

Sugarbush Lease Agreement

Section I. Contracting Parties, Description of Property and Term of Lease

1. This lease is made between Town of Bristol, here in after called the Landowner, and Don Gale, here in after called the Renter(s).
2. The Landowner, in consideration of the agreements with the Renter(s) here in after set forth, hereby leases to the Renter(s), maple trees to use for tapping and the production of maple sap and the right to transport such sap to a processing location.
3. Description of lands included in this lease. (Include acreage, boundaries, perhaps as described on the current Farm Services Agency map.)

113.0 acres Water Works Road, Lincoln, Vermont

State of Vermont, Span #354-109-10679

Orthophoto #112180 & #116180 included

4. This lease shall become effective on the first day of November, 2014, and shall continue in force until the last day of the month October, 2019. The renter(s) shall have the option to renew for a period of 5 year(s) after the first lease period, provided that the Landowner has not given notice of cancellation, at least six months prior to the end of the current lease. The renter(s) shall advise the Landowner of intent to renew this lease not less than six months prior to the end of said lease.

Section II. Land Use

Maple trees and the leased premises shall be maintained by the Renter (s) in their present condition, or improved, and the yield of sap maintained or increased by up to date methods of tapping, installation of tubing, or tree thinning as recommended by the Extension, State Forester, or mutually approved consulting forester. Any costs incurred shall be paid by the renter(s).

The following practices are mutually agreed upon:

1. Guidelines for tapping maple trees, as developed by the State Department of Forests, Parks & Recreation.
2. Tap holes shall be made with tapping bits not greater than 7/16 inches in diameter for standard bucket tapping and those tap holes shall not be more than 2.5 inches deep. For new tubing installations or replacement tubing installations, taps shall be the so called "health spouts," or the small diameter spouts and shall not be drilled to a depth greater than two inches, including bark thickness.
3. Chemical sanitizers shall not be used, but proper practices to maintain tree health and reduce bacterial growth are encouraged.
4. Thinning of maple trees for sugarbush improvement may be carried out by the Renter(s), providing that the sugarbush has been marked for thinning by a professional forester, as described above. Such professional forester shall be mutually agreed upon by both the Landowner(s) and Renter(s) and shall be paid for by the Renter(s).
5. Vehicles for use in tubing or bucket installation or sap gathering such as tractors, sleds or trailers shall be operated with care so to prevent damage and scaring to the bases and roots of all trees.

Section III. Time and Amount of Payment

The Renter(s) shall pay to the Landowner the price as established annually by U.S. Forest Service. Plus an annual rent of \$300/yr. for sap collection tank and shed for the vacuum system for years 1 – 5 and may be renegotiated after 5 years for future agreement. Due on or before March 1st of each year.

Section IV. Liability

The Renter(s) shall assume all responsibility and liability for accidents occurring to him or his employees and family members, or visitors, while engaged in the tapping of trees, gathering of sap, thinning, and crossing of the Landowners land to get to or from the leased sugarbush. The Renter(s) has signed the attached hold harmless agreement and by signing this lease agreement, agrees to hold the Town of Bristol harmless from all responsibility and liability including but not limited to the above.

The Renter(s) shall be responsible for suppressing forest fires, which may start while he is working on this property, and shall maintain all roads or fences in the same or better condition than as the initial lease.

The Renter(s) shall watch for any evidence of insect, disease, or rodent damage that might occur on the area and shall advise the Landowner and Forester of such damage.

Section V. The Landowner Agrees to:

1. Furnish the area described above and access to such area as described above, including the use of existing roads for the purposes of managing the leased area. The Landowner shall be responsible for providing the Renter a map of the property attached to lease.
2. Pay all taxes and assessments against the said property.
3. Keep cattle and sheep out of the area described above. Under no circumstances shall the sugarbush be pastured.
4. Include the provisions of this lease in any deed for sale of this land to another party so that it will be binding upon the new owner. The Renter(s) shall file a copy of this lease with the town clerk.

Section VI. The Renter(s) Agrees to:

1. Follow approved management practices for the development of existing young maple trees into trees of the size to harvest sap from and to protect these trees from damage.
2. Furnish all labor, equipment, supplies and all operational expenses unless use of the Landowner owned equipment is specified elsewhere in this agreement.
3. Pay all taxes and assessments on his equipment and buildings.
4. The Renter(s) agrees to maintain liability insurance as set forth in the provisions of Section IV.
5. Remove all spouts from the trees in a timely manner, but not later than May 30 of each year.
6. Hold the landlord harmless of all acts of nature.

HOLD HARMLESS AGREEMENT

TO: Town of Bristol

I, Don Gale, sole proprietor of Twin Maple Sugar Works, of Lincoln, Vermont, hereby certify that I am aware of my right to purchase Workers' Compensation insurance and have elected not to purchase Workers' Compensation insurance coverage.

Pursuant to the provisions of 21 VSA S.601 (14), sole proprietors who are independent, with no employees and whose contract work is separate and distinct from that of the contracting entity, and performed pursuant to a written agreement affirming these facts, are exempt from carrying Workers' Compensation coverage.

I, Don Gale, hereby attest that I am a sole proprietor exempt from carrying Workers' Compensation coverage under the provisions of 21 VSA S 601 (14) and I affirm that:

- I am not an employee of the Town of Bristol;
- I am working independently;
- I have no employees; and
- I have not contracted with other independent contractors.

In consideration of the agreement of the Town of Bristol to engage my company and me to perform certain services for the Town, Twin Maple Sugar Works and I agree, and for my heirs, executors and administrators agree to indemnify, defend and hold forever harmless the Town of Bristol, its officers, agents and employees from and against any and all claims, demands, liabilities, actions, judgments, settlements, damages, costs and expenses (including attorney's fees and disbursements) for injury to or death of any person, including myself, or damage to property arising out of or resulting from any material, product, equipment, vehicle or service supplied by the company or by me, or the agents, servants or employees or either, or from any action or failure to act on the part of myself or the company, or the agents, servants or employees of either, while performing services for, at the behest of, under contract with or on the premises of the Town of Bristol.

Date: 11/17/2014

Name: Donald W. Gale

Witness: Jennifer Myers

7. Remove all equipment and buildings at the end of the lease and return land to original condition.

Section VII. Rights and Privileges:

The Landowner(s) or his designee shall have the right of entry at any time to inspect the property covered in this lease in respect to tapping, road maintenance, or any other covered use of the property covered in this lease. And Renter will provide landowner with key to gate.

Section VIII. Enforcement of Agreements and Arbitration:

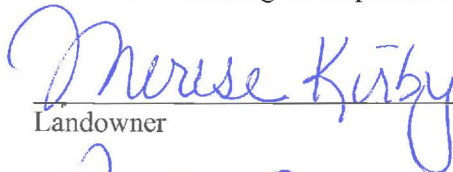
1. Failure of either party to comply with the agreements set forth in this lease shall make him/her liable for damages caused by such non-compliance. Any claim by either party for such damages shall be presented, in writing to the other party, at least 60 days before the termination of said lease.
2. If either parties of this lease die during the term of the lease, the provisions of this lease shall be binding upon the heirs, executors, and administrators.
3. Any disagreements between the Landowner and the Renter(s) shall be referred to an arbitration panel of three disinterested persons. One of whom shall be appointed by the Landowner, one by the Renter(s) and a third appointed by the two thus appointed. The decision of the arbitration panel shall be considered binding on the parties of this lease and enforceable by a court of law of competent jurisdiction. The Landowner and Renter(s) shall share any costs for such arbitration equally.
4. Either party may terminate this agreement by notifying the other party and allowing one year from termination so as to give the renter time to comply with Section VI, Number 7.

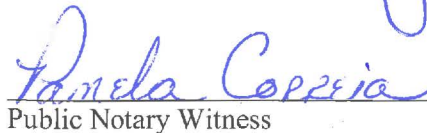
Section IX. Other Agreements:

Cost share payments received, during the term of this lease, from any Federal or State agency shall go to the party carrying out and paying for the work being done on the said leased property.

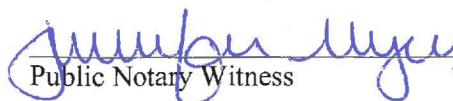
Section X. Signatures:

This lease is binding on all parties signing, before this witness, on this day:

 Date 11/17/2014
Landowner

 Date 11/17/14
Public Notary Witness

 Date 11/17/2014
Renter

 Date 11.17.14
Public Notary Witness