Town of Durham

Selectman's Office
P. O. Box 428
Durham, CT 06422

Documents for Bid of

Howd Road Property Lease for Grass Crop Harvesting

Board of Selectman

Laura L. Francis - First Selectman

John T. Szewczyk - Selectman

Steven A. Levy - Selectman

Town of Durham
Legal Notice
Bid Notice

Sealed bids for the lease of Town property on Howd Road to conduct grass crop growing and harvesting will be accepted in the Selectmen's Office, 30 Town House Road, Durham, CT 06422 until 10:00 am on December 12, 2016 at which time they will be publicly opened and read.

Bid forms can be obtained at the above address, at www.townofdurhamct.org, or by calling (860) 349-3625.

Bidders must comply with all provisions listed in bid documents.

Laura Francis, First Selectman
Dated: November 25, 2016

INFORMATION FOR BIDDERS

Proposals Received

Sealed bids for the lease of town property on Howd Road to conduct grass crop growing and harvesting will be received at the Office of the First Selectman at the Durham Town Hall, 30 Townhouse Road, Durham, CT 06422, until 10:00 AM, local time, on December 12, 2016. Bids will be opened at that time and date.

Addenda and Interpretations

No interpretations of the meaning of the Plans or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretation shall be in writing, either by facsimile (FAX) at 860-343-6733 or by mail addressed to the First Selectman at the Durham Town Hall, P.O. Box 428, 30 Townhouse Road, Durham, CT 06422. To be given consideration, such requests must be received at least three (3) working days prior to the date fixed for the opening of bids.

Familiarity of the Work

Each Bidder shall fully inform himself prior to bidding as to existing conditions and limitations under which the work is to be performed, and shall include in his bid a sum to cover the cost of items necessary to perform the work as set forth on the Bid Form. No allowance will be made to a Bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the Bidder has made such examination.

The Town assumes no responsibility whatsoever with respect to ascertaining for the Lessee such facts concerning physical characteristics at the site of the project.

Disqualification of Bidders

More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders; and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No lease will be awarded except to a competent Bidder capable of performing the class of work contemplated.

Preparation of Proposals

The Proposal must be made upon the form contained herein. The blank spaces in the Proposals must be filled in correctly where indicated. The Bidder must state, both in words and in numerals, written or printed in ink, the annual rental price which he proposes to pay for the lease. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The Bidder shall sign his Proposal correctly. If an individual makes the Proposal, his name and post office address must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address of the firm, partnership, or corporation.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, the Bidder's address, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: First Selectman, Durham Town Hall, P.O. Box 428, Durham, CT 06422.

Irregular Proposals

The Town reserves the right to reject any proposals if they show any omission, alteration of form, additions not called for, conditional bids, or irregularities of any kind.

Withdrawal of Proposals

If a Bidder wishes to withdraw his Proposal, he may do so before the time fixed for the opening of bids by communicating his purpose to the Durham First Selectman. Upon such notice, the Proposal will be made available unopened to the Bidder at the Durham First Selectman's Office. Proposals are considered valid, and may not be withdrawn, cancelled or modified for ninety (90) days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

Insurance

Before execution of the Contract, the Proposer will be required to file with the Town a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Town, shall name the Town as an additional insured party on the form furnished with these specifications.

a. Worker's Compensation Insurance: With respect to all operations the Proposer performs and all those performed for it by subcontractors, the Lessee shall carry workmen's compensation insurance in accordance with the requirements and the laws of the State.

b. Commercial General Insurance: The Lessee shall carry regular Commercial General Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of $1,000,000, combined single limit, for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide at total or aggregate coverage of $2,000,000 for all damages during the policy period.

c. Automobile Liability Insurance: The operation of all motor vehicles, including those hired or borrowed, used in connection with the project, shall be covered by Automobile Liability Insurance. The insurance shall provide coverage for accident or occurrence in the amount of $1,000,000, combined single limit, for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property.

d. Lessee's Indemnification: A signed Lessee's indemnification form must be completed prior to approval of final lease document. (see Appendix B)

e. Termination or change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Town by certified mail at least thirty (30) days in advance of termination, or any change in the policy. No such change shall be made without prior written approval of the First Selectman.

f. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the Town against all damages, even if groundless.

g. Compensation: There shall be no direct compensation allowed the Proposer on account of any premium or other change necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.

Hold Harmless & Indemnification

The Town does not waive their right to subrogation. The lessee, all subcontractors and suppliers shall at all times indemnify and hold harmless the Town, their officers, agents, and/or employees against any and all claims, demands, damages, losses, judgments, costs, workers' compensation payments, litigation expenses and counsel fees arising out of injuries to the person (including death), damage to the property, or any damages resulting from breach of contract that alleged to have been sustained.

The existence of insurance shall in no way limit the scope of this indemnification. The lessee further undertakes to reimburse the Town for damages to the property caused by the lessee, or his employees, agents, subcontractors or material men or by faulty, defective or unsuitable material or equipment used by him or them.

Sales Tax

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. Upon request, the Owner will furnish the successful Bidder a sales tax exemption letter.

Collusion

By offering a submission to this RFP the proposer certifies the proposer has not divulged to, discussed or compared his proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Complete Appendix A and submit with proposal.

Compliance with Federal and State Regulations

The Lessee shall be responsible for full compliance with any Federal and/or State laws, regulations and standards, as applicable to any project fully or partially funded by State and/or Federal funding agency.

Permits

All licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes and regulations in connection with the prosecution of the work shall be obtained by the Lessee. Fees will be waived upon approval of the First Selectman.

Right to Correct and Reject

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension or decimal point error.

The Town reserves the right to reject any, or any part of, or all proposals; to waive informalities, irregularities, defects and/or technicalities, and, if it so chooses in its sole discretion, to accept the Proposal which the Town deems to be in the best interest of the Town, whether or not it is the lowest dollar amount.

Not a Contract Offer or a Contract

This proposal is not a contract offer, and no contract shall exist unless and until a written contract is signed by the Town and the successful proposer.

General Conditions

A. The Town reserves the right to reject any or all proposals, if deemed not in the best interest of the Town.

B. Minor variations to the specifications not affecting the lessee's ability to perform properly will not disqualify a proposal from consideration.

C. All Federal, State and Local laws and regulations must be complied with.

General Specifications

A. Lessee Responsibilities

B. Lessee shall be responsible for all damages caused by their work.

C. Lessee must comply with all Federal, State and local laws and regulations.

D. Proposal Acceptance and Effect

Acceptance of this proposal shall bind the successful party to execute the lease within the time and manner as set forth within this document, making them responsible and liable for the failure to execute as prescribed.

E. Compliance with Proposed Lease Agreement

Lessee agrees to abide by all terms outlined in the proposed lease agreement included in the document as Appendix C.

E. As specified in the Proposed Lease Agreement, the Lessee shall have the responsibility of annually maintaining/cutting berms on the field to prevent the encroachment of the woody vegetation on the berms into the grassland. If the bidder does not possess the equipment to conduct this maintenance/cutting themselves, the bidder may specify that a contractor will be hired at their expense to conduct the maintenance/cutting.

Bid Form

Proposal of _____* (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as_____ to the Town of Durham (hereinafter called the "Town").

*Insert "a corporation," "a partnership," or "an individual" as applicable.

In compliance with your Invitation to Bid, Bidder hereby proposes to lease land offered by the Town of Durham in strict accordance with the provisions including in the draft lease and all attachments provided in the Bid Documents and at the prices stated below.

By submission of this Bid, each Bidder certifies that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any competitor.

The Town reserves the right to waive any informalities or defects in any bid. The Town also reserves the right to refuse any and all proposals and is under no obligation to accept the lowest bid if the Town's Board of Selectmen, in its sole discretion, deems it to be in the best interest of the Town.

I, the undersigned, have examined and carefully read all the attached or referenced documents and hereby agree to furnish at the net price indicated all labor and equipment in accordance with the specifications and conditions contained in these documents.

_____

(Company) Name

_____

Mailing Address

_____

Authorized Signature

_____

Print Name (Title) Date

Telephone Number (_____) _____

Fax Number (_____) _____

Bid Proposal

I, _____, submit the following proposal for Grass Crop Harvesting on Howd Road Property:

Annual Rent for First Season	$ _____
Annual Rent for Second Season	$ _____
Annual Rent for Third Season	$ _____
Annual Rent for Fourth Season	$ _____
Annual Rent for Fifth Season	$ _____

APPENDIX A

Town of Durham
Non-Collusive Bid Statement

Project: _____

Bid Opening Date: _____

Bidder's name and address: _____

_____

Name of person signing this statement: (PLEASE PRINT)

_____

To the Town of Durham:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion and without any agreement, understanding, or planned common cause of action with any other vendor of material, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or person prior to the official opening of the bid.

Dated at: _____

On: _____

Signature: _____

Title: _____

APPENDIX B

Do Not Submit with Bid – For Informational Purposes Only

Town of Durham
Lessee's or User's Indemnification Form

The undersigned, hereinafter referred to as the Lessee, in leasing or requesting the use of the Howd Road Property, Durham, CT agrees that he or it will indemnify and save harmless the Town of Durham and its officers, agents, servants, named as co-defendant in any claim or suit, or account of any and all claims, damages, losses, worker's compensation payments, judgments, litigation expenses and counsel fees arising out of injuries to the person (including death) sustained by or alleged to have been sustained by the servants, employees or agents of Town of Durham or by any officers, agents or servants of the Lessee or by any participant or spectator, or arising out of damage to property real or personal alleged to have been caused in whole or in part by acts or omissions of the Lessee or any participant or spectator or anyone directly or indirectly employed or working for the Lessee, including volunteers, in connection with the lease or use of Howd Road Property. The Lessee further undertakes to reimburse the Town of Durham for any damage to its real or personal property occurring in connection with the lease or use of Howd Road Property by Lessee unless the damage is caused by Town of Durham.

STATE OF CONNECTICUT:

: ss.

COUNTY OF _____:

Signed:

_____
Lessee or User

By _____

Address _____

Date _____

Subscribed and Sworn to before me on

This _____ day of _____, _____

_____

Notary Public

APPENDIX C

Do Not Submit with Bid – For Informational Purposes Only

TOWN OF DURHAM LEASE

THIS INDENTURE made this ___day of _____, 2016, by and between the TOWN OF DURHAM, a municipal corporation organized and existing under the laws of the State of Connecticut, acting hereby by _____, its _____, duly authorized, hereinafter called "Lessor" and _____ of the Town of _____, County of _____ and State of _____, hereinafter called "Lessee";

WITNESSETH:

1. **Leased Premises**

   That the Lessor has leased and does hereby lease to the Lessee that certain piece or parcel of land (the "Premises" or the "leased premises") located in the Town of Durham, County of Middlesex and State of Connecticut, more particularly described on Schedule A attached hereto and made a part hereof.

   Said leased premises shall be subject to any easements and rights of way or other encumbrances as set forth in the Durham land records together with any easements and rights of way pertaining to the premises. Lessor herein reserves unto itself the right to enter and re-enter upon said property for the purposes of maintaining, inspecting, repairing or using any such easements, rights of way or other encumbrances owned by the Lessor.

2. **Use by Lessee**

   It is hereby understood that said leased premises are to be used by the Lessee solely for the purpose of growing and harvesting grass for fodder. Lessee shall comply with the University of Connecticut information sheet regarding soil and fertilizer nitrogen, marked Exhibit A, appended hereto and made a part hereof.

   Soil Sampling: Lessee shall obtain annual soil samples in manner recommended in Exhibit A. Cost of testing samples will be accrued by Lessee.

   Fertilization and/or Liming: Lessee shall apply fertilizer and/or lime in a manner as recommended by soil sample results.

Pesticides: The term “pesticide” means (1) any substance or mixture of substances

intended for preventing, destroying, repelling any pest and (2) any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant. This includes fungicides, herbicides, insecticides, larvicides, and rodenticides. Any and all pesticides may only be applied with prior written approval of the Conservation Commission.

The Lessee shall provide the Conservation Commission with an annual report of fertilizer and/or lime application on or before December 31 of each year of the term of this lease.

The Lessee agrees to comply with the provisions of any amendment or update of any publication identified in this section.

The Lessee agrees to annually maintain/cut berms on the field to prevent the encroachment of the woody vegetation on the berms into the grassland. If the Lessee does not possess the equipment to conduct this maintenance/cutting themselves, a contractor will be hired at their expense to conduct the maintenance/cutting.

The Lessee also agrees to comply with all pertinent requirements of the Conservation Easement on the property in favor of the State of Connecticut as identified in Volume168, Page546 in the Durham Land Records.

The Town of Durham may make periodic inspections of the leased premises to insure compliance with the foregoing, and the Lessee agrees to comply with any reasonable recommendations of the Town of Durham.

Lessee further covenants and agrees as follows:

Not to cut timber, conduct mining or drilling operations, remove sand, gravel or associated substances from the ground, or commit waste of any kind, and not in any manner to substantially change the contour or condition of the Premises;

Not to construct any permanent structure on the Premises and not to construct any temporary structure without the prior written consent of the Lessor;

Not to suffer or permit any liens of any kind or nature to be asserted or levied against the

Premises;

To refrain from committing waste or damage to the premises and to use due care to prevent others from so doing;

The Lessee shall not store chemicals or fertilizers on the Premises.

3. **Term of Lease**

The term of this lease shall commence upon execution and shall expire five years later on December 31, 2017 unless sooner terminated as provided below. The lease shall be renewable at each fifth anniversary for an additional five (5) year terms subject to renegotiation of rental rate and any other conditions as may arise, unless sooner terminated as provided in #9 below.

4. **Rent**

Lessee shall pay an annual rent for the premises in the amount of $ _____ during the term of the lease. The rent shall be payable in installments of $ _____ at the time of execution of the lease and in the amount of $ _____ annually on or before December 31during the term of the lease.

5. **Insurance**

Before execution of the Contract, the Lessee will be required to file with the Town a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Town, shall name the Town as an additional insured party.

General Liability Insurance

The Lessee shall provide coverage for each accident or occurrence in the amount of $1,000,000, combined single limit, for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide at total or aggregate coverage of $2,000,000 for all damages during the policy period.

Worker's compensation Insurance

With respect to all operations the Lessee performs and all those performed for it by employees the Lessee shall carry workmen's compensation insurance in accordance with the requirements and the laws of the State.

Automobile Liability Insurance:

The operation of all motor vehicles, including those hired or borrowed, used in connection with the project, shall be covered by Automobile Liability Insurance. The insurance shall provide coverage for accident or occurrence in the amount of $1,000,000, combined single limit, for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property.

Termination or change of Insurance

Lessee's insurance policy shall be endorsed to provide that the insurance company shall notify the Town by certified mail at least thirty (30) days in advance of termination, or any change in the policy. No such change shall be made without prior written approval of the First Selectman.

Claims

Lessee's insurance policy shall state that the insurance company shall agree to investigate and defend the Towns against all damages, even if groundless. Lessee shall provide Lessor with insurance certificates or other satisfactory evidence of insurance at least 30 days before the term of the lease begins and 30 days before the renewal date of any insurance coverage.

If Lessee fails to provide insurance coverage for Lessor's protection as required by this Section 5, Lessor may purchase such coverage at Lessee's expense and/or declare a default in accordance with paragraph 8 of this lease. Lessor shall not be obligated to purchase such coverage, and its purchase of such coverage shall not constitute a waiver of any remedies it may have under section 8, Default, and section 9, Termination.

Lessee shall fully indemnify, defend and hold harmless the Town of Durham and all of its respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the lessee , and even if caused by the negligence of the Town or any of their officers, employees, agents, servants and volunteers.

6. Recreational Access by Public

Lessee covenants and agrees not to disturb trees, tree lines, stone walls, fences, stream beds, watercourses, wetlands, paths, and other existing features or conditions of the Premises, and to allow members of the general public reasonable access to existing features and conditions for the purposes of bird watching, hiking, horseback riding, hunting and such other activities as may be permitted under Town of Durham ordinances and the Conservation Easement referenced herein above.

The Lessor agrees to hold Lessee harmless from any injury or damage which is not caused by the negligence or improper conduct of Lessee's agents, servants and/or employees and arising out of the entry upon the Premises of any agent or invitee of the Lessor. The Lessor shall not permit its invitees or agents to interfere with the lessee's use

and enjoyment of the Premises under this lease, or to cause or permit damage to the Premises.

7. Compliance with Applicable Law

It is further agreed between the parties hereto that the lessee is to comply with and conform to all the laws, orders and regulations of the United States of America, State of Connecticut and Town of Durham applicable to the Premises; and to save the Lessor harmless from all fines, penalties and costs for violation of or non-compliance with the same, and that said Premises shall be at all times open for inspection by said Lessor or its agents.

8. Default

The following shall be events of default under this lease:

A. Lessee's failure to pay any installment of rent within fifteen days after the same becomes due. At Lessor's option, late charges at the rate of 15% per annum may be charged the Lessee on the unpaid balance of any installment of rent due more than fifteen (15) days.
B. Lessee's failure to perform any and all covenants and agreements of this lease other than payment of rent, if such a default is not cured with thirty (30) days after written notice thereof is given to Lessee. If the default is of such a nature that it cannot be cured completely within thirty (30) days, the Lessor may consent in writing to such further extension of time for curing the default as it may deem necessary.

9. Termination

A. This lease shall terminate at the end of the term as herein defined.
B. Upon the occurrence of any event of default that is not cured within the time and manner provided in this lease, the stated term of this lease shall expire automatically without notice or further action by the Lessor.
C. This lease may be terminated by either party hereto upon 180 days' notice to the other, which notice shall be in writing.
D. This lease shall terminate upon the death or dissolution of the Lessee or upon the Lessee's discontinuing the use of the Premises for agricultural purposes; provided, however, that the heirs, successors or representatives of the Lessee shall have the right to complete the harvesting of any and all growing crops. Said heirs, successors or representatives shall be required to abide by all the terms of the lease until such harvest is completed.
E. At the Lessor's option, this lease shall terminate upon the Lessee's insolvency. The Lessee shall be deemed insolvent if the Lessee is adjudged bankrupt, or

makes an assignment for the benefit of creditors, or if a receiver is appointed for the Lessee. If the Lessee becomes insolvent, this lease shall not be treated as an asset of the Lessee and Lessor may exercise any and all remedies available to it to regain possession of the Premises.

F. If for any reason the Lessor decides not to conduct farming activities during a subsequent growing season he shall provide notice in writing to the Conservation Commission on or before December 31 of the year in which such decision is made.

Upon the termination or expiration of the lease pursuant to subsections 9A through 9F, the Lessor may, at any time thereafter, re-enter said premises, and the same have and possess as of its former estate, 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 at common law, shall be necessary to enable the Lessor to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry, is hereby expressly waived by the Lessee. And it is further agreed that whenever this lease shall terminate by lapse of time, the Lessee waives all right to a notice to quit possession as prescribed by the statutes relating to summary process.

10. Attorney's Fee

The Lessee covenants and agrees that, in the event the Lessor is required to employ an attorney in order to enforce any provision of this lease, the Lessee shall pay a reasonable attorney's fee in connection with any such enforcement.

11. Quiet Enjoyment

Lessee upon paying the rent and performing the covenants and agreements of this lease shall have, hold and quietly enjoy the Premises and all rights granted Lessee in this lease during the term hereof.

12. Non Assignability

Lessee shall not assign, hypothecate or sublet any part of the Premises during the term of the lease without the Lessor's prior written consent.

13. Right to Convey

Lessor hereby reserves the right during the term of this lease to convey any portion of the Premises herein leased as it may deem necessary. In consideration of this covenant Lessor agrees to reduce the rental as set forth in Section 4 on a pro rata basis for any acreage conveyed that forms part of the arable portion of the Premises. Further, Lessor shall give Lessee at least four (4) months advance written notice of its intent to convey.

14. Indemnification and Hold Harmless

Lessee agrees to indemnify and save harmless the Lessor of, from and against any and all claims, demand, suits, actions, or other legal proceedings and damage which may be brought or asserted against or suffered or sustained by the Lessor and which arise out of or may be connected in any way with any action done or suffered by the Lessee or any agent or employee of the Lessee, or any contractor engaged by the Lessee. Lessee shall be responsible or liable to Lessor, or to those claiming by, through or under Lessee, for any loss or damage to either person or property of the Lessee only if the loss or damage results from the negligent or reckless actions of the Lessor, its agents, employees or contractors.

15. Notices

Any notices required or permitted hereunder shall be in writing and delivered either personally to the other party or by depositing such notice in the United States Certified Mail, Return Receipt Requested, postage fully prepaid, to the party at the address set forth below or to such other address as any party may designate in writing:

LESSOR: The Town of Durham
Attention: Chairman of Conservation Commission
P. O. Box 428
Durham, CT 06422

LESSEE:

Any notice given by mail as herein provided shall be deemed given when deposited in the United States mail.

16. Binding Nature

This lease unless specifically provided otherwise shall inure to the benefit of, and shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

17. Amendments

This lease may not be amended or modified except in writing signed by all parties.

18. Partial Invalidity

In the event that any particular provision of provisions of this lease should prove to be ineffective, unenforceable or invalid, the remaining provisions hereof shall never the less continue valid and effective for all purposes as if this lease had not been executed and delivered without any such ineffective, unenforceable or invalid provision or provisions.

19. Waiver of Rights

Lessee covenants and agrees that any delay, waiver or omission of the Lessor to exercise any right or power arising from any default in any of the conditions or provisions of this lease shall not be construed to be a waiver of any subsequent default on the part of the Lessee.

20. Headings

The headings contained herein have been added for convenience only and in no way define or limit the scope of this lease, or in any way affect its provisions.

21. Notice of Lease

Upon request by either party notice of this lease shall be recorded on the Durham Land Records at the expense of the requesting party.

22. Counterpart Originals

This lease may be executed in one or more counterparts, each of which when fully executed shall serve as an original of the lease but all of which together shall constitute one and the same instrument.

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

Signed, Sealed and Delivered in presence of:	LESSOR TOWN OF DURHAM
_____	_____
_____	By: its
	LESSEE:
	_____
	By:

SCHEDULE A

The following pieces or parcels of land located in the Town of Durham, County of Middlesex and State of Connecticut and owned by the Town of Durham: 30 acres more or less at the intersection of Howd Road and Tri Mountain Road, and being the currently arable portion of the property identified in Deed Book: 166 Deed Page: 770

Deed Date: 1999/12/29

Exhibit A

Liming and Fertilizing Forage Crops in Connecticut

W.W. Washko and G.F. Griffin. 1982. University of Connecticut Cooperative Extension System

Revised By R.A. Meinert, T.F. Morris and D. Pettinelli. 2011. University of Connecticut, Departments of Extension and Plant Science & Landscape Architecture, College of Agriculture and Natural Resources.

www.soiltest.uconn.edu