

## Land Lease Agreement

This Land Lease Agreement (this "Agreement") is entered into by and between Robert P. Packard and Ella Mae Littlefield Packard, with an address at 76 Littlefield Road, Lisbon, Maine 04250 ("Landlord") and Cultivating Community, a Maine nonprofit corporation with offices at 52 Mayo St, P.O. Box ~~268~~<sup>3792</sup>, Portland, ME 04104 ("Tenant"), as of the 1st day of ~~July~~<sup>October</sup>, 2009.

WHEREAS, Landlord owns certain land at 76 Littlefield Road, Lisbon, Maine, known as Packard -Littlefield Farm (the "Farm"); and

WHEREAS, Landlord has the right to sub-let such land, in whole or in part, as Landlord may choose; and

WHEREAS, Tenant operates a program known as the New American Sustainable Agriculture Project ("NASAP"); and

WHEREAS, NASAP coordinates a farm training program that serves recent immigrant farmers in the greater Lewiston and Portland, Maine areas; and

WHEREAS, Landlord and NASAP share mutual goals of farmland preservation and strengthening Maine agriculture by supporting practitioners of sustainable agriculture, while simultaneously supporting the growth of economically viable small farming businesses; and

WHEREAS, Tenant wishes to lease from Landlord for use by NASAP, and Landlord wishes to lease to Tenant for use by NASAP, certain farmland, storage space, farm equipment/services and water access; and

WHEREAS, the entire farm property of one hundred ninety four and seven-tenths (194.7) acres is permanently protected under an Agricultural Conservation Easement (the "Easement") granted by Landlord to the Androscoggin Land Trust (the "Land Trust"), a non-profit corporation having a mailing address of P.O. Box 3145, Auburn, ME 04212, executed and recorded on November 10, 2004 in the Androscoggin County Registry of Deeds, Book 6137, Page 241; and

WHEREAS, the State of Maine, Department of Agriculture, Food & Rural Resources ("DAFRR") and the United States, acting through its Secretary of the USDA, hold Third Party Rights of Enforcement of the terms of this Easement and other rights therein; and

WHEREAS, the interests of the DAFRR and the Land for Maine's Future Program are further outlined in a Project Agreement between the Land Trust and DAFRR dated September 14, 2004; and

WHEREAS, the purposes of the Easement are as follows:

To preserve availability of the Protected Property forever for agricultural use by permanently preserving and protecting its agricultural productivity, including its agricultural soils, agricultural viability, natural resource values and agricultural affordability; and

To prohibit any activity which may impair the Protected Property's agricultural productivity, including its agricultural soils, agricultural viability, and natural resource values; and

To provide a significant public benefit by protecting and preserving in perpetuity the highly scenic and open views across the Protected Property onto the Sabattus River and No Name Brook enjoyed by the general public who travel along Littlefield Road; and

To the extent that the preservation and protection of the natural habitat, wildlife habitat and open space values referenced in this Easement are consistent with the primary agricultural preservation purposes stated above, this Easement shall also protect such values, and no activity which significantly impairs those values shall be permitted; and

To protect agricultural values of land (soils, water sources, old growth timber stand) and the existing and potential agricultural infrastructure.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, with the consent of the Land Trust as holder of the Easement, agree as follows:

1. Land.

Landlord hereby leases to Tenant for use by NASAP, and Tenant hereby leases from Landlord for use by NASAP, acreage on both sides of Littlefield Road at 76 Littlefield Rd, Lisbon, Maine, to be specifically designated annually pursuant to the procedure described in Section 3 below (the "Assigned Land").

2. Term; Right to Renew.

The term of this Agreement shall be from October 1st, 2009 to December 31, 2013. Landlord, at its sole discretion, may invite Tenant to renew or renegotiate this Agreement by November 30, 2013. Any such renewal or renegotiated term shall be evidenced in writing and signed by both parties. In the event that Tenant does not wish to renew this Agreement or if Landlord does not extend the invitation for renewal, Tenant will surrender the Assigned Land at the expiration of the term of this Agreement, or sooner, in good condition and to the reasonable satisfaction of Landlord. Tenant will also remove all of its supplies and equipment from the Farm.

3. Rent.

The total number of acres leased each year of the term is negotiable and shall be established by mutual agreement and evidenced in writing signed by both parties by November 1st of each year. Landlord agrees to invoice Tenant for rent by November 15<sup>th</sup> of each year. Tenant agrees to pay an annual rent of \$200/acre for land during the term, to be paid in full by April 1st of each year. Should Tenant develop Permanent Structures

(as described in Section 8 below) such that Landlord's real estate tax liabilities on any Assigned Land increase, Tenant agrees to pay an additional \$10/acre for land with access to an irrigation system. Invoices for rent should be sent to the NASAP Project Director at the address set out in Section 11 below.

The rent for any renewed or renegotiated term shall be established by mutual agreement and evidenced in writing signed by both parties.

4. **Use of Premises.**

During the term of the Agreement, Tenant and its NASAP project farmers will have the exclusive right to farm on the Assigned Land.

5. **Equipment and Services Rental.**

At Tenant's request, Landlord shall provide to Tenant services such as tilling and mowing. The equipment, such as a tractor and plow, will be driven by Landlord and/or Landlord's designee. Tenant will pay \$45 an hour for services requested. Such requests may only be made by the NASAP Project Director. Invoices for equipment and services rendered should be sent to the NASAP Project Director at the address set out in Section 11 below.

6. **Irrigation Services and Sanitation Facilities.**

With Landlord's approval and assistance, Tenant may set up an irrigation system to serve the Assigned Land. Tenant agrees to provide access to restroom and sanitation facilities. Tenant agrees to provide access to potable water and to erect a wash station for farmers to wash vegetables according to Good Agricultural Practice (GAP) standards.

7. **Storage Space Rental.**

Landlord will provide Tenant with designated pole-barn garage storage space at the Farm. Tenant will pay Landlord \$40/month (\$480 annually) for the use of space.

8. **Permanent Structures.**

To support NASAP's agricultural activities, Tenant has erected one ground-pole-and-baseboard-type greenhouse which will alternate between cloth ground cover and earthen floor, depending on seasonal production priorities; drilled and connected one well that includes a twenty (20) foot casing and water pump; and installed an underground electric line with a meter electricity to bring power from the nearest pole on King Rd. to the water pump and greenhouse (all collectively, the "Permanent Structures" as described on the Final Design Plan 2008, a copy of which is attached hereto as Exhibit A). Tenant may, but shall have no duty to, maintain the Permanent Structures. At the expiration or earlier termination of this Agreement, Tenant shall remove the greenhouse structure within 30 days. The well and electric line will remain on site and become the property of Landlord.

Tenant may also erect a portable storage shed and perimeter fencing on the Assigned Land.

9. Compensation to Tenant for Unused Value of Improvements.

Except as specifically set forth herein, Landlord shall own the Permanent Structures. Should the Tenant terminate this Agreement prior to its expiration, Tenant shall not be entitled to payment for the unused value of the Permanent Structures. Should Landlord terminate and/or deny renewal of the Agreement due to no fault of the Tenant, Tenant shall be entitled to payment for the unused value of the Permanent Structures and any other improvements that were made with the Landlord's consent according to the following schedule:

Improvement	Proportion (%) remaining after				
	year 1 (2010)	year 2 (2011)	year 3 (2012)	year 4 (2013)	Year 5 (2014)
Well	80	70	60	50	0
Electric	80	70	60	50	0
Lime	30	0	0	0	0
Compost	60	40	20	0	0

10. Liability and Indemnification.

Tenant shall hold Landlord harmless for Tenant's use of the Land and Tenant's operation of its tools and equipment. Tenant shall maintain a minimum two million dollar liability insurance policy on the leased land all times. Additionally, the landlord shall be named as an additional insured on Tenant's liability insurance policy.

11. Site Manager.

Tenant's initial Site Manager will be NASAP's Project Director, Amy Carrington. All correspondence, including all invoices and requests for negotiated terms, should be sent to her at [arc@CCmaine.org](mailto:arc@CCmaine.org) or to

~~New American Sustainable Agriculture Project~~  
~~P.O. Box 268, Portland, ME 04104~~

*amy@cultivatingcommunity.org*  
*Cultivating Community*  
*P.O. Box 3792*  
*Portland, ME 04107*

12. Training Guidelines.

In order to maintain and improve agricultural growing conditions on the Assigned Land, Tenant shall institute and abide by the Training Farm Site Guidelines 2008, a copy of which is attached hereto as Exhibit B, as said guidelines may be amended from time to time. All amendments shall be by mutual agreement and evidenced in writing signed by both parties.

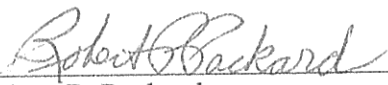
In consultation with Landlord and the Land Trust, Tenant agrees to apply for, and if accepted, participate in environmental enhancement programs which are operated and funded by the Androscoggin County Soil & Water Conservation and USDA's Natural Resources Conservation Program (NRCS).

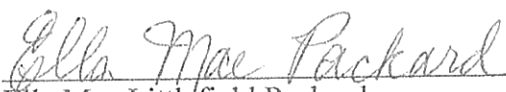
13. Governing Law.

This Agreement shall be governed by Maine law.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Land Lease Agreement as of the date first above written.

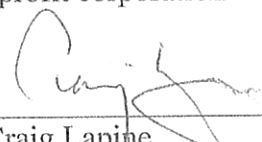
Landlord:

  
\_\_\_\_\_  
Robert P. Packard

  
\_\_\_\_\_  
Ella Mae Littlefield Packard

Tenant:

Cultivating Communitya Maine  
nonprofit corporation

By:   
\_\_\_\_\_  
Craig Lapine  
Executive Director

SEEN AND AGREED:  
Androscoggin Land Trust

By: \_\_\_\_\_  
Michael Auger

Exhibit A – Training Farm Site Guidelines