they are added, will run continuously with this term. The Lease may be renewed by Lessee for a ninety-nine (99) year lease term after the second anniversary of the Effective Date, contingent upon the assignment of Lessor interests in the Lease to the Central Virginia Agrarian Commons.

3.2 "Lease Year" shall mean a period of twelve (12) consecutive months commencing on the Effective Date, and each successive twelve (12) month period thereafter.

3.3 This Lease is intended to be a flexible framework that will allow the Parties' relationship to grow. Changes can be made in the Lease pursuant to Section 3.5 below.

3.4 Both Parties shall review the status of this Lease and confer with each other at a minimum at least once every Lease Year, concurrent with review of the Management Plan or Pre-existing Plan pursuant to Section 2.15, to be sure that both Parties are reasonably satisfied with its terms and that it continues to accurately reflect the mutual understanding of both Parties.

3.5 The Parties shall review the status of this Lease and confer with each other when a substantive change is intended, such as new land additions, additional lessees, new conservation or other easements, modifications to existing conservation or other easements, changes in use of the farm or forest lands, construction of any new buildings, upgrade any existing buildings, change in use of any buildings, or similar occasions. This review shall take place in person at a mutually agreed upon time and location with at least a majority interest of both Agrarian and Lessee represented. Mutually agreed upon substantive changes to this Lease shall be made effective only by written instrument signed by all Parties.

3.6 In the event that ownership of, or title to, the Leased Premises is conveyed or transferred, voluntarily or involuntarily, by Agrarian to any other person or entity, this Lease shall not cease, but shall remain binding and unaffected, and Lessee shall be provided with notice of such change in ownership.

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

4.1 Lessee shall be responsible for payment of the Base Rent, all Operating Charges, the Stewardship Contribution, and its proportional share of the Real Estate Taxes for the Leased Premises (collectively, the "Lease Fees"), all as subsequently defined below. By mutual

agreement of the Parties in writing, the Base Rent and Stewardship Contribution will be reassessed: (1) at least every two (2) years or sooner than every two years when a significant change occurs with farm productions and operations; sales, market, or community; and/or stewardship needs or goals.

4.2 Lessee shall pay to Lessor **"Base Rent" in the amount of**  annually, with the first payment of Base Rent paid upon the Effective Date and each subsequent Base Rent being due no later than the first day of each subsequent Lease Year. This Base Rent is in addition to Lessee's Solidarity Payment, Operating Charges, Stewardship Contribution, and Real Estate Taxes for the Leased Premises. This Base Rent considers farm viability, ecological stewardship, and Agrarian management. The intent of the Base Rent is to cover all expenses relating to ownership and stewardship of Agrarian, including administrative costs; to contribute to the long-term sustenance of Agrarian and its mission; and to provide Lessee long-term and affordable, non-extractive, and equitable agricultural premises to enable agricultural production, a viable business, and healthy soil for the long-term.

4.3 "Solidarity Payment" shall mean a payment by Lessee in an amount and upon terms mutually agreed to by the parties for purposes of Indigenous solidarity and/or disenfranchised farmer support. This agreement may be put in place now or during the term of Lease and it may also evolve over time.

4.4 "Operating Charges" shall mean all expenses incurred in the operation, maintenance, and repair of the Leased Premises, including the following: (1) water, electricity, and other utility charges of every type and nature; (2) premiums and other charges for insurance and deductibles under such insurance policies; (3) any business, professional, and occupational license tax payable by the Lessee with respect to the Leased Premises; (4) any costs to comply with legal or insurance requirements applicable to the Leased Premises; and (5) any other expense incurred in maintaining the Leased Premises.

- A. To the extent possible, Lessee shall be billed directly for Operating Charges and Real Estate Taxes and pay directly to the bill/invoice issuer. To the extent not possible for Lessee to be billed and pay directly, Lessor shall be billed and pay the bill/invoice issuer in the first instance. In such case, Lessee shall reimburse Agrarian on account of the amount of the Operating Charges and Real Estate Taxes that are incurred by Agrarian during the Lease Term. Agrarian shall submit a statement, at least quarterly, setting forth such Operating Charges and Real Estate Taxes to Lessee. Lessee shall pay to Agrarian the full amount of such Operating Expenses and Real Estate Taxes within sixty (60) days after Lessee's receipt of such statement. Lessee's obligations under this Section incurred up to the expiration or earlier termination of this Lease shall survive the expiration or earlier termination of this Lease.

4.5 "Stewardship Contribution" shall be something of value contributed by Lessee for the purpose of Lessor being able to use stewardship contributions for the proactive betterment of the Leased Premises and the activities permitted by this Lease to be made on such Leased Premises. Stewardship Contribution will be dynamic and targeted and this diverse capital

contribution will be not solely monetary value that benefits the land; such as planting an orchard, improving soils, creating pollinator habitat, developing community access and spaces, education, and more. The Stewardship Contribution shall be mutually agreed to by both Parties in writing and can be in a financial fee, goods, service, investment, management, time, or other valuable consideration.

4.6 "Real Estate Taxes" shall mean: (1) all real estate taxes, special user fees, rates, and assessments (including general and special assessments, if any), ordinary and extraordinary, foreseen and unforeseen, which are assessed against the Leased Premises; and (2) any other present or future taxes or governmental charges that are assessed against the Leased Premises which are in the nature of or in substitution for real estate taxes, including any tax levied on or measured by the rents payable by lessees of the Leased Premises. Notwithstanding the foregoing, Real Estate Taxes shall not include any inheritance, estate, gift, franchise, corporation, net income, or net profits tax assessed against Agrarian from the operation of the Leased Premises, including all costs, fees, taxes, and charges associated with Agrarian's other uses, subleases and/or all forestry or Agrarian-created agricultural products of the land.

- A. Lessee shall have the right to contest the amount or validity of any Real Estate Taxes on the Leased Premises. Agrarian may, upon written request by the Lessee, join in any such proceedings if Agrarian shall reasonably determine that it shall be necessary or convenient for Agrarian to so join in order for the Lessee to prosecute such proceedings. All costs and expenses of such proceedings shall be paid by the Lessee.

4.7 From and after notice (by the taxing authority having jurisdiction, or by Agrarian) that the Lessee is delinquent in payment of any Real Estate Taxes, Agrarian may require that some or all of such payments be made to Agrarian as an additional payment, with payment due monthly in an amount (the "Advance Tax Payment") determined by Agrarian based on its estimate of the Real Estate Taxes to be escrowed so that Agrarian will hold a sufficient amount to pay all such Real Estate Taxes not less than thirty (30) days prior to the date on which such items become due and payable. Agrarian shall keep Advance Tax Payments in a tax escrow account. Such tax escrow account may contain funds collected for such purpose from other Lessees of Agrarian. Lessee shall not be entitled to any interest on the funds held in such tax escrow account. Lessee's failure to make Advance Tax Payments as a remedy to the event of failure to pay Real Estate Taxes described herein shall constitute a default as described in Article XIV of this Lease. The rights and remedies of the Parties in the event of such default shall proceed according to Article XIV. In addition, the Parties, by mutual agreement, may enter into a repayment plan for all payments Agrarian made on behalf of Lessee.

4.10 Lessee shall pay before delinquency any business, rent, or other taxes or fees that are now or hereafter levied, assessed, or imposed upon Lessee's use of the Leased Premises, the conduct of Lessee's farming operations on the Leased Premises, or the use of Lessee's equipment, inventory, or personal property. If any such tax or fee is enacted or altered so that such tax or fee is levied against Agrarian or so that Agrarian is responsible for collection or payment thereof, then Lessee shall pay as additional rent the amount of such tax or fee.

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

5.1 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 Leased Premises, provided, however, that the foregoing shall not be deemed to prohibit Lessee's use and storage of de minimis amounts of Hazardous Materials required in the ordinary course of Lessee's permitted use of the Leased Premises hereunder, provided that such use and storage is in strict accordance with the provisions of all applicable laws, regulations, and the terms of this Lease, including any applicable Management Plans, Pre-Existing Plans, conservation easements and restrictive covenants. . At the expiration or earlier termination of this Lease, Lessee shall surrender the Leased Premises to Agrarian 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 Leased Premises or hazardous to health or the environment. "Environmental Laws" 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 Leased Premises and relating to the environment and environmental conditions or to any Hazardous Material (including, 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).

5.2 Notwithstanding any termination of this Lease, Lessee shall indemnify and hold Agrarian 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 in or about the Leased Premises. In

addition, Lessee shall give Agrarian immediate verbal and follow-up written notice of any actual or threatened Environmental Default, as subsequently defined, which Environmental Default Lessee shall cure, at its sole cost and expense, in accordance with all Environmental Laws and to the satisfaction of Agrarian and only after Lessee has obtained Agrarian's prior written consent, which shall not be unreasonably withheld. An "Environmental Default" means any of the following by Lessee: a violation of an Environmental Law; a release, spill, or discharge of a Hazardous Material on or from the Leased Premises; an environmental condition requiring responsive action; or an emergency environmental condition. Upon any Environmental Default, in addition to all other rights available to Agrarian under this Lease, at law or in equity, Agrarian shall have the right but not the obligation to immediately enter the Leased Premises, to supervise and approve any actions taken by Lessee to address the Environmental Default, and, if Lessee fails to immediately address same to Agrarian's 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 Lease Fees. 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 Leased Premises.

#### **ARTICLE VI. ASSIGNMENT, SUBLETTING, AND FINANCING**

6.1 Lessee shall not assign, transfer, or otherwise encumber this Lease or all or any of Lessee's rights hereunder or interests herein, or sublet or permit anyone to use or occupy (collectively, "Sublet") the Leased Premises or any part thereof, without prior written approval from Agrarian. Such approval shall not be withheld provided that the Lessee can demonstrate that the requested approval will further agricultural and economic collaboration across lands and farmers and that such collaboration or activity will be consistent with Agrarian's goals. If Agrarian permits subleasing, the sublessee shall agree in writing to be subject to all terms of this Lease.

6.2 Any event (whether voluntary, concurrent, or related) resulting in a dissolution, merger, consolidation, or other reorganization of Lessee, or the sale or transfer or relinquishment of the interest of owners or shareholders who, as of the date of this Lease, own a controlling interest of the capital stock or ownership interests of Lessee, shall be deemed an assignment of this Lease subject to the provisions of this Article. In addition, a transfer of all or substantially all of the assets of Lessee, either by merger, consolidation, or otherwise shall be deemed to be an assignment.

6.3 Notwithstanding the foregoing, Lessor may assign, pledge, or otherwise encumber its interest in this Lease freely, without the prior written consent of Lessee. The Parties agree and acknowledge that the Lessor intends to assign its rights and obligations under this Lease to Central Virginia Agrarian Commons.

## **ARTICLE VII. MAINTENANCE AND REPAIRS**

7.1 Lessee, at Lessee's sole cost and expense, shall promptly make all repairs, perform all maintenance, and make all replacements in and to the Leased Premises to keep the Leased Premises in good, safe, farmable condition, and otherwise in accordance with all laws and the requirements of this Lease. Lessee shall suffer or permit no Waste or injury to any part of the Leased Premises, and shall, at the expiration or earlier termination of the Lease Term, surrender the Leased Premises in an order and condition equal to or better than their order and condition on the Effective Date, with ordinary wear and tear and damage by the elements excepted. Except as otherwise provided, all damage to the Leased Premises caused by any act or omission of Lessee, shall be repaired by and at Lessee's expense, except that Agrarian 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. In the event Lessee is unable to make the needed repairs, Lessee shall so notify Lessor immediately.

## **ARTICLE VIII. WASTE**

8.1 Acknowledging that improvements have a limited lifetime, "Waste" is defined as damage to the Leased Premises beyond normal wear and tear, and consists of the following: (1) harm to the Leased Premises adjacent or downstream properties, or groundwater systems depleting any natural resources; (2) = failure to maintain the Leased Premises physically or financially (e.g. failure to pay Real Estate Taxes, Operating Charges, violation of applicable conservation easements or restrictive covenants, non-report of mold in homes or buildings); (3) construction of unauthorized improvements to the Leased Premises (e.g. constructing a building in violation of a conservation easement or converting agricultural zoned land to commercial use); (4) extracting minerals, eroding the soil, or application of toxic fertilizers in contravention of applicable guidelines established in the Management Plan or Pre-Existing Plan.

8.2 The Lessee shall be held responsible for any Waste committed by itself and any and all assignee(s), visitor(s), and/or temporary guest(s).

8.3 Nothing in this Lease grants Lessee the right to remove, mine, or extract from the Leased Premises any minerals, including any form of oil, gas, or coal, lying within or beneath the surface. Ownership of such minerals remains with Agrarian, and Agrarian shall not remove any such minerals from the Leased Premises or lease the mineral rights to any entity.

## **ARTICLE IX. IMPROVEMENTS**

9.1 Lessee is under no obligation to make any structural or other alterations, decorations, additions, improvements, or other changes (collectively, "Improvements") on or to the Leased Premises.

9.2 If Lessee desires to construct Improvements on the Leased Premises and approval is required from a municipal planning board, a holder of a Conservation Easement, or similar

entity vested with decision-making jurisdiction, Lessee shall seek such approval, contemporaneously providing a written copy of the request for such approval to Agrarian and then provide Agrarian a copy of the entity's decision. So long as the entity approves construction of the Improvement, and the Improvements are permitted under the Management Plan or Pre-Existing Plan, Lessee need not obtain subsequent approval of Agrarian for construction of such Improvements.

9.3 All Improvements made by Lessee, whether purchased, constructed, or installed, on any part of the Leased Premises at any time during this Lease may, at the option of Lessor, become the property of Lessor, except as set forth herein. So long as Lessee is not in default under this Lease, Lessee shall have the following rights with respect to Improvements:

- (a) Lessee shall have the right, but not the obligation, to remove any non-permanent Improvements, including, arbors, movable sheds, appliances, solar panels, and other structures not anchored permanently to below-grade foundations, and to return the underlying land to its original condition.
- (b) Lessee may remove permanent Improvements only with the prior written consent of Agrarian, which Agrarian in its sole discretion may withhold for reasons related to its organizational purposes.
- (c) For all Improvements made by Lessee and not removed from the Leased Premises, Lessor shall compensate Lessee for value of such Improvements, less depreciation value within one year after termination of this Lease or on a schedule mutually agreed to by the Parties in writing. The Parties shall mutually agree in writing 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.

9.4 At the expiration or earlier termination of the Lease Term, if the Leased Premises is not returned to its original condition or in better condition than its original condition Agrarian shall have the right at Lessee's expense to repair all damage and injury to the Leased Premises caused by Improvements or to require Lessee to do the same.

## **ARTICLE X. INSPECTION**

10.1 Agrarian may inspect any part of the Leased Premises at any reasonable time after notifying the Lessee at least 48 hours before inspection. No more than four (4) regular inspections may be carried out in a single Lease Year, except in the case of an emergency, reasonable suspicion of a potential Lease violation, or in the event of an ongoing Lease violation. In such exceptional cases, Agrarian may inspect any part of the Leased Premises after making reasonable efforts to inform the Lessee before inspection. Except in the event of an emergency, Agrarian shall use all reasonable efforts to minimize disruption to Lessee's farming operations in connection with any such entry.

## **ARTICLE XI. INSURANCE**

11.1 Throughout the Lease Term, Lessee shall obtain and maintain, at a minimum, the following insurance:

- (a) General liability insurance (written on an occurrence basis) including contractual liability coverage insuring the obligations assumed by Lessee under this Lease in minimum amounts typically carried by prudent lessees engaged in similar farming operations, but in no event shall be in an amount less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence with a Two Million Dollar (\$2,000,000.00) annual aggregate.
- (b) As required by applicable law, worker's compensation insurance for all employees at or above minimum limits as defined by the law of the jurisdiction in which the Leased Premises is located (as the same may be amended from time to time).

11.2 Throughout the Lease Term, Lessor will keep the Leased Premises insured through reputable insurance underwriters against perils covered by a standard "special form" (previously known as "all risk") insurance policy or policies as such policies are in use from time to time for comparable property in the City of Petersburg, Virginia (but excluding Lessee's Improvements, alterations, fixtures, and personal property), and at Lessor's option it may carry umbrella liability insurance (but excluding any coverage for Lessee or Lessee's guests or assignees).

11.3 All insurance required herein 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 the Lease term.

11.4 All insurance required herein shall:

- (a) Be issued by a company that is licensed to do business in the jurisdiction in which the Leased Premises is located, and that has been approved in advance by Agrarian;
- (b) Name Agrarian, its successors and assigns as an additional insured/loss payee;
- (c) 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 (both Parties hereby waiving their right of action and recovery against and releasing each other from any and all liabilities, claims, and losses for which they may otherwise be liable to the extent they are covered by insurance carried or required to be carried under this Lease);



- (d) Provide that the insurer thereunder waives all right of recovery by way of subrogation against the Lessor, in connection with any loss or damage covered by such policy;
- (e) Be acceptable in form and content to Agrarian;
- (f) Contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance, or change in coverage without the insurer first giving Agrarian thirty (30) days' prior written notice (by certified or registered mail, return receipt requested) of such proposed action; and
- (g) Not contain any deductible provision except for a commercially reasonable deductible.

11.5 Agrarian 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 Virginia to require similar-sized farms to carry insurance of such higher minimum amounts or of such different types of insurance.

11.6 The 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 each other concurrently with execution of this Lease and at least annually thereafter.

11.7 Lessee shall give Agrarian immediate notice in case of fire, theft, or accident on the Leased Premises, and in the case of fire, theft, or accident on the Leased Premises if involving Lessee.

11.8 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.

11.9 In the event Agrarian shall be required to pay any sum that is the Lessee's responsibility or liability, the Lessee shall reimburse Agrarian for such payment and for reasonable expenses caused thereby.

## **ARTICLE XII. LIABILITY OF LESSOR**

12.1 Except as otherwise set forth in Section 12.4, below, Agrarian shall not be liable to Lessee 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, interruption in the use of the Leased Premises; any accident or damage resulting from any use of the Leased Premises or the operation on the Leased Premises of equipment or apparatus; termination of this Lease by

reason of damage to the Leased Premises; or any fire, robbery, theft, vandalism, mysterious disappearance, or any other casualty.

12.2 If any condition exists which may be the basis of a claim of constructive eviction, then Lessee shall give Agrarian 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.

12.3 Any Improvements or property placed by Lessee on the Leased Premises shall be at the sole risk of Lessee, and Agrarian 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 Agrarian's agent.

12.4 Notwithstanding the foregoing Sections of this Article 12, Agrarian 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 Agrarian to the extent such injury or damage is not covered by insurance (a) carried by Lessee or other person, or (b) required by this Lease to be carried by Lessee.

12.5 Except to the extent caused by the gross negligence or willful misconduct of Agrarian, Lessee shall reimburse Agrarian for (as Operating Charges due hereunder), and shall indemnify, defend upon request, and hold Agrarian harmless from and against all costs, damages, claims, liabilities, expenses (including attorneys' fees), losses, penalties, and court costs suffered by or claimed against Agrarian, directly or indirectly, based on or arising out of, in whole or in part, (a) use and occupancy of the Leased Premises or the farming business conducted therein, (b) any act or omission of Lessee, (c) any breach of Lessee's obligations under this Lease, including failure to comply with laws or surrender the Leased Premises upon the expiration or earlier termination of the Lease Term, or (d) any entry by Lessee upon the Leased Premises prior to the Effective Date.

12.6 If Lessee is awarded a money judgment against Agrarian, then recourse for satisfaction of such judgment shall be limited to execution against Agrarian's estate and interest in the Leased Premises. No other asset of Agrarian 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.

### **ARTICLE XIII. CONDEMNATION**

13.1 If all of the Leased Premises is taken by eminent domain or otherwise by government entities, or if so much of the Leased Premises is lost or damaged beyond repair (a "Condemnation"), then this Lease shall terminate on the day prior to the date Lessee is required to give up possession of the Leased Premises and rent shall be apportioned as of such date.

13.2 All awards, damages, and other compensation paid on account of such Condemnation shall be used for Agrarian and the continuation of its mission-aligned projects. Nothing in this Lease, however, shall prevent Lessee from pursuing a separate claim against the authority for relocation expenses and for the value of crops, equipment, and personal property on the Leased Premises. Notwithstanding the foregoing, in the case of such Condemnation, the Parties may exercise their rights and responsibilities pursuant to Article 9 with respect to the disposition of Improvements upon termination of this Lease.

14.3 If this Lease is terminated as a result of damage, destruction, or taking, Agrarian shall take reasonable steps to allow Lessee to enter into Lease on another parcel of land owned by Agrarian if such land can reasonably be made available. Lessee understands there are numerous reasons why it may not be possible to make such land available and shall have no claim against Agrarian if such land is not made available.

#### **ARTICLE XIV. DEFAULT**

14.1 Each of the following shall constitute an "Event of Default":

- (a) Lessee's failure to make when due any payment or other fee; unless Lessee notifies Agrarian, and both agree in writing hardship circumstances merit a reduction or waiver of payment or fee for an agreed upon timeframe;
- (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 Agrarian delivers written notice thereof to Lessee;
- (c) Lessee's failure to farm or failure to complete stewardship practices for more than twenty-four (24) months in accordance with and subject to Article II herein, unless Lessee notifies Agrarian, and both agree in writing that hardship circumstances merit waiver of such requirements. Lessor specifically reserves the right to brush hog or otherwise maintain fields that Lessee fails to farm or steward;
- (d) An Event of Bankruptcy as specified in Article XV;
- (e) Lessee's dissolution or liquidation;
- (f) Any Environmental Default as specified in Article V;
- (g) Any subletting, assignment, transfer, mortgage, or other encumbrance of the Leased Premises, unless permitted under Article VI; or
- (h) Lessee's failure to comply with all applicable laws.

14.2 In the Event of Default, even if prior to the Effective Date, Agrarian shall have the right to terminate this Lease and initiate summary proceedings under applicable law against Lessee. If necessary, Agrarian may proceed to recover possession of the Leased Premises under applicable laws, or by such other proceedings, including re-entry and possession, as may be applicable. If Agrarian elects to terminate this Lease and/or elects to terminate Lessee's right of possession, Agrarian shall have no further obligations under this Lease in respect of Lessee. The Parties also agree and acknowledge that Agrarian shall have additional rights and remedies to recover from Lessee arrears of Lease Fees and damages from any preceding breach of any covenant of this Lease.

14.3 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 Lease Fees, damages, or other sum which may be due or sustained prior to such default, and for all costs, fees, and expenses (including, brokerage fees, expenses incurred in enforcing any of Lessee's obligations under the Lease, or in placing the Leased Premises in rentable condition, and advertising expenses) incurred by Agrarian in pursuit of its remedies hereunder, and/or in recovering possession of the Leased Premises and renting the Leased Premises to others.

14.4 Agrarian shall in no event be in default in the performance of any of its obligations under the Lease unless and until Agrarian 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 Agrarian properly specifying Agrarian's failure to perform any such obligation.

14.5 All rights and remedies of Agrarian set forth in this Lease are cumulative and in addition to all other rights and remedies available to Agrarian at law or in equity, including those available as a result of any anticipatory breach of this Lease. The exercise by Agrarian 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 Agrarian to exercise or enforce any of Agrarian's rights or remedies or Lessee's obligations shall constitute a waiver of any such rights, remedies, or obligations. Agrarian shall not be deemed to have waived any default by Lessee unless such waiver expressly is set forth in a written instrument signed by Agrarian. If Agrarian 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.

14.6 Neither the payment by Lessee of a lesser amount than any sums due hereunder nor any endorsement or statement on any check or letter accompanying a check for payment of rent or other sums payable hereunder shall be deemed an accord and satisfaction. Agrarian may accept the same without prejudice to Agrarian's right to recover the balance of such rent or other sums or to pursue any other remedy. Notwithstanding any request or designation by Lessee, Agrarian may apply any payment received from Lessee to any payment then due. No re-entry by Agrarian, and no acceptance by Agrarian of keys from Lessee, shall be considered an acceptance of a surrender of this Lease.

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

14.8 If Lessee fails to make any payment of Lease Fees or any other sum on or before the date such payment is due and payable, then It shall be an Event of Default if such failure is not cured by Lessee within sixty (60) days. However, if Lessee shall make a good faith partial payment of at least half (1/2) of the amount owed during such initial 60-day period, then such period shall be extended one additional 30-day period. Should Lessee be unable to cure the default in either grace period, Agrarian may grant further 30-day extensions in writing at its discretion provided that Lessee offers a reasonable explanation of the default and a plan to cure such default within a reasonable period of time.

14.9 Agrarian at its sole discretion may reduce, delay, or waive entirely the Lease Fees 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/or personal hardship, if reasonably possible. Any such reduction, delay, or waiver must be in writing and signed by Agrarian before it will be effective.

## **XV. BANKRUPTCY**

15.1 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) Lessee making or consenting to an assignment for the benefit of creditors or a composition of creditors.

15.2 Upon occurrence of an Event of Bankruptcy, Agrarian shall have all rights and remedies available pursuant to Article XIV; provided, however, that while a case (the "Case") in which Lessee is the subject debtor under the Bankruptcy Code is pending, Agrarian's 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 Agrarian is entitled to damages (including unpaid Lease Fees) pursuant to the terms of this Lease, then all such damages shall be entitled to administrative expense priority pursuant to the Bankruptcy Code.

15.3 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 Agrarian 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 Agrarian 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 Agrarian shall have all rights and remedies available to it pursuant to Article XIV.

## **XVI. HOLDING OVER**

16.1 If Lessee does not immediately surrender the Leased Premises 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 Lease Fees 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 Agrarian 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 Leased Premises has been vacated.

16.2 Notwithstanding any other provision of this Lease, Agrarian's acceptance of such rent shall not in any manner adversely affect Agrarian's other rights and remedies, including Agrarian's right to evict Lessee and to recover all damages. The Parties agree that any such holdover shall be deemed to be a tenancy-at-sufferance and not a tenancy-at-will or tenancy from month-to-month.

## **XVII. RIGHTS OF LESSOR**

The Parties agree that Lessor has the right to enter, share, and use the Leased Premises 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's mission; and (3) any other planning, evaluation, and assessment, and/or actions to address its goals, vision, and mission of Agrarian, so long as not unreasonably inconsistent with the uses pursuant to Article II. Agrarian must give Lessee at least 48 hours' notice before such entering, sharing, or using the Leased Premises to accomplish property management and/or stewardship activities permitted in subsection (1) herein. Agrarian must give Lessee at least seven days' notice before entering, sharing, or using the Leased Premises to accomplish any other activities outlined in subsections (2) or (3) herein.

## **XVIII. GENERAL PROVISIONS**

18.1 Notices: All notices, requests, demands and other communications which are required or permitted to be given under this Lease will be in writing, addressed to the respective party's notice address provided in Article I herein, and will be deemed to have been duly given (a) upon receipt if delivered in person, (b) within seven business days if mailed, (c) the following business day if sent by recognized overnight courier, with proof of delivery, or upon receipt if delivered via email and a delivery receipt is requested and received by the sender.

18.2 Lessee acknowledges that Agrarian has not made any representation or promise with respect to the Leased Premises except as herein expressly set forth, and no right, privilege, easement, or license is being acquired by Lessee except as herein expressly set forth.

18.3 Agrarian and Lessee each warrant 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 Agrarian 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. Agrarian 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 Agrarian or with whom Agrarian has dealt.

18.4 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.

18.5 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. In this Lease, use of the terms “Lessor” and “Lessee” includes the respective invitees, agents, board, board members, brokers, employees, contractors, clients, family members, licensees, customers, attorneys, consultants, representatives of any kind, and guests of the Lessor or Lessee.

18.6 This Lease contains and embodies the entire agreement of the Parties 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, term of any kind, or agreement that is not expressly set forth in this Lease shall be of no force or effect.

18.7 This Lease includes and incorporates all Exhibits.

18.8 This Lease shall be governed by the Laws of the jurisdiction in which the Leased Premises 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.

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

18.10 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. Electronic and/or digital signatures shall have the same binding effect as original signatures.

18.11 The Parties agree to execute and record a Memorandum of Lease in the form of **EXHIBIT 5**.

18.12 If Agrarian or Lessee is in any way delayed or prevented from performing any obligation (except, with respect to Lessee, an obligation to pay Lease Fees or other sums owed by Lessee to Agrarian 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.

18.13 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 Leased Premises is located, is in good standing under the laws of the state of its organization and the laws of the jurisdiction in which the Leased Premises 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.

18.14 All disputes arising out of or relating to this Lease or the performance of either party hereunder shall be handled as follows.

- (a) Any dispute shall first be submitted to non-binding mediation to be held in Richmond, Virginia 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:
  - (i) Appoint either a person experienced in sustainable farming in Virginia 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
  - (ii) agree to work with the USDA Agricultural Mediation Program for Virginia.
- (b) 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.
- (c) 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 Richmond, Virginia. 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.
- (d) Any equitable action entitled to be taken by a party arising out of this Agreement shall be filed exclusively within the courts of the Commonwealth of Virginia 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 Agrarian, the Lessee shall pay all of Agrarian's expenses (including reasonable attorneys' fees) and in the event that the arbitration or court should rule in favor of the Lessee, Agrarian shall pay all of the Lessee's expenses (including reasonable attorneys' fees).

18.15 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.

18.16 No third party shall have any right of enforcement with respect to this Lease.

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

Agrarian Land Trust

name, title w/ AGRARIAN LAND TRUST.  
*Duly authorized*

Ian McSweeney, Senior Officer  
Printed name and title

1.13.23

DATE

DocuSigned by:

392D8E8C31EE42D1

Lessee

name, title  
*Duly authorized (if lessee is an organization)*

Printed name and title

1/30/2023

DATE

DocuSigned by:

Witness/Attest

Printed name

DATE

Witness/Attest

Printed name

DATE

**EXHIBIT 1**

**Conservation Easement and associated Survey and Baseline; to be inserted once complete**  
[pdfs to be inserted]

**EXHIBIT 2**  
**PROPERTY DESCRIPTION**

- (a) High Tunnel
- (b) Farm Shed
- (c) Chicken House
- (d) Community Kitchen
- (e) Raised Beds
- (f) Community and Education classroom and space
- (g) \_\_\_\_\_
- (h) \_\_\_\_\_
- (i) \_\_\_\_\_





**EXHIBIT 4**

**MANAGEMENT PLAN**

**[To be created with NRCS, or other entity that requires such, and inserted once complete]**

**EXHIBIT 5**  
**MEMORANDUM OF LEASE**

FORM OF MEMORANDUM OF LEASE

Prepared by and  
when recorded return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tax Parcel Nos.: \_\_\_\_\_

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between AGRARIAN LAND TRUST, a California nonprofit corporation, having an address of PO Box 195, Weare, NH 03281 ("Lessor"), and \_\_\_\_\_, a Virginia \_\_\_\_\_ having an address of \_\_\_\_\_ ("Lessee").

W I T N E S S E T H:

WHEREAS, Lessor and Lessee have entered into a certain Lease Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Lease"), whereby Lessor did demise and lease to Lessee, and Lessee did lease from Lessor the Leased Premises (as defined in the Lease), which consists of approximately \_\_\_\_ acres located at \_\_\_\_\_ (the "Property", as more particularly described on Exhibit "A"); and

WHEREAS, Lessor and Lessee desire to enter into and record this Memorandum of Lease in order that third parties may have notice of Lessee's interest and rights under the Lease, of the leasehold estate of Lessee, and of the Lease.

NOW, THEREFORE, Lessor, in consideration of the rents and covenants provided for in the Lease to be paid and performed by Lessee, has leased unto Lessee, and Lessee has leased from Lessor, the Leased Premises in accordance with the terms and provisions of the Lease.

Specific reference is hereby made to the following provisions of the Lease:

1. Recitals Incorporated; Definitions. The recitals set forth above are incorporated into this Memorandum of Lease and shall be deemed terms and provisions hereof, the same as if fully set forth in this Paragraph 1. Capitalized terms used herein without meaning shall have the meaning ascribed to such terms in the Lease.



2. Term. Lessee shall have and hold the Leased Premises for an initial term of two (2) years, which commences on the Effective Date and shall expire, if not sooner terminated, on the second anniversary of the Effective Date, all as more particularly described in the Lease. The lease term may be renewed by Lessee for a renewal term of ninety-nine (99) years.

3. Intentionally Deleted.

4. Exclusive. Except for certain limited rights reserved by Lessor, Lessee shall have the exclusive right to agricultural use and occupancy of the Property. Lessor shall not lease nor license any portion of the Property to any purchaser, tenant or licensee other than Lessee.

5. Additional Provisions. All terms, conditions, provisions and covenants of the Lease are incorporated in this Memorandum of Lease by reference as though fully set forth herein, and the Lease and this Memorandum of Lease shall be deemed to constitute a single instrument or document. This Memorandum of Lease has been entered into by Lessor and Lessee for purposes of recordation in the appropriate real estate records of the City of Petersburg, Virginia to provide notice to third parties of the Lease and nothing contained herein shall be deemed or construed to amend, modify, change, alter, amplify, interpret or supersede any of the terms and provisions of the Lease. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the terms of the Lease shall control.

6. Counterparts. This instrument may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date first above written.

LESSOR: AGRARIAN LAND TRUST,  
a California nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of AGRARIAN LAND TRUST, a California nonprofit corporation, on behalf of said corporation. S/he is personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

LESSEE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
, 202\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, a Virginia \_\_\_\_\_, on behalf of  
said \_\_\_\_\_. S/he is personally known to me or produced  
\_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of  
\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

EXHIBIT "A" TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION

[LANDLORD TO PROVIDE]