




TOWN OF GRANBY

MEMORANDUM

DATE: August 11, 2025

TO: The Granby Board of Selectmen

FROM: Mike Walsh, Granby Town Manager 

REGARDING: Holcomb Farm Lease and Use Agreement Edits – 87 Simsbury Road

Attached please find the amended and restated Holcomb Farm Lease and Use Agreement for your review. This redlined document now reflects the addition of 87 Simsbury Road, formerly the United Methodist Church property.

The existing lease and use agreement is attached for your review.

The edits occurred over the last few months and included input from First Selectman Mark Fiorentino, Jenny Emery representing the Friends of Holcomb Farm, Rich Roberts, the Town's outside legal counsel, and a group of representatives from CIRMA, the Town's insurer. Comments were also taken from Chris Wardrop, the Town's outside insurance consultant.

If this amended agreement is accepted by the Board, please consider approving the following proposed motion:

PROPOSED MOTION:

To accept the attached amended and restated Holcomb Farm Lease and Use Agreement between the Town of Granby and Holcomb Farm, LLC to incorporate 87 Simsbury Road into the agreement and to direct Town Manager Mike Walsh to execute the agreement on behalf of the Town of Granby.

I will be on hand to answer any questions you may have on this item. Thank you.

HOLCOMB FARM AMENDED AND RESTATED LEASE AND USE AGREEMENT BETWEEN THE TOWN OF GRANBY AND HOLCOMB FARM, INC.

THIS AMENDED AND RESTATED LEASE AND USE AGREEMENT (this "Lease"), is made and entered as of _____ as an amendment and restatement of that certain Lease and Use Agreement dated as of October 26, 2022 by and between the TOWN OF GRANBY, a municipal corporation having its principal address at 15 North Granby Rd., Granby, CT 06035 (the "Lessor"), and HOLCOMB FARM, INC., a Connecticut not-for-profit corporation with an address at 113 Simsbury Rd., West Granby, CT 060960 (the "Lessee"), together with the Lessor collectively referred to herein as the "Parties."

WITNESSETH:

That for and in consideration of the compensation and agreements hereinafter reserved and contained, the Lessor and Lessee hereby agree as follows:

1 Leased Premises.

Lessor does hereby lease to the Lessee, and the Lessee does hereby lease from the Lessor, the protected and excluded property, consisting of approximately three hundred and [ten (310)] fifteen (315) acres, more or less, depicted Schedule A. ~~(NOTE: JENNY TO OBTAIN A REVISED SCHEDULE A)~~ attached hereto and made a part hereof (the "Land"). However, this lease does not include the buildings and improvements collectively identified at the address 115 Simsbury Rd. West Granby, CT, (the "Campus," meaning the buildings and grounds comprising Town of Granby Assessor's account #2-57-115, and Mblu: G-30/66/94// but excluding the acreage not immediately contiguous to the buildings and parking lots: see Schedule B), not does it include the horse ring or tobacco barn to the south of the Campus. This lease ~~does~~ expressly includes the barn/farm store at 111 Simsbury Rd. (the "CSA Barn"), the barn and church buildings at 87 Simsbury Road (the "Church Improvements"), and any other Improvements (not otherwise excluded, above) currently located on the Land or developed after the date hereof and constructed by Lessee with Lessor's permission (collectively, the "Friends Improvements"). "Improvements" shall mean: 1) anything constructed or erected, the use of which requires permanent location on, above or under the ground, or attachment to something having a permanent location on, above or under the ground; 2) any modification to a building or other improvement located on the Leased Premises; and ~~2)~~ 3) the planting or sowing of any crop or plant that has a life expectancy of more than one year. The Land (excluding the Campus as depicted in Schedule B), CSA Barn, Church Improvements, and Friends' Improvements are collectively referred to as the "Leased Premises."

2 Title and Use.

Lessor warrants to Lessee that Lessor has a good and lawful right to enter into this Leased Premises subject only to the terms and restrictions of the Conservation Easement between the Lessee and the Granby Land Trust, Inc., dated October 26, 2022, and made a part of this Lease as Schedule C.

**HOLCOMB FARM AMENDED AND RESTATED LEASE AND USE AGREEMENT
BETWEEN
THE TOWN OF GRANBY AND HOLCOMB FARM, INC.**

The Lessor covenants with the Lessee that the Lessee, upon paying the compensation in the manner specified and performing the covenants and agreements herein contained, shall be entitled to use and enjoy the Leased Premises for the duration of this lease, and any extensions, unless the Parties mutually agree to termination. Lessor also represents that the Leased Premises and the Permitted Use (as defined below) are currently permitted under all certificates of occupancy and zoning rules and regulations of the Town of Granby.

3 Use and Occupancy of Leased Premises.

- a. Lessee may use and occupy the Leased Premises: (i) to engage in farming, passive recreation, community engagement and events, and educational and charitable activities; (ii) to engage in the public retail sale of produce grown at the Farm, and other agricultural products; (iii) to engage in the distribution of food to people in need through the Friends of Holcomb Farm's Fresh Access ("Fresh Access") program; (iv) to develop and maintain trails for public use; (v) to manage the open space, fields, meadows and woodlands, including development and maintenance of an arboretum; and (vi) such other activities as may be in furtherance of the foregoing uses and/or subsequent uses which may be mutually agreed between the Lessor and Lessee (collectively, the "Permitted Use of Land"). In carrying out the Permitted Use of the Land, and in conformance with the Conservation Easement, where applicable, Lessee agrees that it will maintain or cause the maintenance of environmentally acceptable practices. Lessee shall not lease, sublet or otherwise allow use of the Leased Premises for a fee or other compensation without prior written consent of Lessor.
- b. Lessor may use and allow the public to use the Farm (but not the CSA Barn, Church Improvements, land under active cultivation, or Friends' Improvements) in any manner consistent with the Conservation Easement, and which does not interfere with Lessee's use of the Leased Premises. Except for incidental uses done in conjunction with the use of the Campus, Lessor shall provide Lessee reasonable advance notice before conducting or allowing any Programmed Use of the Leased Premises. **A Programmed Use** is any use which requires the participants to pre-register with or pay a fee to the Lessor.

4. Maintenance and Repair; Construction of Improvements.

- a. Lessee will maintain the Leased Premises in good condition, reasonable wear and tear and casualty damage excepted.
- b. Lessor shall have the right to enter and inspect the Leased Premises at any time.
- c. Lessor shall have the right to use the two hundred and seventy-seven (277) acres preserved through the Conservation Easement, identified in Schedule D, for Programmed Uses. Lessor shall take care to not disturb the Leased Premises, including any shrubs, trees, vegetation, crops growing thereon, or any farm animals, or interfere with Lessee's Permitted Use, except to the extent necessary to inspect or perform emergency services. If Lessor's activities will necessitate any such disturbance or interference which cannot be avoided, Lessor shall notify Lessee in advance of the nature of the anticipated disturbance. Lessor shall remove any debris or refuse, whether natural or manmade, resulting from Lessor's activities and restore the Farm substantially to the condition existing as of the commencement of Lessor's activities.

the Campus, at no charge, except standard monitoring fees, up to two (2) times in any calendar year, subject to (i) availability, (ii) use is prohibited during "peak times" as determined by the Lessor's Park and Recreation Department, and (iii) all applicable rules shall govern the use of the Campus. Lessee shall also have the right to use the workshop up to twelve (12) times in any calendar year.

e. Lessee's Obligations and Agreements:

- i. Lessee agrees that it will not erect any non-removable improvements on the Land or make any Improvements without advising Lessor in advance, and receiving written approval of Lessor, such approval not to be unreasonably withheld, conditioned, or delayed. All requests for approval required pursuant to this subsection shall: 1) be in writing; 2) include plans/schematics/exhibits in sufficient detail to obtain bids, and where required, permits for the construction and completion of the proposed Improvement; 3) an estimated cost of the proposed Improvement; 4) an estimated schedule for construction and completion of the proposed Improvement; and 5) such other information as the Lessor may reasonably require. Lessor may, in its discretion, at the request of Lessor, waive or modify these requirements for a requested Improvement.
- ii. The Lessee shall be responsible for all aspects of managing and cultivating portions of the Land which are now or may be in the future utilized for agricultural purposes, and the operation of an agricultural operation thereon, including without limitation, those practices outlined in Schedule E, "Farming Conservation Provisions." Lessor may enter the Leased Premises at any reasonable time, upon prior notice and without interruption of Lessee's Permitted Use, for inspection and to conduct soil tests, make surveys to ensure compliance with erosion control requirements and environmental regulations, or for any other purpose authorized by law.
- iii. The Lessee shall also be responsible for the development and maintenance of the hiking trails, and any other Friends' Improvements such as the tree trail, arboretum, and other Improvements made as a part of its use of the Land. Lessee agrees to use its best efforts to maintain public trails that total not less than ten (10) miles.
- iv. Lessee shall develop, in consultation with the Granby Agricultural Commission, policies consistent with Lessee's business practices that promote, and with respect to the sale of any of any product not produced by Lessee, prioritize, the sale of products, goods and services produced or provided by individuals and entities that operate in Granby. Such policies, and any amendments thereto, shall be approved by Lessor, and implemented no later than May 31, 2026.
- v. Lessee will ~~provide to~~ provide to Lessor, prior to July 1 of each year, an annual ~~written report documenting~~ its operations and use of the Leased Premises. Such report shall include: 1) financial statements of Lessee for the previous year; 2) documentation detailing Lessee's operations and uses of the Leased Premises for the previous year; 3) documentation demonstrating Lessee's compliance with its obligations under the Lease; and 4) such other information as the Lessor may request or Lessee wishes to provide.

5. Compensation.

- a. In consideration of this Lease and Use Agreement, Lessee shall pay annual rent (the "**Rent**") of Four Thousand Five Hundred Dollars (\$4,500.00) payable annually in one installment, due at the inception of this Lease, and annually thereafter on each anniversary of the date hereof.

- b. Lessee also agrees to provide allocations of Fresh Access food to Town of Granby Social Services and Senior Center, at least consistent with the following amounts, subject to availability based on growing conditions: 15 CSA shares and 2,800 pounds of produce distributed through the Senior Center.
- c. If at any time there is a waiting list for CSA shares, Lessee agrees that shares will first be made available to residents of the Town of Granby.

6. Taxes and Utilities.

- a. Lessor shall pay all property taxes, assessments, sewer use charges, rates and other utility charges, general and special, ordinary and extraordinary, of any kind and nature which may be assessed on the Leased Premises, with the exception of charges described in (b) below and any charges associated with the CSA Barn, the Church Improvements, and Friends' Improvements. Lessor may charge Lessee for its proportionate share of any such taxes, assessments or charges.
- b. Lessee shall make its own contracts and pay all charges for water, gas, electricity, heat, telephone or other communication services, cleaning services, refuse removal and other utilities used, rented or supplied upon or in connection with the Permitted Use of the CSA Barn, the Church Improvements, and Friends' Improvements.
- c. Lessee shall be responsible for and shall pay or cause the payment of all taxes and assessments, if any, on its and its sublessee(s)' business and trade fixtures, machinery, equipment and all personal property.

7. Compliance with Law.

Lessee shall, during the term hereof; comply with and shall cause the Leased Premises to comply with all local, state and federal laws, regulations, ordinances and restrictions. The Lessee shall operate the Leased Premises as a tax-exempt entity and shall provide the Lessor with the applicable IRS 501(c)(3) designation letter issued by the United States Internal Revenue Service.

8. Liens.

Neither Lessee nor Lessor will suffer or permit any mechanics', vendors', laborers' or materialmen's statutory or similar liens to be filed against the Lease Premises ("Mechanics' Liens"), by reason of work, labor, services or materials supplied or claimed to have been supplied to anyone holding any interest in the Leased Premises. If any Mechanics' Lien shall be filed, the Party who engaged the lienor shall, within thirty (30) days after notice of the filing, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise; provided that such party shall have the right to contest, with due diligence, the validity or amount of any such claimed lien.

9. Amendment and Termination.

- a. [The term of this] This Lease shall expire on October 26, 2045. [be 15 years ("Term").] Upon expiration, ~~[of the Term]~~, the Lessor agrees that this lease may be renewed, at Lessee's option, subject to mutually agreeable renewal terms. Lessee shall provide Lessor written notice of its intent to renew at least six months prior to expiration, ~~[of the Term]~~.
- b. During the term of this Lease, amendments may be made, in writing, subject to mutual agreement of the parties.
- c. In the event of any default under this Lease, Lessor may provide Lessee with a notice of default and an opportunity to correct such default. If Lessee fails to correct the default, other than a failure to pay rent or additional rent, Lessor may terminate this

rent or additional rent as specified in this Lease, Lessor may terminate this Lease by giving a 30 day written notice to Lessee. After termination of this Agreement, Lessee remains liable for any rent, additional late, costs, including costs to remedy any defaults, and damages under this Lease. If Lessee does not perform any of its obligations under this Lease, Lessee will pay Lessor the amount that Lessor has spent in performing Lessee's obligations, in addition to the Rent. Lessee also will pay Lessor interest on any amount Lessee owes Lessor which is past due. The interest will be at the rate of twelve percent (12%) per year. In the event that Lessor should require the services of an attorney, file a suit or resort to other procedures in order to compel the Lessee's compliance with the Lessee's obligations, the terms of this Lease or other applicable laws, rules or codes, the Lessee agrees to reimburse all expenses incurred by the Lessor in doing the same.

d. The parties may, by mutual agreement, terminate this Lease and Use Agreement. Should such termination be agreed to, Lessee shall, within ninety (90) days and if so requested by the Lessor, remove or cause the removal of any Friends Improvements placed by it on the Leased Premises, which the Lessor has requested be removed, its business and trade fixtures, machinery, equipment, furniture, furnishings, and all personal property {collectively, "Lessee's Property"}) and restore the Leased Premises to its original condition, reasonable wear and tear, permanent plantings, hiking trails and casualty damage excepted. Except as otherwise provided herein, Lessee's Property, whether or not attached to the Leased Premises, which are installed by or for the account of Lessee and can be removed without permanent damage to the Leased Premises, shall be and shall remain Lessee's property and may be removed by Lessee prior to the termination of this agreement whether or not said items are considered fixtures and attachments to real property under applicable laws; provided, however that if any of Lessee's Property is removed, Lessee shall repair, cause to be repaired, or pay the cost of repairing any damage to the Leased Premises resulting from such removal.

10. Insurance and Indemnification

- a. To the fullest extent permitted by law, Lessee waives all rights of subrogation against Lessor, its elected and appointed officials, employees, agents and servants for damages caused by fire or other causes of loss, except such rights as Lessee may have to proceeds of such insurance held by Lessor as fiduciary. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Leased Premises resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties, and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation.
- b. Lessor and Lessee each agree that at its own cost and expense, each will maintain liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence. Lessor and Lessee each agree that it will include the other Party as an additional insured.
- c. Lessee shall also maintain during the Term, the following policies of insurance:
- i. Automobile coverage in an amount not less than \$1,000,000 for each leased, hired and/or owned or non-owned vehicles.
 - ii. Worker's compensation insurance as required by Connecticut General Statutes.
 - iii. Excess/umbrella coverage in an amount not less than \$2,000,000. Such coverage must be at least as broad and follow the form of the underlying

- d. ~~With respect to all policies of insurance required to be carried by Lessee~~ Lessee, the following terms and ~~consistens~~ conditions apply:
- i. All policies must provide at least thirty (30) day written notice of cancellation.
 - ii. All stated coverage amounts are minimums and Lessor shall have the benefit of any coverages carried by Lessee in excess of the stated minimums.
 - iii. All policies shall be primary and non-contributory, including with respect to any deductibles.
 - iv. Except with respect to the worker's compensation insurance, Lessor shall be a named additional insured on all policies, whether by endorsement or otherwise.
 - v. All policies must be provided by an insurer ~~licensens~~ licensed to do business in the state of Connecticut with an A.M. Best rating of "A -" or better.
- e. ~~In addition,~~ Lessor shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Church Improvements and the CSA Barn at full replacement cost, as the same shall exist from time to time, without a coinsurance feature. Lessor's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Church Improvements and the CSA Barn required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss. Lessee shall annually reimburse Lessor for Lessor's costs in providing the insurance required by this subsection for the Church Improvements.
- f. ~~[Tenant]~~ Lessee agrees that it shall procure insurance on its own personal property which may be located on the Land.
- g. Subject to subsection f. below, each Party shall indemnify and hold the other, together with their respective agents, officers and employees, harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the gross negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.
- h. In no event will either Party be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of rights or services, incidental, punitive, indirect, special or consequential damages, interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- i. Each Party shall provide to the other proof of such insurance in a form conforming with the terms of this Lease no later than commencement of the Lease and each subsequent year, or whenever a Party's insurance coverage changes, including a change of carrier or agent. Proof of insurance shall be sent to each Party at their address first set forth above.
- j. Lessee's compliance with the requirements of this Section is an express condition precedent to its right to occupy and use the Leased Premises.

11. Subletting; Successors and Assigns.

Lessee may not sublet the Leased Premises or mortgage, sell, assign or transfer its rights pursuant to this Lease without the written consent of Lessor.

12. Notice and Demand.

All notices or demands required or permitted hereunder or under any statute shall be in writing and hand delivered or sent, postage prepaid, by either overnight courier or first-class mail to:

LESSEE:

Holcomb Farm, Inc. 113 Simsbury Road
West Granby, CT 06060 Attention:

LESSOR:

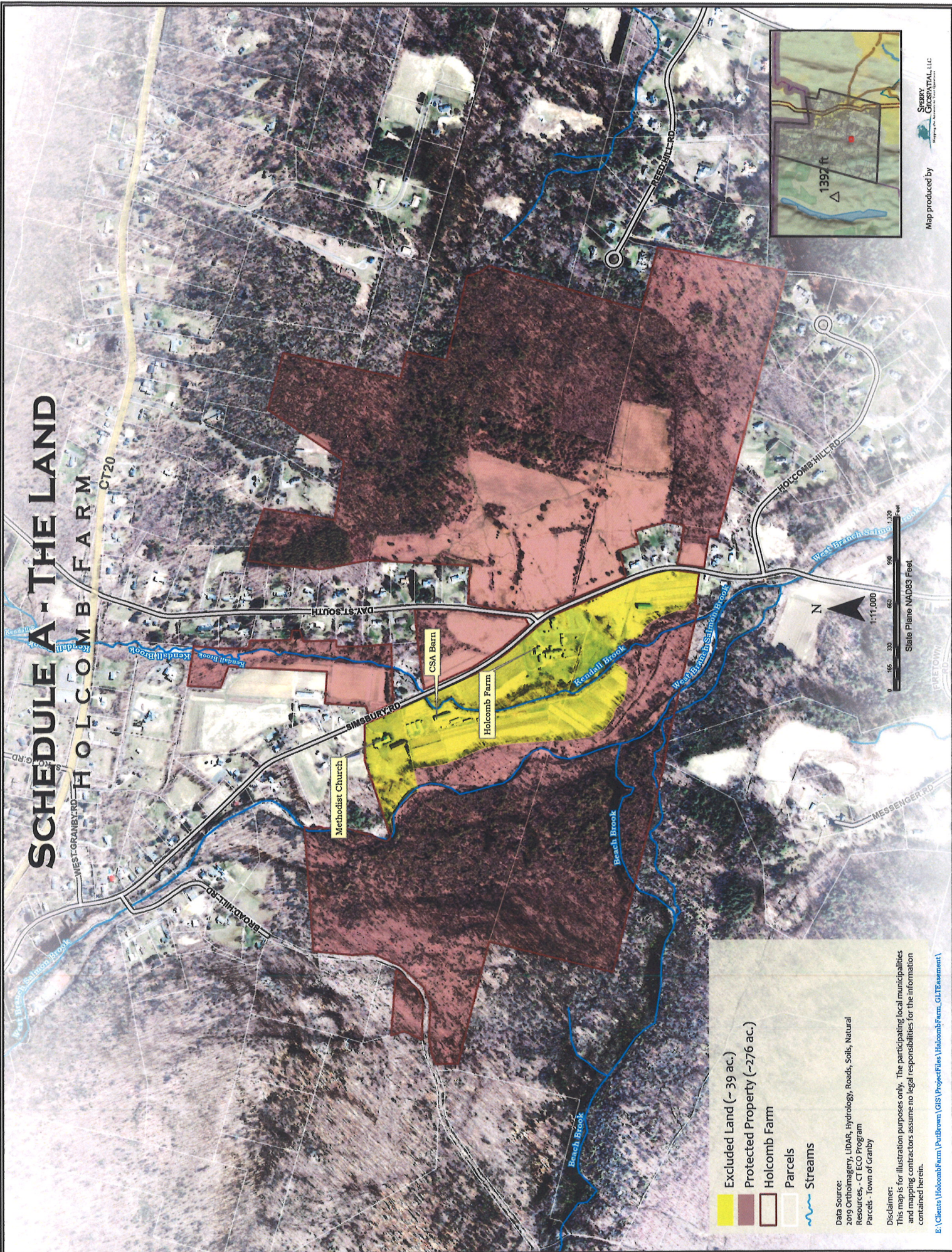
Town of Granby
15 North Granby Road
Granby, CT 06035 Attention: Town Manager

13. Miscellaneous.

The paragraph headings contained in this Lease are for reference purposes only and shall not control or affect its scope or interpretation in any respect. This Lease and its interpretation shall be governed by the laws of the State of Connecticut. The rights and obligations of the Parties hereto shall inure to the benefit of, and be binding upon, their respective heirs, successors and assigns.

SCHEDULE A - THE LAND

HOLCOMB FARM



- Excluded Land (~39 ac.)
- Protected Property (~276 ac.)
- Holcomb Farm
- Parcels
- Streams

Data Source:
 2009 Orthoimagery, LIDAR, Hydrology, Roads, Soils, Natural Resources, CT ECO Program
 Parcels - Town of Granby

Disclaimer:
 This map is for illustration purposes only. The participating local municipalities and mapping contractors assume no legal responsibilities for the information contained herein.

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HOLCOMB FARM LEASE AND USE AGREEMENT BETWEEN THE TOWN OF GRANBY AND HOLCOMB FARM, INC.

THIS LEASE AND USE AGREEMENT (this "**Lease**"), is made and entered as of October 26, 2022 by and between the TOWN OF GRANBY, a municipal corporation having its principal address at 15 North Granby Rd., Granby, CT 06035 (the "**Lessor**"), and HOLCOMB FARM, INC., a Connecticut not-for-profit corporation with an address at 113 Simsbury Rd., West Granby, CT 06060 (the "**Lessee**"), together with the Lessor collectively referred to herein as the "**Parties**."

WITNESSETH:

That for and in consideration of the compensation and agreements hereinafter reserved and contained, the Lessor and Lessee hereby agree as follows:

1. Leased Premises.

Lessor does hereby lease to the Lessee, and the Lessee does hereby lease from the Lessor, the protected and excluded property, consisting of three hundred and ten (310) acres, more or less, depicted Schedule A attached hereto and made a part hereof (the "**Land**"). However, this lease does not include the buildings and improvements collectively identified at the address 115 Simsbury Rd. West Granby, CT, (the "**Campus**," meaning the buildings and grounds comprising Town of Granby Assessor's account #2-57-115, and Mblu: G-30/66/94// but excluding the acreage not immediately contiguous to the buildings and parking lots: see Schedule B). This lease does include the barn/farm store at 111 Simsbury Rd. (the "**CSA Barn**") and any other Improvements currently located on the Land or developed after the date hereof and constructed by Lessee with Lessor's permission (collectively, the "**Friends Improvements**"). "**Improvements**" shall mean: 1) anything constructed or erected; the use of which requires permanent location on, above or under the ground, or attachment to something having a permanent location on, above or under the ground; and 2) the planting or sowing of any crop or plant that has a life expectancy of more than one year. The Land (excluding the Campus as depicted in Schedule B), CSA Barn, and Friends' Improvements are collectively referred to as the "**Leased Premises**."

2. Title and Use.

Lessor warrants to Lessee that Lessor has a good and lawful right to enter into this Leased Premises subject only to the terms and restrictions of the Conservation Easement between the Lessee and the Granby Land Trust, Inc., dated October 26, 2022, and made a part of this Lease as Schedule C. The

HOLCOMB FARM LEASE AND USE AGREEMENT BETWEEN THE TOWN OF GRANBY AND HOLCOMB FARM, INC.

Lessor covenants with the Lessee that the Lessee, upon paying the compensation in the manner specified and performing the covenants and agreements herein contained, shall be entitled to use and enjoy the Leased Premises for the duration of this lease, and any extensions, unless the Parties mutually agree to termination. Lessor also represents that the Leased Premises and the Permitted Use (as defined below) are currently permitted under all certificates of occupancy and zoning rules and regulations of the Town of Granby.

3. Use and Occupancy of Leased Premises.

a. Lessee may use and occupy the Leased Premises: (i) to engage in farming, passive recreation, community engagement and events, and educational and charitable activities; (ii) to engage in the public retail sale of produce grown at the Farm, and other agricultural products; (iii) to engage in the distribution of food to people in need through the Friends of Holcomb Farm's Fresh Access ("Fresh Access") program; (iv) to develop and maintain trails for public use; (v) to manage the open space, fields, meadows and woodlands, including development and maintenance of an arboretum; and (vi) such other activities as may be in furtherance of the foregoing uses and/or subsequent uses which may be mutually agreed between the Lessor and Lessee (collectively, the "Permitted Use of Land"). In carrying out the Permitted Use of the Land, and in conformance with the Conservation Easement, where applicable, Lessee agrees that it will maintain or cause the maintenance of environmentally acceptable practices.

b. Lessor may use and allow the public to use the Farm (but not the CSA Barn, land under active cultivation, or Friends' Improvements) in any manner consistent with the Conservation Easement, and which does not interfere with Lessee's use of the Leased Premises. Except for incidental uses done in conjunction with the use of the Campus, Lessor shall provide Lessee reasonable advance notice before conducting or allowing any Programmed Use of the Leased Premises. A **Programmed Use** is any use which requires the participants to pre-register with or pay a fee to the Lessor.

4. Maintenance and Repair; Construction of Improvements.

a. Lessee will maintain the Leased Premises in good condition,

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reasonable wear and tear and casualty damage excepted.

b. Lessor shall have the right to enter and inspect the Leased Premises at any time.

c. Lessor shall have the right to use the two hundred and seventy-seven (277) acres preserved through the Conservation Easement, identified in Schedule D, for Programmed Uses. Lessor shall take care to not disturb the Leased Premises, including any shrubs, trees, vegetation, crops growing thereon, or any farm animals, or interfere with Lessee's Permitted Use, except to the extent necessary to inspect or perform emergency services. If Lessor's activities will necessitate any such disturbance or interference which cannot be avoided, Lessor shall notify Lessee in advance of the nature of the anticipated disturbance. Lessor shall remove any debris or refuse, whether natural or manmade, resulting from Lessor's activities and restore the Farm substantially to the condition existing as of the commencement of Lessor's activities.

d. Notwithstanding the foregoing, Lessee shall have the right to use the North Barn at the Campus, at no charge, up to two (2) times in any calendar year, subject to (i) availability, (ii) use is prohibited during "peak times" as determined by the Lessor's Park and Recreation Department, and (iii) all applicable rules shall govern the use of the Campus. Lessee shall also have the right to use the workshop up to twelve (12) times in any calendar year.

e. Lessee's Obligations and Agreements:

- i. Lessee agrees that it will not erect any non-removable improvements on the Land or make any Improvements without advising Lessor in advance, and receiving written approval of Lessor, such approval not to be unreasonably withheld, conditioned or delayed.
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operation of an agricultural operation thereon, including without limitation, those practices outlined in Schedule E, "Farming Conservation Provisions." Lessor may enter the Leased Premises at any reasonable time, upon prior notice and without interruption of Lessee's Permitted Use, for inspection and to conduct soil tests, make surveys to ensure compliance with erosion control requirements and environmental regulations, or for any other purpose authorized by law.

- iii. The Lessee shall also be responsible for the development and maintenance of the hiking trails, and any other Friends' Improvements such as the tree trail, arboretum, and other Improvements made as a part of its use of the Land. Lessee agrees to use its best efforts to maintain public trails that total not less than ten (10) miles.
- iv. Lessee will provide to Lessor, prior to July 1 of each year, an annual written report documenting its operations and use of the Leased Premises. Such report shall include: 1) financial statements of Lessee for the previous year; 2) documentation detailing Lessee's operations and uses of the Leased Premises for the previous year; 3) documentation demonstrating Lessee's compliance with its obligations under the Lease; and 4) such other information as the Lessor may request or Lessee wishes to provide.

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through the Senior Center.

c. If at any time there is a waiting list for CSA shares, Lessee agrees that shares will first be made available to residents of the Town of Granby.

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a. Lessor shall pay all property taxes, assessments, sewer use charges, rates and other utility charges, general and special, ordinary and extraordinary, of any kind and nature which may be assessed on the Leased Premises, with the exception of charges described in (b) below and any charges associated with the CSA Barn and Friends' Improvements. Lessor may charge Lessee for its proportionate share of any such taxes, assessments or charges.

b. Lessee shall make its own contracts and pay all charges for water, gas, electricity, heat, telephone or other communication services, cleaning services, refuse removal and other utilities used, rented or supplied upon or in connection with the Permitted Use of the CSA Barn and Friends' Improvements.

c. Lessee shall be responsible for and shall pay or cause the payment of all taxes and assessments, if any, on its and its sublessee(s)' business and trade fixtures, machinery, equipment and all personal property.

7. Compliance with Law.

Lessee shall, during the term hereof; comply with and shall cause the Leased Premises to comply with all local, state and federal laws, regulations, ordinances and restrictions. The Lessee shall operate the Leased Premises as a tax-exempt entity and shall provide the Lessor with the applicable IRS 501(c)(3) designation letter issued by the United States Internal Revenue Service.

8. Liens.

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to anyone holding any interest in the Leased Premises. If any Mechanics' Lien shall be filed, the Party who engaged the lienor shall, within thirty (30) days after notice of the filing, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise; provided that such party shall have the right to contest, with due diligence, the validity or amount of any such claimed lien.

9. Amendment and Termination.

- a. The term of this Lease shall be 15 years ("Term"). Upon expiration of the Term, the Lessor agrees that this lease may be renewed, at Lessee's option, subject to mutually agreeable renewal terms. Lessee shall provide Lessor written notice of its intent to renew at least six months prior to expiration of the Term.
- b. During the term of this Lease, amendments may be made, in writing, subject to mutual agreement of the parties.
- c. In the event of any default under this Lease, Lessor may provide Lessee with a notice of default and an opportunity to correct such default. If Lessee fails to correct the default, other than a failure to pay rent or additional rent, Lessor may terminate this Lease by giving a 60 day written notice. If the default is Lessee's failure to timely pay rent or additional rent as specified in this Lease, Lessor may terminate this Lease by giving a 30 day written notice to Lessee. After termination of this Agreement, Lessee remains liable for any rent, additional late, costs, including costs to remedy any defaults, and damages under this Lease. If Lessee does not perform any of its obligations under this Lease, Lessee will pay Lessor the amount that Lessor has spent in performing Lessee's obligations, in addition to the Rent. Lessee also will pay Lessor interest on any amount Lessee owes Lessor which is past due. The interest will be at the rate of twelve percent (12%) per year. In the event that Lessor should require the services of an attorney, file a suit or resort to other procedures in order to compel the Lessee's compliance with the Lessee's obligations, the terms of this Lease or other applicable laws, rules or codes, the Lessee agrees to reimburse all expenses incurred by the Lessor in doing the same.
- d. The parties may, by mutual agreement, terminate this Lease and Use Agreement. Should such termination be agreed to, Lessee shall, within ninety (90) days and if so requested by the Lessor, remove or

HOLCOMB FARM LEASE AND USE AGREEMENT BETWEEN THE TOWN OF GRANBY AND HOLCOMB FARM, INC.

cause the removal of any Friends Improvements placed by it on the Leased Premises, which the Lessor has requested be removed, its business and trade fixtures, machinery, equipment, furniture, furnishings, and all personal property (collectively, "**Lessee's Property**") and restore the Leased Premises to its original condition, reasonable wear and tear, permanent plantings, hiking trails and casualty damage excepted. Except as otherwise provided herein, Lessee's Property, whether or not attached to the Leased Premises, which are installed by or for the account of Lessee and can be removed without permanent damage to the Leased Premises, shall be and shall remain Lessee's property and may be removed by Lessee prior to the termination of this agreement whether or not said items are considered fixtures and attachments to real property under applicable laws; provided, however that if any of Lessee's Property is removed, Lessee shall repair, cause to be repaired, or pay the cost of repairing any damage to the Leased Premises resulting from such removal.

10. Insurance and Indemnification.

- a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Leased Premises resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties, and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation.
- b. Lessor and Lessee each agree that at its own cost and expense, each will maintain liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence. Lessor and Lessee each agree that it will include the other Party as an additional insured.

HOLCOMB FARM LEASE AND USE AGREEMENT BETWEEN THE TOWN OF GRANBY AND HOLCOMB FARM, INC.

- c. In addition, Lessor shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the CSA Barn at full replacement cost, as the same shall exist from time to time, without a coinsurance feature. Lessor's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the CSA Barn required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss.
- d. Tenant agrees that it shall procure insurance on its own personal property which may be located on the Land.
- e. Subject to subsection f. below, each Party shall indemnify and hold the other, together with their respective agents, officers and employees, harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the gross negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.
- f. In no event will either Party be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of rights or services, incidental, punitive, indirect, special or consequential damages, interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- g. Each Party shall provide to the other proof of such insurance in a form conforming with the terms of this Lease no later than commencement of the Lease and each subsequent year, or whenever a Party's insurance

HOLCOMB FARM LEASE AND USE AGREEMENT BETWEEN THE TOWN OF GRANBY AND HOLCOMB FARM, INC.

coverage changes, including a change of carrier or agent. Proof of insurance shall be sent to each Party at their address first set forth above.

11. Subletting; Successors and Assigns.

Lessee may not sublet the Leased Premises or mortgage, sell, assign or transfer its rights pursuant to this Lease without the written consent of Lessor.

12. Notice and Demand.

All notices or demands required or permitted hereunder or under any statute shall be in writing and hand delivered or sent, postage prepaid, by either overnight courier or first-class mail to:

LESSEE:

Holcomb Farm, Inc.
113 Simsbury Road
West Granby, CT 06060
Attention:

LESSOR:

Town of Granby
15 North Granby Road
Granby, CT 06035
Attention: Town Manager


13. Miscellaneous.

The paragraph headings contained in this Lease are for reference purposes only and shall not control or affect its scope or interpretation in any respect. This Lease and its interpretation shall be governed by the laws of the State of Connecticut. The rights and obligations of the Parties hereto shall inure to the benefit of, and be binding upon, their respective heirs, successors and assigns.

**HOLCOMB FARM LEASE AND USE AGREEMENT BETWEEN
THE TOWN OF GRANBY AND HOLCOMB FARM, INC.**

HOLCOMB FARM, INC.

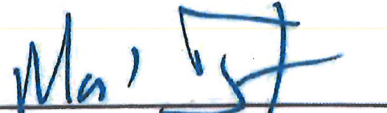
TOWN OF GRANBY

By 

Name *Robert Bystronski*

Title *President*

Duly Authorized

By 

Name: Mark H. Fiorentino

Title: First Selectman

Duly Authorized

HOLCOMB FARM LEASE AND USE AGREEMENT BETWEEN THE TOWN OF GRANBY AND HOLCOMB FARM, INC.

DOCUMENTS TO BE APPENDED:

Schedule A: Map depicting whole of Holcomb Farm (approximately 310 acres)

Schedule B: Map outlining the buildings, parking areas, and proximate land intended to remain in full control of the Town, as "the Campus."

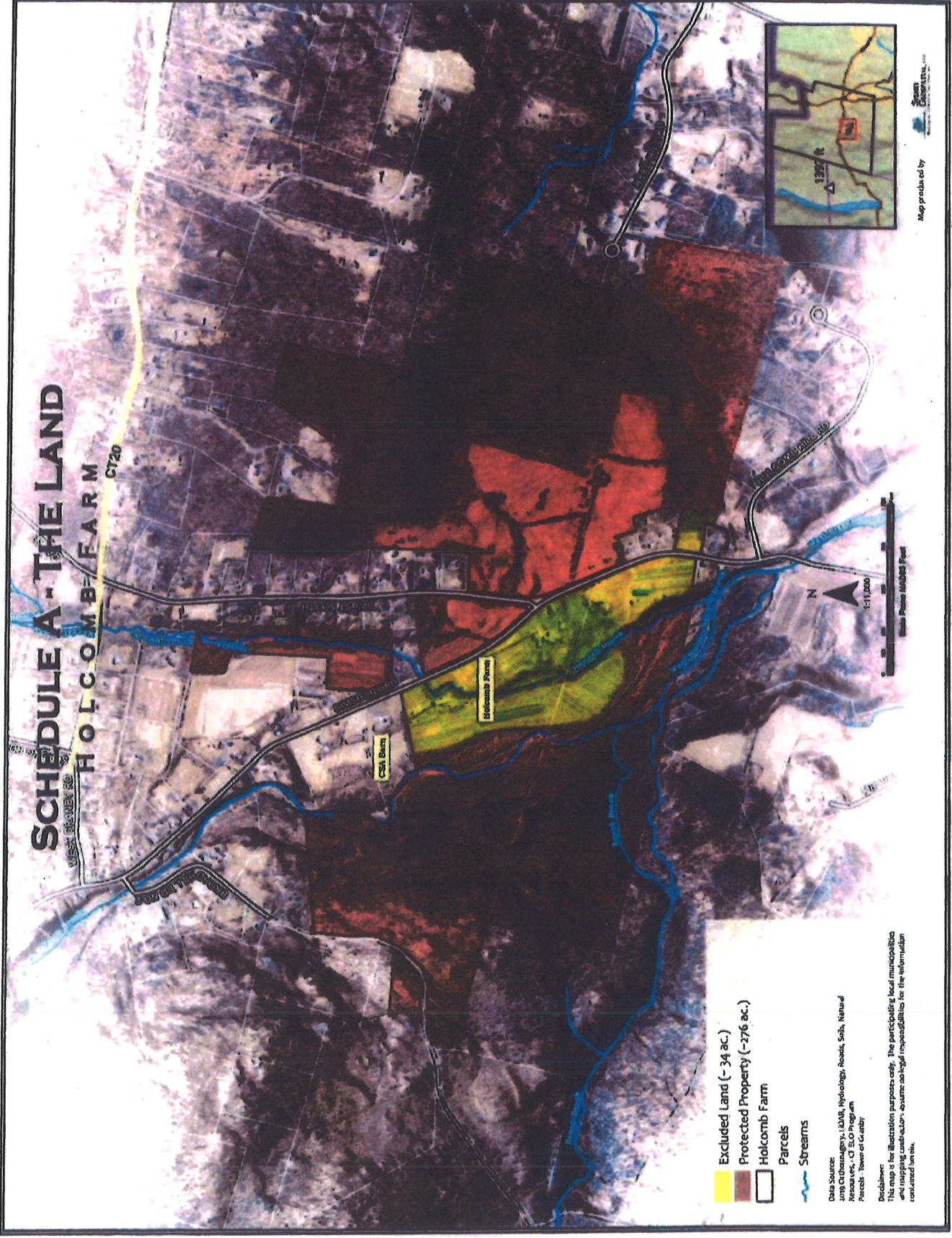
Schedule C: Executed Conservation Easement on Protected Land (approximately 277 acres)

Schedule D: Map of Conserved Land (separate from "Excluded Land")

Schedule E: Farming Conservation Practices

SCHEDULE A - THE LAND

HOLCOMB FARM



- Excluded Land (~34 ac.)
- Protected Property (~276 ac.)
- Holcomb Farm
- Parcels
- Streams

Data Source:
 1998 Orthophotography, LIDAR, Hydrology, Roads, Soils, Natural Resources, CT SLO Program
 Parcels - Town of Grafton

Disclaimer:
 This map is for informational purposes only. The participating local municipalities and planning commission assume no legal responsibilities for the information contained herein.

Map produced by
 Salem County Planning Board

SCHEDULE B - THE CAMPUS

PART OF THE EXCLUDED LAND



Excluded Land (~34 ac.)

Parcels

Holcomb Farm

Holcomb Farm Campus

Streams

Data Source:
 Planning Commission, LIDAR, Hydrology, Roads, Soils, Natural
 Resources, and
 CT DEP Program
 Period: Town of Granby

Disclaimer:
 This map is for illustration purposes only. The participating local municipalities
 and mapping contractors assume no legal responsibility for the information
 contained herein.

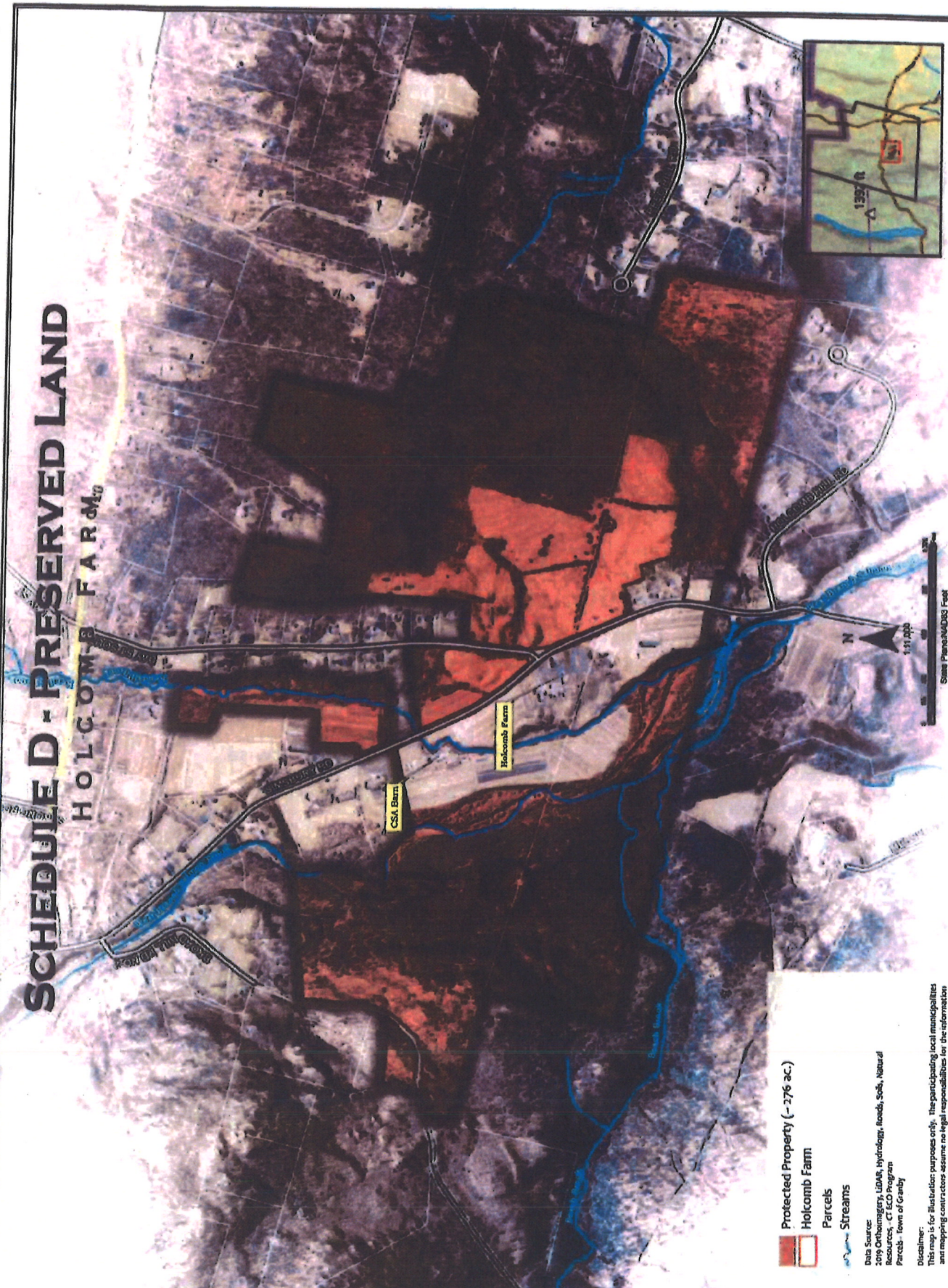


Map produced by
 State of Connecticut
 Department of Transportation

See
Draft Conservation
Easement

SCHEDULE D - PRESERVED LAND

HOLCOMB FARM



- Protected Property (~276 ac.)
- Holcomb Farm
- Parcels
- Streams

Data Source:
2019 Orthomosaic, LIDAR, Hydrology, Roads, Soils, Natural Resources, CT ECD Program
Parcels - Town of Granby

Disclaimer:
This map is for illustration purposes only. The participating local municipalities and mapping contractors assume no legal responsibilities for the information contained herein.

Map produced by
Spartan Consulting, LLC

Schedule E: Conservation Provisions for Farmed Portions of Leased Land

- Keep the lease premises neat and orderly.
- Prevent noxious weeds from going to seed on said premises, destroy the same and keep the weeds and grass cut.
- Prevent all unnecessary waste, loss and/or damage to the property of the landlord.
- Keep the buildings, fences and other improvements in as good repair and condition.
- Comply with pollution control and environmental protection requirements as required by local, state and federal agencies.
- Implement water conservation and soil erosion control practices to comply with the soil loss standards mandated by local, state and federal agencies.
- Generally follow NRCS and Farm Service Agency recommendations and maintain all other requirements necessary to qualify current and future farm operators for participation in federal farm programs.
- Haul and spread manure on appropriate fields at times and in quantities consistent with environmental protection requirements.
- Take proper care of all trees, vines and shrubs, and prevent injury to the same.
- Do not plow permanent pasture or meadowland unless otherwise permitted.
- Protect waterways, water bodies and riparian areas.
- Lessee shall not establish or maintain a commercial feedlot, which is defined for the purposes of this lease as a confined area or facility within which the land is not grazed or cropped at least annually, and which is used primarily to receive and hold livestock that has been raised off the premises.
- Lessee shall carefully control livestock access to surface water, including rivers, streams, lakes and ponds other than those constructed for the purpose of livestock watering.
- Lessee and Lessor recognize the possibility that weeds may result from certain practices that promote the conservation and long-term productivity of the leased premises and will take this into account in maintaining the attractive appearance of the farm.
- Lessee will use mechanical and non-chemical means as primary methods of

controlling weeds on crop ground.

- Lessee agrees to minimize use of herbicides by employing integrated weed strategies as the primary means of weed control.
- Lessee will mow road ditches and field edges in accordance with local, state and federal law and will not mow ditches, field edges, grass waterways, set-aside acres and other areas of vegetation until after the nesting period for game birds and songbirds has passed.
- Lessee will employ contour farming on any slopes that will experience soil erosion if farmed another way, even if classified as non-highly erodible land.
- If fieldwork is done in the fall, at least two-thirds of the soil will be left covered with crop residue.
- If such programs are implemented, Lessee agrees to haying and/or grazing plans approved by NRCS or the Lessor.
- Lessee agrees to test the soil periodically for residual nitrogen and phosphorus.
- Lessee will compute credits for manure and previous legume crops before applying additional nutrients.
- Lessee agrees to minimize the use of insecticides by employing pest management strategies as the primary means of pest control.
- Fields shall be conservation tilled and planted on the contour or no-tilled on erodible ground.
- A cover crop shall be seeded on corn ground harvested for silage.
- Lessee will not plant genetically modified crops on any of the lease premises.