

Lease
By and Between the
Town of Ridgefield and Whitney Freeman

Draft August 7, 2021

THIS LEASE, dated the ___th day of _____, 2021, is made by and between the TOWN OF RIDGEFIELD, a municipal corporation of the State of Connecticut, having its territorial limits in Fairfield County, whose address is 400 Main Street, Ridgefield, Connecticut 06877 (the "Landlord"), and Whitney Freeman, whose address is 673 Ridgebury Road, Ridgefield, Connecticut 06877 (the "Tenant").

WITNESSETH THAT:

Demise and Taking. The Landlord hereby demises and leases unto the Tenant, and the Tenant hereby hires and takes from the Landlord, certain parcel of land located in the Town of Ridgefield, consisting of approximately 16 acres, being a portion of the "McKeon Farm" (the "Premises"). The Premises are more particularly described in Exhibit A, attached hereto and made a part hereof. These are designated as the Apple Orchard, Ridgebury Pastures 1 and 2, and Stagecoach Pastures 1 and 2.

Term. The term of this Lease shall be for a period of five (5) years beginning on December 27, 2021 (the "Commencement Date"). Tenant shall have the option to renew this Lease upon sixty (60) day written notice to Landlord for an additional five-year term on the same terms and conditions as the original term hereof.

Rent; Annual Increase; Late Charge.

(a) **Rent.** During the first year of the term of this lease, the annual rent ("Rent") shall be ONE DOLLAR (\$1.00) per year payable in advance on or before the Commencement date.

THE ABOVE LETTING IS UPON THE FOLLOWING TERMS AND CONDITIONS:

FIRST- Quiet Enjoyment. The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in this Lease contained, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

SECOND- Use. The Tenant covenants and agrees to use the demised premises for the purpose of maintaining and grazing sheep and llamas, and no other purpose without the consent of the Landlord.

THIRD- Re-entry, Etc. Upon Default by Tenant. If the Tenant shall default in the performance of any material condition or term hereto or if the demised shall be deserted or vacated, the Landlord or its agents shall have the right to and may enter said premises as the agent of the Tenant, either by force or

otherwise, without being liable for any persecution or damages, therefore, and may relet said premises as the agent of the Tenant, and receive the rent therefore, upon such terms as shall be satisfactory to the Landlord, and all rights of the Tenant to repossess said premises under this Lease shall be forfeited. Such dispossession of the Tenant, with or without a Notice to Quit and with or without summary process proceedings or a judgment resulting from such proceedings and/or reentry by the Landlord shall not operate to release the Tenant from any rent to be paid or covenants to be performed hereunder during the full term of this lease. For the purpose of reletting, the Landlord shall be authorized to make such repairs or alterations in or to the demised premises as may be necessary to place the same in good order and condition. The Tenant shall be liable to the Landlord for the cost of such repairs or alterations, and all expenses of such reletting. The Tenant shall not be entitled to any surplus accruing as a result of the reletting. The Tenant agrees to pay, as additional rent, all attorney's fees and other expenses incurred by the Landlord in enforcing any of the obligations under this Lease, including those related to a summary process proceeding based upon Tenant's default.

FOURTH- Subletting, Licensing. The Tenant shall not sub-let, license or allow licensing of the demised premises nor any portion thereof, nor shall this Lease be assigned by the Tenant without the prior written consent of the Landlord.

FIFTH- Condition and Repairs. The Tenant has examined the demised premises, and accepts them in their present condition "as is" (except as otherwise expressly provided herein) and without any representations on the part of the Landlord or its agents as to the present or future condition of said premises.

As a further condition hereof the Tenant agrees as follows:

- (a) Tenant shall provide electric fencing around the grazing portion of the Premises.
- (b) Tenant shall provide monthly reports to the Conservation Commission, either in writing or electronically. The monthly reports shall address work completed and any problems encountered and anticipated work for the coming month. Work agreed to during the previous year shall be completed prior to starting date of the Lease.
- (c) Tenant shall maintain the livestock and property using organic farming principles and methods.
- (d) Tenant is hereby granted permission to graze a maximum of 85 sheep and 3 llamas. No other livestock shall be permitted hereunder, except with consent of the Landlord.
- (e) Tenant shall graze the sheep and llamas in such a manner as to preserve the natural grassland. Tenant shall alternate pastures in order to fulfill this requirement. In this regard, the Conservation Commission may inspect the grazing portion of the Premises from time-to-time in its sole discretion, however, the public shall be excluded from the Premises so long as animals are present.
- (f) Upon termination of this Lease, Tenant shall have a fifteen (15) day grace period to remove the livestock.
- (g) Tenant is permitted to seed and conduct controlled tillage for invasive and/or noxious plant control and seeding for improved forage. However, the Conservation Commission will have

approval rights of any soil amendments as recommended by NRCS, per soil test from UCONN or similar soil testing laboratory.

- (h) Regarding birds of special concern, the Conservation Commission will be responsible to contact Whitney Freeman of Henny Penny Farm by phone and/or email if a bird of special concern is spotted so that she may contact the USDA promptly for any grazing changes that might be suggested. All reasonable efforts will be made by Henny Penny to support the bird populations, following the USDA's guidance.

During the term of this Lease, the Conservation Commission shall, at its sole cost and expense, post and maintain road front signs on the grazing premises containing the Tenant's name and telephone number as the person to contact if the sheep, llamas or goats should get loose from the grazing premises.

SIXTH- Mechanic's Liens. In the event that any mechanic's lien is filed against the demised premises as a result of alterations, additions or improvements made by the Tenant, the Landlord, at its option, after thirty (30) days' prior written notice to the Tenant, may pay said lien, may terminate this Lease and may pay said lien, without inquiring into the validity thereof, same constituting a default under this Lease by the Tenant, and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in discharging said lien, as additional rent hereunder.

SEVENTH- Intentionally Deleted.

EIGHTH - Hold Harmless; Insurance. The Landlord shall not be responsible for the loss of or damage to property, or injury to persons, occurring in, on or about the demised premises, by reason of any existing or future condition, defect, matter or thing in said demised premises, or for the acts, omissions or negligence of other persons or tenants in and about the demised premises. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for losses of or damage to property or injuries to persons occurring in, on or about the demised premises.

The Tenant shall carry public liability insurance covering the demised premises and the appurtenances thereto in limits of not less than \$1,000,000 per person and an additional \$2,000,000 umbrella policy for personal injury or death and \$500,000 for property damage, all with a company satisfactory to the Landlord, which insurance shall also run to the benefit of the Landlord, the Landlord to be named thereunder as an additional insured. Said policy, or a copy thereof, shall be deposited with the Landlord on an annual basis. In the event of reduction in the amount of coverage or cancellation of coverage, at least fifteen (15) days written notice must be given to the Landlord, this condition shall be so stated in the policy.

The payment of the amounts called for above shall constitute additional rent due and payable hereunder. The non-payment of same in a timely manner, as called for above, shall constitute a default under this Lease.

NINTH- Utilities, Etc. Tenant shall pay for the cost of all utilities required by this lease.

TENTH - Right of Entry. The Landlord, or its agents, shall have the right to enter, upon prior written notice the demised premises at reasonable hours in the day or night to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of the Landlord to make any such repairs, additions or alterations), or to exhibit the same to prospective purchasers and/or mortgagees and put upon the premises a suitable "For Sale" sign. For three months prior to the expiration of the demised term, the Landlord, or its agents, may similarly exhibit the demised premises to prospective tenants, and may place the usual "To Let" signs thereon.

ELEVENTH- Intentionally Deleted.

TWELFTH- Observance of Laws, Etc. The Tenant agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the business to be conducted by the Tenant in the demised premises.

THIRTEENTH- Intentionally Deleted.

FOURTEENTH - Default by Tenant. In case of violation by the Tenant of any of the covenants, agreements and conditions of this Lease and upon failure to discontinue such violation within ten (10) days after written notice thereof given to the Tenant, this Lease shall thenceforth, at the option of the Landlord, become null and void, and the Landlord may re- enter without further notice or demand and, in such case, the Landlord shall thereupon have all the rights and remedies hereunder and shall be entitled to lost rentals, damages, etc., all in accordance with the terms and provisions of Paragraph Third above. The provisions of the preceding sentence requiring fifteen (15) days' notice shall not apply, however, to the Tenant's failure, neglect or refusal to pay rent within the fifteen- (15) day grace period already in Paragraph Third hereof. No waiver by the Landlord of any violation or breach of condition by the Tenant shall constitute or be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this Lease null and void and to reenter upon the demised premises after the said breach or violation.

If the Tenant shall so violate any of the covenants, agreements or conditions of this Lease, including the rental provisions, then this Lease shall thereupon, at the option of the Landlord, by virtue of this expressed stipulation herein, expire and terminate, and the Landlord may, at any time thereafter, re-enter the demised premises, as aforesaid, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as a common law, shall be necessary to enable the Landlord to recover such possessions pursuant to said statute relating to summary process, but all right to any such demand or any such re-entry is hereby expressly waived by said Tenant.

Whenever this Lease shall terminate either by lapse of time or by virtue of any of the expressed stipulations herein, the Tenant hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process, as well as any right to trial by jury.

No delay or delays in the payment of the Rent reserved in manner and/or times stipulated and no failure of the Landlord to enforce the covenants, agreements and conditions of this Lease or rules or regulations now or hereafter to be established by the Landlord upon such occasion or in case of default of any covenants, agreements and conditions of this Lease herein contained or such rules or regulations on the part of Tenant to be performed, shall be construed as creating a custom of preferred payments or as a waiver of any of the said covenants, agreements and conditions of this Lease or such rules or regulations or the Landlord's right to terminate this Lease or otherwise enforce the provisions hereof.

After service of a Notice to Quit, commencement of a suit, including a summary process proceeding and/or obtaining of a final judgment for any cause arising under of this lease or the breach hereof, the Landlord may still receive and collect, for use and occupancy of the demised premises by the Tenant, any "rent" or "additional rents" due hereunder, without prejudice to or waiver of or effect upon the said Notice to Quit, suit or judgment.

FIFTEENTH- Notices. All notices and demands, legal or otherwise, incidental to this Lease, or the occupation of the demised premises, shall be in writing. If the Landlord or its agent desires to give or serve upon the Tenant any notice or demand, it shall be sufficient to send a copy thereof by registered or certified mail addressed to the Tenant at the demises premises or to leave a copy thereof with a person of suitable age found on said premises, or to post a copy thereof upon the door to said premises. Notices from the Tenant to the Landlord shall be sent by registered or certified mail or delivered to the Landlord at 400 Main Street, Ridgefield, Connecticut 06877, or to such other party or place as the Landlord may from time to time designate in writing.

SIXTEENTH - Bankruptcy, Insolvency. If, at any time during the term of this Lease, the Tenant shall make any assignment for the benefit of creditors, or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed for the Tenant, then the Landlord may, at its option, terminate this Lease, exercise of such option to be evidenced by notice to that effect served upon the assignee, receiver, trustee or other person in charge of the liquidation of the property of the Tenant or the Tenant's estate, but such termination shall not release or discharge any payment of rent payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of the Tenant or the Tenant's legal representatives. In any such case, the Landlord shall also be entitled to the rights and remedies called for under Paragraphs Third and Fourteenth hereof related to the balance of the term of this Lease.

SEVENTEENTH- Holding Over. In the event that the Tenant shall remain in the demised premises after the expiration of the term of this Lease without having executed a new written lease with the Landlord, such holding over shall not constitute a renewal or extension of this Lease. The Landlord may, at its option, elect to treat the Tenant as one who has not removed at the end of its term,

and, thereupon, be entitled to all the remedies against the Tenant provided by law. In that situation, the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration thereof.

EIGHTEENTH-Intentionally Deleted.

NINETEENTH- Conference of Tenant's Rights. No rights are to be conferred upon the Tenant until this Lease has been signed by the Landlord, and an executed copy of the Lease has been delivered to the Tenant.

TWENTIETH - Exclusivity of Rights. The foregoing rights and remedies are not intended to be exclusive but in addition to all rights and remedies that the Landlord or Tenant would otherwise have by law.

TWENTY-FIRST-Binding Effect. All of the terms, covenants and conditions of this Lease shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

TWENTY-SECOND- Force Majeure. This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of the Tenant to be performed shall in no way be affected, impaired or excused because the Landlord is unable to supply or is delayed in supplying any service expressly or implicitly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if the Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by the war.

TWENTY-THIRD- No Oral Change. This instrument may not be changed orally.

TWENTY-FOURTH- Intentionally Deleted.

TWENTY-FIFTH- Intentionally Deleted.

TWENTY-SIXTH- Hazardous Waste Indemnity. The Tenant covenants that, throughout the term of this Lease, it will use the demised premises in compliance with the provisions of all statutes and laws of the State of Connecticut, and the rules and regulations of all agencies of the State of Connecticut, having jurisdiction over the protection of the environment, and the U.S. Environmental Protection Agency, as the same now exist or may hereafter be amended, and of all regulations issued thereunder as the same may now exist or may hereafter be amended, and of all regulations issued thereunder as the same may now exist or may hereafter be promulgated or amended.

The Tenant shall not knowingly at any time permit to be used, stored or kept on the demised premises any "chemical liquids", "hazardous waste", "solid, liquid or gaseous products" or "waste oil" as those terms may be defined by statutes and laws of the State of Connecticut as the same now exist or may hereafter be amended, except in accordance with applicable law and regulations.

The Tenant shall, upon the request of the Landlord, either during the term of the Lease or at the expiration thereof, take all steps and perform all acts necessary and required to remove, remedy and correct, at the sole expense of the Tenant, any condition at the demised premises caused in whole or in part by discharge, spillage, uncontrolled loss, seepage or filtration caused by the Tenant or "oil or petroleum" or "chemical liquids" or "solid, liquid or gaseous products" or "hazardous waste" or "waste oil" which may occur at any time during the term of the Lease and arising from the Tenant's use and occupancy of the demised premises, to perform such removal, remedy or correction diligently and within a reasonable time, and to comply with all orders of governmental agencies which may be issued with respect to such discharge, spillage, uncontrolled loss, seepage or filtration of any "chemical liquids", "hazardous waste", "solid, liquid or gaseous products" or "waste oil" at the demised premises which may occur in violation by Lessee of any provision of this Paragraph Twenty-Sixth.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

TOWN OF RIDGEFIELD, LANDLORD

By _____

Rudy Marconi, First Selectman

By _____

Whitney Freeman

McKeon Farm

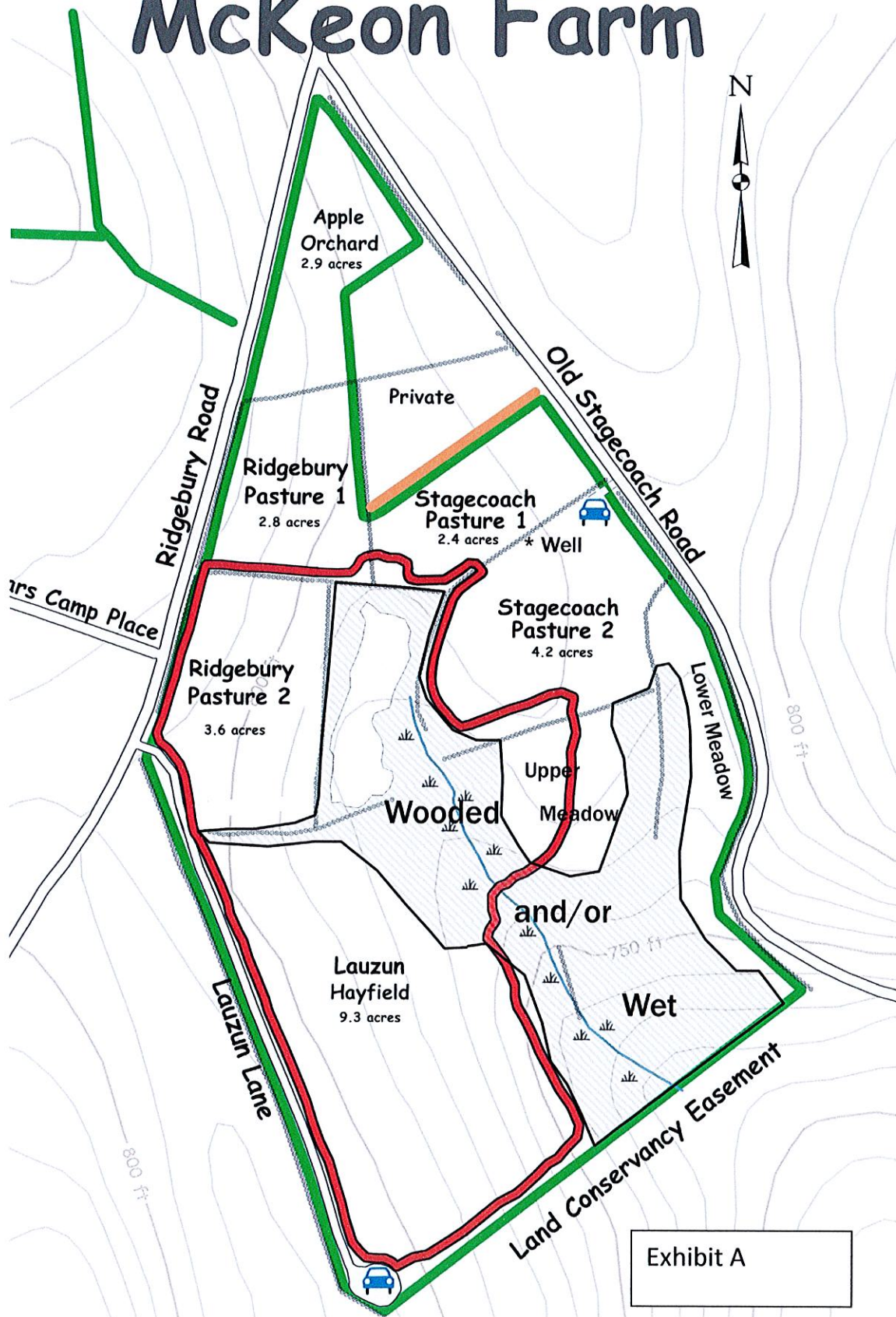


Exhibit A

Henny Penny Lease Fact Sheet

August 10, 2021

The original purpose stated by the town for the purchase of the farm was to "Preserve McKeon's Farm as an educational/recreational facility. As a working farm, schools, clubs and individuals would be able to tour the farm to learn the importance of agriculture in our past, present and future." This is exactly the kind of contributions that Henny Penny has provided to the Town of Ridgefield.

1. The majority of the language in the new proposed lease is very similar to the current 5-year lease:
 - It is a 5-year lease (running from 2022 through 2026).
 - The number of animals is 85 sheep and three llamas (not 150 as some have alleged).
 - Certain sections (e.g., well development) were deleted as no longer relevant.
 - It now contains language re protection of birds. If birds of special concern are identified by the commission, Henny Penny Farm will contact the USDA, Natural Resources Conservation Service (NRCS) to establish what grazing changes could be appropriate.
 - It is highly inaccurate to say that bird areas were carelessly destroyed. Once the species was identified, grazing activities were ceased immediately.
2. Per the Declaration of restrictive covenants of the property deed at the time the Town bought the property, the following activities are the permitted:
 - The establishment and maintenance of nature/hiking/equestrian trails within the property.
 - Maintenance of the property, including maintenance structures. There are only two such structures on the site: a barn that has been on the property for many years (that was falling down and was rehabilitated by the commission) and a tool storage shed that was placed by the Commission to store our tools.
 - Establishment and maintenance of a parking area.
 - Agricultural uses such as cultivation of crops, grazing of animals and/or planting and cultivation of orchards.
 - In addition, the grant agreement between DEEP and Ridgefield indicates that the town agrees to utilize the land for recreation and conservation purposes, which includes agriculture, recreation, conservation/ preservation of natural resources, open space, and education purposes.
3. There is a long history of farm animals on the farm:
 - The McKeon's had 75 dairy cows on the farm for decades in the past.
 - A previous lessee (Hans) had 7 steer and 55 turkeys on the farm (also many dozens of chickens), as far back as 2008.
 - In 2003, there were 20 dairy cows (might have been Stew Leonard's and for a few years).
4. Conservation does not just relate to flora and fauna but to soils as well. Good soils enhance the environment for flora and fauna. The site was minimally maintained for many years and the soils were becoming chemically deficient and compacted. The USDA NRCS has been fully supportive of Henny Penny's work on improving the soil. The regenerative farming and grazing techniques used by Henny Penny are state of the art in farm soil management.
5. Contributions by Henny Penny
 - Economic contributions include in-kind services and materials. This saves the Town a lot of money in ongoing maintenance costs. At least several thousand dollars a year out of our small budget.
 - Social and educational contributions are many.