

# LEASE AMENDMENT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ between the Town of Ledyard, (Landlord) a municipal corporation situated in the County of New London and State of Connecticut (address: 741 Colonel Ledyard Highway, Ledyard, Connecticut 06365) and Walter Majcher (Tenant) of 188 Brickyard Road, Town of Preston, State of Connecticut, situated in the County of New London and State of Connecticut.

Property Description - The Landlord hereby leases to the tenant, to occupy and use for agriculture and related purposes the property located at 1025 Colonel Ledyard identified as A-8.1-F1 and A-12.1-F2 consisting of approximately 24.00 acres situated in Ledyard, Connecticut. 18.70 acres are located on the east side of Joe Clark Brook, while an additional 5.30 acres are located on the west side of Joe Clark Brook. (See attached map, "Addendum A"). Herein, the "Leased Premises".

Term of Lease - The provisions of this agreement shall be in effect for five (5) years commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and ending on \_\_\_\_\_, 2026. This five-year lease shall continue to be in effect thereafter unless written notice of termination is given by either party to the other at least-ninety (90) days prior to expiration of this lease or the end of any year of continuation.

Review of Lease - A written request is required for general review of the lease or for consideration of proposed changes by either party, at least sixty (60) days prior to the final date for giving notice to terminate the lease as specified above.

Partnership - It is particularly understood and agreed that this lease shall not be deemed to be, nor intended to give rise to a partnership relation between the Landlord and Tenant.

Transfer of Property - If the Landlord should sell or otherwise transfer title to the leased premises, such action will be done subject to the provisions of this lease.

Right of Entry - The Landlord, as well as agents and employees of the Landlord, reserve the right to enter the property at any reasonable time to (a) consult with the Tenant; (b) make repairs, improvements, and inspections; and (c) (after notice of termination of the Lease is given) do tilling, seeding, fertilizing, and any other customary seasonal work, none of which is to interfere with the Tenant in carrying out regular operations.

No right to sublease – The Landlord does not convey to the Tenant any right to lease or sublet any part of the Leased premises or to assign the Lease to any person or persons whomsoever.

Use of land - The land shall be used for agricultural purposes only. If it is impractical to farm the entire Leased premises, that portion of the land not used for farming shall be maintained to include regular mowing and brush removal. It is agreed the Tenant shall provide the labor necessary to maintain the leased premises during the Lease term and any renewal thereof, in as good condition as it was at the Lease commencement. Normal wear, depreciation and damage beyond the Tenant's control are expected. Tenant shall use diligence to prevent noxious weeds from going to seed on the Leased premises. Treatment of noxious weed infestation shall be in accordance with generally accepted farm practice for the State of Connecticut. The Tenant shall control soil erosion in accordance with an approved conservation plan and shall keep in good repair all terraces, open ditches, inlets and outlets of drains, preserve all established watercourses or ditches including grassed waterways; and refrain from any operation or practice that will injure or destroy such structures. Prior to application, the Tenant shall provide a list of fertilizers, pesticides, herbicides or other "agents" applied to the soil.

Structures – The Lease does not include the use of any structure currently standing on the property. The Tenant agrees not to erect or permit to be erected on the property any non-removable structure or building or add any electrical wiring, plumbing to any free-standing structure without the prior written consent of the Landlord.

Improvements – The Landlord agrees to allow the Tenant to make minor improvements of a temporary or removable nature which do not mar the condition or appearance of the Leased premises such as cutting brush to enable crossing the brook to access the lot on the west side of said brook. Improvements would be made at the at the Tenant's expense and in accordance with the Town's required permitting process and Land Use approvals.

Obligation – Neither party hereto shall pledge the credit of the other party hereto for any purpose whatsoever without the prior written consent of the other party. Neither party shall be responsible for debts or liabilities incurred, or damages caused by the other party.

Insurance – At all times during the Term of this Lease, the Tenant shall, at its sole cost and expense, procure and maintain for the benefit of itself and the Town, sufficient insurance meeting the Town's requirement of \$1,000,000.00 general liability. The Town shall be named as an additional insured and a certificate of insurance displaying compliance with said requirements shall be provided to the Town prior to Tenant commencement of use of the Leased premises.

Rent – The Tenant agrees to pay rent in the amount of \$80 per acre for 18.70 acre parcel on the east side of Joe Clark Brook and located on 1025 Colonel Ledyard Highway, total payment of \$1,496.00 per year for designated area. No rent shall be due

on the 5.30 acre parcel located on the west side of the Joe Clark Brook until such time the land is made suitable for farming purposes by the Tenant; at which time the total rent payment for the rent due would be adjusted. Rent shall be due on the date of the signing of this Lease and yearly thereafter on the anniversary of the Lease signing.

TENANT AND LANDLORD HEREBY CONSENT AND AGREE TO ALL OF THE TERMS AND CONDITIONS NAMED ABOVE.

TOWN OF LEDYARD

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Fred B. Allyn, III, Mayor

\_\_\_\_\_  
By \_\_\_\_\_  
Witness

Walter Majcher, Tenant

## ADDENDUM A (Leased Premises)

