

**FARM LEASE**

1. THIS LEASE is made and entered into as of the 16th day of December, 2014 by and between the **Town of Sherman**, a municipal corporation organized under the laws of the State of Connecticut and having an office at Mallory Town Hall, Sherman, Connecticut 06784-0039, hereinafter designated as "Lessor" and **John Motsinger** of 23 Cove Road, Brookfield, Connecticut 06804, **Adam Mantzaris** of 34 Academy Street, Wallingford, Connecticut 06492 and **Full Circle Farming, LLC**, a Connecticut limited liability company to be formed by said John Motsinger and Adam Mantzaris, hereinafter collectively designated as "Lessee".

**WITNESSETH**

2. **PREMISES:** That for and in consideration of the Rent, Additional Rent, covenants, and conditions hereinafter stipulated to be paid and performed by the Lessee, the Lessor does hereby lease to the Lessee and the Lessee does hereby accept and lease from the Lessor the following premises (sometimes referred to hereafter as "Premises" or "Demised Premises"), to wit:

The land and buildings known as Happy Acres Farm, containing a total of approximately 90.5 acres, as more particularly described in **Schedule A**, attached hereto and made a part hereof.

3. **FARM EQUIPMENT AND TOOLS:** Included in this lease in "as is" condition are the farm equipment, tools and materials listed on **Schedule B**, attached hereto. Lessee may use such equipment, tools and materials owned by Lessor in its farm operations. Lessee shall perform, or shall be responsible for the cost of all routine maintenance and minor repairs on such equipment as may be necessary to continue such equipment in service. Lessee shall consult with the First Selectman, or his designee, before incurring any expense for major repair or replacement of such equipment, tools and materials which Lessee desires Lessor to assume or for which it desires Lessor to be responsible. Lessor may, but shall not be obligated, to contribute in whole or in part to the cost of such repair or replacement. A major repair is any repair expected to cost more than \$3,000 or thirty percent (30%) of the value of the subject item as set forth on Schedule B and which is not caused by the Lessee's failure to provide routine maintenance or Lessee's willful abuse or neglect. Anticipated major repairs or replacements to such equipment, tools and materials should be included in Lessee's Five Year Capital Plan. Should Lessor elect not to contribute in whole or in part to the cost of such repair or replacement, then in such event, Lessee shall have the option to purchase said item for the value specified on Schedule B, less the cost of said repair/replacement.

4. **LIVESTOCK:** Included with this lease is approximately 55 head of mostly Angus cattle stock, with Hereford and Baldy cattle as well, as more particularly described on **Schedule C**, attached hereto and made a part hereof. Lessee agrees to oversee and manage all livestock responsibilities necessary to maintain the cattle herd owned by Lessor and shall be responsible for the feeding, health and general well-being of the livestock and is expected to initially use existing feedstocks located at the farm for such purpose. Lessee shall keep the barn(s) clean and in proper order, removing and spreading manure and providing clean bedding for the cattle, all as may be appropriate for the health and safety of the herd and the management of the growing

fields. Lessee will oversee and manage the calving of those cattle that are expectant, and in consultation with the First Selectman, or his designee, shall oversee the continued breeding of the herd stock, it being the obligation of the Lessee to maintain the Lessor's cattle herd by continuously rotating and improving the cattle stock. Lessee, in consultation with the First Selectman, or his designee, shall recommend, oversee and manage the periodic sale of Lessor's livestock at appropriate times and prices, and further, shall recommend, oversee and manage the sale of excess hay or other feed stocks, also at appropriate times and prices. In such endeavors, Lessee shall act in the best interests of the Lessor.

Lessee shall maintain the Lessor's cattle stock in substantially the same numbers and in equal or better quality as existing at the commencement of this lease. All cattle stock located on the leased premises shall be owned by the Lessor, Town of Sherman, and upon termination of this lease, all cattle stock and feed stock, as well as the premises and leased equipment, shall be surrendered to the Lessor. Notwithstanding the foregoing, the net proceeds from the periodic sale of Lessor's livestock, which sale has been approved and authorized by the First Selectman, or his designee, shall be retained by the Lessee as consideration for fulfillment of its obligations hereunder with respect to the cattle herd. The above approval by the First Selectman or his designee shall not be unreasonably withheld or delayed. The Lessor and the Lessee shall establish a mutually acceptable mechanism by which the maintenance and periodic sale of Lessor's livestock as contemplated herein may be documented and managed.

5. TERM: The term of this lease shall be for a period of five (5) years commencing on January 1, 2015 and terminating on December 31, 2019, subject, however, to the following special terms and conditions:

a) During the first 2 years of the lease Term, the Lessor, acting by its Board of Selectmen, and the Lessee shall each have the right on six (6) months written notice, and in its sole and exclusive discretion, to terminate this lease without cause and without any default on the part of the other. The purpose of this provision is to permit each party the opportunity to determine that they are fully satisfied with the lease arrangement and to permit each party the opportunity to determine that they desire to continue the lease arrangement for the full Term of lease as contemplated herein. The nature of this provision is to permit either party, during the first two years, to shorten the specified Term on the required notice.

In the event that the Lessor or the Lessee elect to terminate this lease pursuant to this Paragraph 5(a), such notice of termination must be given by mailing, certified mail, postage prepaid, return receipt requested, or by delivering written notice of its election, not later than June 30, 2016, which notice shall specify a date not less than six (6) months from the date of such notice of termination, and not later than December 31, 2016, by which the Lessee shall vacate the leased premises. In the event that the Lessor gives such notice of termination, the Lessee shall have the right by written notice to the Lessor to accelerate the termination date of the lease to a date not less than ninety (90) days from the date of Lessor's notice of termination. In order to exercise such right, the Lessee **must give written notice to Lessor within fourteen (14) days of the date of Lessor's notice of termination** that Lessee is accelerating the termination date of the lease. Such notice shall state a date certain on which the lease shall

terminate, which date shall be not less than ninety (90) days following the date of Lessor's notice of termination.

Notwithstanding foregoing, however, the obligations of Lessor and Lessee under this lease, including but not limited to Lessee's obligation to pay Rent and Lessee's obligation to operate and maintain the Demised Premises for agricultural purposes as contemplated herein, shall continue during Lessee's continued occupancy of the Premises following receipt of such notice of termination. Failure of Lessee to pay Rent, or to fulfill any of its other obligations hereunder, shall constitute a default hereunder which shall entitle the Lessor to pursue any and all remedies set forth in Paragraph 14 hereof, including the right to immediately terminate Lessee's right of possession and occupancy for non-payment of Rent and/or for default in performance or condition broken.

6. **RENT:** For the use and occupancy of the Premises (including livestock and equipment) during the term of this Lease, Lessee shall pay the Lessor Rent in the amount of Fifteen Thousand Nine Hundred Thirty-Six and 00/100 Dollars (\$15,936.00) per year. Said Rent shall be payable in monthly installments of One Thousand Three Hundred Twenty-Eight and 00/100 Dollars (\$1,328.00) which shall be due and payable on the first (1st) day of each month in advance and without previous demand therefore. All rental payments shall be sent by first class mail, postage prepaid, or otherwise delivered to Lessor as follows: ***Town of Sherman, Attention: First Selectman, Mallory Town Hall, Sherman, Connecticut 06784-0039.*** Any installment of monthly rent not received by Lessor within ten (10) days of the due date shall be subject to a five percent (5%) late payment charge which shall be paid with the next month's installment of rent.

In the event of any default in payment of any installment of Rent which shall continue for fifteen (15) days after written notice thereof, then the entire balance of Rent then unpaid shall become immediately due and payable, without further notice, at the option of the Lessor. Such right to accelerate Rent shall be in addition to Lessor's Remedies as specified in Paragraph 14 hereof.

7. **ADDITIONAL RENT:**

A. Lessee shall pay to the Lessor as Additional Rent a sum equal to the amount of all municipal general or special property taxes or assessments of any kind of nature whatsoever, levied with respect to the premises, livestock or equipment of which the leasehold is a part, provided, however, that taxes for the year in which a term begins or ends shall be apportioned between Lessor and Lessee, regardless of the date of their assessment or levy. Notwithstanding the foregoing, it is currently anticipated by the parties that there will be no taxes or assessments levied by the Town of Sherman or any of its agencies on the premises, cattle or equipment owned by the Town of Sherman.

B. Such Additional Rent for municipal property taxes and assessments shall be payable in equal monthly installments in an amount equal to one-twelfth (1/12th) of Lessee's share of same as estimated by Lessor for the ensuing lease year. Such Additional Rent shall be due on the First (1st) day of each month commencing with the first day that monthly installments of rent are due.

Lessor estimates that Lessee's obligation for property taxes and assessments for the initial lease year ending December 31, 2015 shall be: Taxes - \$0.00, and that the monthly payment of Additional Rent shall be \$ 0.00, subject to revision and adjustment as follows:

Following the end of each lease year starting with December 31, 2015, Lessor shall furnish Lessee with a written statement of the actual amount of municipal property taxes and assessments incurred with respect to the leased property during the prior period, together with a copy of the tax bill(s) upon which such statement is based and together with a revised estimate of Lessee's share of such items for the ensuing year. Any deficiency due Lessor for the preceding year shall be due and payable and paid by Lessee within fifteen (15) days after the date of such statement and any surplus paid by Lessee shall be credited against Additional Rent due or to become due, or refunded if at the end of the lease term, provided, however, that if at such time Lessee is in default of any of the terms or covenants of this Lease (regardless of any applicable period of notice and cure), Lessor shall have the right to apply such surplus as necessary to cure such default. Lessee's obligation to pay any deficiency shall survive the expiration or other termination of this Lease. If the leased Premises are separately assessed for taxes in the name of the Lessee, Lessee shall pay all the sums due and owing directly to the taxing authority and shall provide Lessor with evidence of such payment at least ten (10) days prior to any delinquency date.

8. USE: Throughout the term of this lease, the Lessee shall use and occupy the Demised Premises, (including, as applicable, the livestock and equipment included in this Lease) solely for agricultural purposes as an actively operated farm. Such use may include agri-tourism activities, agriculture related educational activities, farm based recreational activities, marketing and sales of agricultural output and services of the farm (including other locally produced fruits, vegetable and livestock products), as well as non-traditional educational and passive recreational activities serving to sustain farm economic viability, all as subsidiary or accessory uses provided that such activities are conducted in a manner consistent with the requirements of zoning, health and other applicable regulations. Such use of the Premises for agricultural purposes shall be subject to the following limitations and conditions:

a) Lessee shall be required to employ environmentally sound farm or agricultural practices, including animal husbandry practices, consistent with best practices recommended or approved by Natural Resource Conservation Service of the United States Department of Agriculture, the Connecticut Department of Agriculture or their equivalents, and shall ensure that all local, state and federal health and safety regulations applicable to beef herd production and/or cattle operations and/or crop production are met. ***All agricultural operations shall be conducted in manner consistent with a Conservation Plan prepared by the Farm tenant in consultation with the Natural Resources Conservation Service (NRCS) and approved by the Conservation District. Lessee shall submit a copy of said Plan to Lessor.***

b) Lessee shall not employ any farming methods that may cause significant adverse impact on the wetlands or watercourses, and shall employ all reasonable efforts to reduce erosion and nutrient runoff from manure.

c) Lessee shall maintain and enhance the productive capacity of the land by applying lime, fertilizer, and manure based in accordance with NRCS and other applicable guidelines.

d) Lessee shall maintain a comprehensive pasture management program reasonably designed to keep pastures and hay fields viable and productive, which program will, in the absence of sound management reasons to the contrary, include: (i) mowing all fields at least annually; and (ii) keeping all fence lines and field perimeters clear of overgrowth and brush and otherwise accessible to tractors.

e) Lessee shall furnish all labor, farm animals, machinery and equipment, other than that included in the terms of this Lease, required to operate, *and shall actively operate*, the Demised Premises for agricultural purposes. The termination or discontinuance of agricultural and/or farming operations by Lessee for a period sixty (60) days shall constitute a default of Lessee's obligation hereunder.

f) Omitted.

g) Lessee may engage in sound forest management practices of the woodlot(s) located on the Premises, including woodlots that might be hereafter established by Lessee, and to selectively harvest timber and other forest/woodland products from the Premises, provided however, that the Premises shall be cleared of debris and top branches and restored within 120 days following any such harvesting activity, and provided further that Lessee shall consult with Lessor prior to engaging in any timber harvest to develop a reasonable and sustainable timber harvesting plan acceptable to Lessor and one that minimizes damage or disruption of the woodlots to the extent reasonably practicable. Lessee may also cut and remove dead or diseased trees and shrubs as part of its routine maintenance activities, and may harvest and use firewood from such activities. Lessee will not move or remove existing stone walls except for agricultural or forest management purposes and only with the prior written permission of the Lessor, which permission shall not be unreasonably withheld. The Lessor reserves the right to require Lessee to relocate / rebuild any existing stonewall that is moved or removed pursuant to such approval.

h) Lessee shall use all of Lessor's vehicles, machinery and equipment motor that are included in this lease for bona fide farming operations. No motor vehicles shall be used for recreational use on the Demised Premises. No motorcycles, mini-bikes, all-terrain vehicles or snowmobiles shall be operated on the Demised Premises except when necessary to *bona-fide* farming operations.

i) Lessee shall meet at least annually with the First Selectman or his designee to review any fertilizers, pesticides, and herbicides applied in the past year and any changes in Lessee's operating plan for the coming year; and,

j) Lessee shall not use the Demised Premises for hunting except pursuant to and in accordance with validly issued licenses or permits (seasonal and/or crop protection) issued to one or more of Lessee's principals. Lessee may authorize and designate substitute personnel for purposes of such hunting provided that Lessee first gives written notice to the First Selectman, or his designee, of the person(s) so designated. Lessee shall cooperate with wildlife and habitat

management and improvement projects that may be implemented by the Lessor, provided that such projects do not adversely affect the Lessee's use of the Premises under this Lease or impose a significant financial burden on Lessee. Lessee may post the Demised Premises against trespassing, hunting, trapping and fishing.

k) Lessee shall develop a five (5) year capital plan for proposed major repairs and improvements to the Demised Premises, including exterior painting. These are major repairs and improvements that would be funded by the Town of Sherman, subject to its budgetary constraints. Lessee's proposed capital plan shall be submitted to the First Selectman or his designee not later than March 1st of each year for consideration in the Town's budget process. The Capital Plan is subject to modification and approval by the Lessor. The approved Plan shall be updated by Lessee and Lessor annually.

l) Lessee's shall comply with all lawful requirements of governmental authorities regulating or affecting Lessee's use and operations in and upon the Demised Premises.

m) Lessee shall not use the Demised Premises for any of the following purposes:

(i) for any generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use or disposal of any petroleum products or hazardous substances in violation of applicable environmental laws, including, without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Emergency Planning and Community Right-To-Know Act, Chapters 445 and 446 of the Connecticut General Statutes, and all amendments and supplements to any of the foregoing and all regulations and publications promulgated or issued pursuant thereto.

(ii) for any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters.

(ii) for any use or purpose that causes or threatens to cause any substantial alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod, except as may be required in the course of the permitted agricultural use of the Premises and as approved in writing by Lessor.

(iii) for the storage, dumping or burial of ashes, trash, garbage, contaminated material, or other unsightly or offensive material, hazardous substance, or toxic wastes. This prohibition shall not apply to the short-term accumulation of trash, garbage, etc. that are produced in the normal conduct of the uses permitted under this Lease, provided that the same are removed reasonably promptly and regularly, and disposed of appropriately.

n) Lessee shall continue to use the name "Happy Acres Farm" for the Demised Premises and shall preserve and maintain the farm signage now existing on the Premises. *During the term of this lease, Lessee may use the name "Happy Acres Farm" and derivatives thereof (e.g., "Happy Acres", "HAF", "HappyAcresFarm") and the Happy Acres Farm sign logo as a brand name and trade mark for products of the farm and in Internet domain name(s) and in advertisements, promotions, spin-offs and the like. The ownership of such name and farm sign logo (trademark), including any derivatives thereof, and including Internet domain name(s) hereafter established by Lessee, shall remain in the Lessor, who shall have the sole right to use and/or assign same following the termination of this Lease.*

9. SECURITY: Upon the execution of this Lease, Lessee shall deposit the sum of **\$2,500.00** as security to ensure the faithful performance of Lessee's obligations hereunder.

#### 10. CONDITION, IMPROVEMENTS AND ALTERATIONS

A. Lessee acknowledges that Lessee has inspected and is informed about the condition of the Premises, and agrees to accept the Premises in its present "as is" condition, without change and without any work or improvements required to be done by Lessor. Lessee's taking possession of the Premises shall be conclusive evidence of Lessee's acceptance thereof in good order and satisfactory condition. Lessee also agrees that no representations respecting the condition of the Premises, no warranties or guarantees, expressed or implied, and no promises to decorate, alter, repair or improve the Premises either before or after the execution hereof, have been made by Lessor or its agents to Lessee other than as expressly set forth herein. Lessee represents that it has satisfied itself as to the condition of said premises and as to the suitability of same for the uses to be made thereof by Lessee. Lessee further agrees that Lessor shall be entitled to receive the rents specified herein free and clear of any charges whatsoever, or diminution for any reason whatsoever, except in the event of a breach of this Lease by the Lessor.

Notwithstanding the foregoing, Lessee shall have the right to make an inspection of the premises prior to execution of this lease and final inspection of the premises prior to taking possession of same. Lessor agrees that the buildings and improvements will be delivered to Lessee in substantially the same condition as they were on the date of Lessee's execution of this lease, reasonable wear and use excepted. In addition, Lessor agrees to deliver possession of the residence and farm office building(s) in "broom clean" condition.

*B. Lessee shall not construct any new buildings or structures on the Demised Premises or alter the existing building colors without the express written approval of the Lessor. Otherwise, subject to the provisions hereof, Lessee, at its sole cost and expense, shall have the right, during the term of this Lease, to make such alterations, changes and/or improvements (individually and collectively, "Alterations") to the interior and exterior of the buildings located on the Premises as Lessee may deem necessary for its use and business, provided, however, that Lessee shall first obtain Lessor's written consent (which shall not be unreasonably withheld) prior to undertaking any of the following: (i) any Alterations to the interior or exterior costing in excess of \$3,000.00 in any twelve-month period; (ii) any structural Alterations; (iii) any Alterations to any interior or exterior walls (whether or not load-bearing); (iv) any Alterations to any electrical, plumbing or*

*mechanical systems (including, but not limited to, the heating, ventilating and air conditioning systems); (v) any increase in the size of the Premises or (vi) any work on or affecting the roof of the Premises. Notwithstanding the foregoing, Alterations to the exterior and interior of the buildings, including the construction of new buildings, shall generally not be approved and permitted by Lessor unless compatible with the architectural style and function of the Farm buildings as they presently exist.*

Additionally, in connection with any such Alterations, Lessee, at its sole cost and expense, shall (i) timely secure all building permits, licenses and other governmental approvals necessary for the performance and completion of its Alterations (and provide Lessor with copies of all such documents); (ii) otherwise comply with all laws and regulations relating to the performance and completion of said Alterations; (iii) provide and pay for all utilities used by Lessee or its agents for the performance of such Alterations; (iv) prior to the commencement of Alterations, obtain all insurance coverage ***required under Paragraph 12(E) hereof, as well as Contractor's Commercial General Liability Insurance providing liability coverage for bodily injury, property damage and personal injury in the coverage amounts specified in Paragraph 12(E) and Builder's Risk Insurance with a broad "all risks" form of policy insuring the Lessor's building and the completed value of all improvements*** and together with workers' compensation insurance as required by state or federal law; (v) ensure that all materials, equipment and appliances used in Alterations and all trade fixtures installed are new and first quality items; and (vi), if applicable, complete such Alterations in accordance with plans and specifications approved by Lessor. Lessee shall not employ any unfit person or anyone not skilled in the job he is performing. Lessee shall name Lessor as a party beneficiary and additional insured in the above mentioned insurance policies except for worker's compensation. Lessee shall be directly responsible for any and all damages resulting from any violation of the provisions hereof, and Lessee shall be responsible for reimbursing Lessor for any repairs and restoration required in connection with any Alterations not properly completed by Lessee.

C. Lessee shall not permit any mechanic's, laborers, materialman's, contractor's or subcontractor's lien to be filed against the premises for labor or materials and shall defend, indemnify and hold Lessor, its agents, servants and employees, and the premises harmless from any liability, cost or expense from such liens. If any mechanic's, laborer's materialman's, contractor's or subcontractor's lien is filed against the premises, Lessee shall cause it to be discharged of record within ninety (90) days after receiving notice that such lien has been filed, unless Lessee determines in good faith to contest the amount or validity of such lien, in which event Lessee shall provide a bond to remove such lien from the premises and proceed to contest any such lien. If Lessee fails to discharge the lien or provide such a bond to remove it from the premises within ninety (90) days as aforesaid, then, in addition to any other right or remedy that Lessor may have hereunder, at law, or in equity, Lessor may discharge the lien by any mode allowed by law, in which event all of Lessor's costs and expenses, including attorney's fees, in procuring the discharge of such lien shall be paid by Lessee to Lessor on demand.

D. All trade fixtures, signs and other personal property installed by Lessee (as distinguished from leasehold improvements) owned by Lessee and located in, upon or about the Premises shall remain the property of Lessee and shall be removable at any time, including upon the expiration of this Lease, provided Lessee shall not at such time be in default of any terms or



covenants of this Lease (regardless of any applicable period of notice and cure), and provided further that Lessee shall promptly repair any damage to the Premises caused by the removal of said trade fixtures, signs or other personal property. Any of Lessee's trade fixtures, signs and other personal property not removed by Lessee upon the expiration or other termination of this Lease may be construed by Lessor as abandoned by Lessee, or Lessor may order Lessee to remove said items, or may have the same removed and disposed of, all at Lessee's expense.

E. During the term of this Lease, Lessor shall be responsible to pay for structural repairs and replacements to the building systems, including the roof, building structure, foundation and electrical service to the electrical panel. Notwithstanding the foregoing, Lessee shall be responsible to pay for any structural repairs and replacements to the building systems required as a result of any of Lessee's Alterations improperly constructed or not fully completed in accordance with the requirements of this Lease, or caused by the negligence or misuse of the Premises by Lessee, its employees, agents, servants and invitees.

Repairs and replacements of furnaces, boilers and systems, including the well, water supply system and septic system, but excluding annual maintenance of such systems, costing less than \$1,000.00 per occurrence shall be the responsibility of Lessee, but repairs or replacements costing in excess of \$1,000.00 per occurrence or in the aggregate in any calendar year shall be the responsibility of Lessor. Anticipated repairs and replacements in excess of \$1,000.00 per occurrence shall be included by Lessee in the Five Year Capital Plan when practicable. Notwithstanding the foregoing, repairs and replacements (including walls, floors, etc.), caused by or resulting from frozen or burst pipes shall be the responsibility of Lessee, unless the same are directly attributable to the Landlord's failure to perform an obligation under this Lease (e.g. to repair or replace a furnace).

F. During the term of this lease, Lessee shall exercise care in the use of the septic system(s) serving the Demised Premises; and shall cause such septic system(s) to be pumped and cleaned by a licensed septic hauler not less than once every twenty-four (24) months. Lessee shall provide Lessor with a copy of the bill or receipt provided by such licensed septic hauler evidencing that the septic system(s) have been pumped and cleaned as above provided. Lessor represents that the septic system has been inspected and is deemed by the Town of Sherman Health Director as suitable in design for a three to four bedroom residence, but is not currently suitable in design for an eight bedroom residence. It is anticipated that Lessee will request an upgrade to the septic system to make it adequate to serve the eight bedroom residence as part of its proposed Five Year Capital Plan.

11. LESSEE'S COVENANTS: The Lessee covenants and agrees as follows:

A. Lessee covenants that it will occupy and use the Demised Premises solely for the purposes, and that it will comply with each of the conditions, restrictions and limitations on such occupancy and use, as are more specifically provided in Paragraph 8, Use, above.

B. Lessee covenants that it will pay and discharge prior to delinquency any and all bills which may hereafter be assessed against the Demised Premises by reason of services or

commodities supplied to said Premises during the term of this Lease, including charges utilities and fuel for heat.

C. Lessee covenants and agrees that Lessor shall have the right, on not less than twenty-four (24) hours prior notice to Lessee, to enter the demised premises by its agent, servants and employees on weekdays and Saturdays during the hours of 8:00 A.M to 5:00 P.M. for the purpose of inspecting the premises and for the purpose of making repairs or improvements deemed necessary or desirable, provided that Lessor does not unreasonably interfere with the Lessee's use of the demised premises. Lessee further covenants and agrees that it shall comply with such reasonable rules and regulations as may be established by Lessor with respect to the use of the Premises provided that such rules and regulations shall not materially impair Lessee's use of the Premises.

D. Lessee covenants: a) that it will maintain the buildings and Demised Premises, including the fences, and perform normal repair and maintenance of same, to the highest level of condition given the existence and use thereof as working farm and shall maintain the Demised Premises in a neat and clean appearance free of all trash and debris; b) that it will maintain the equipment and tools owned by Lessor included in this Lease in a good state of repair and cleanliness; and c) that it will promptly repair all damage caused by Lessee's operations in or upon the Demised Premises or in vacating the Premises upon the expiration or termination of this Lease. Lessee shall not permit, allow or cause any act or deed to be performed or any practice adopted or followed in or about the Demised Premises which shall cause or be likely to cause injury or damage to any person, property or to the said Premises. Lessee shall, at all times, keep the Demised Premises, and all appurtenances, in a neat and orderly condition, clean and free from rubbish, dirt and other miscellaneous items and accumulations. The Lessee shall keep the Demised Premises free and clear from any rodents, bugs, vermin, and, at the request of the Lessor, Lessee shall participate and cooperate in carrying out any reasonable program of extermination that the Lessor may direct, and the Lessee shall bear the reasonable cost thereof.

If Lessee shall fail to maintain the Demised Premises and / or the equipment and tools owned by Lessor, then after thirty (30) days written notice of its intention to do so, Lessor may, but shall not be required to, effect such maintenance and repairs and the cost thereof shall be treated as Additional Rent, which Lessee agrees to pay in addition to the regular monthly installment of Rent, on the 15th day of the next month succeeding the day when the same should have been paid by Lessee and, if unpaid, Lessor may collect the same from Lessee together with reasonable attorney's fees, either by suit at law or by the provisions of this Lease as and for non-payment of rent and as and for conditions broken.

E. Lessee covenants that in the making of any and all repairs, alterations and improvements to the Demised Premises, and in its use and occupancy of the same, it will comply with all applicable statutes, ordinances, rules, orders and regulations, provided that Lessee may contest such governmental authority, by timely and appropriate legal procedures, and it shall indemnify and save harmless Lessor from any loss, damage or liability arising out of any failure to comply therewith, before, during or after the period of such contest, and if requested by Lessor, by furnishing a surety bond or other security acceptable to Lessor for such purposes.

F. Lessee's Alterations and improvements (which words shall not be construed to include trade fixtures) shall belong to the Lessor upon the expiration or other termination of the term of this Lease, and shall be surrendered to Lessor with the leased Premises.

G. Lessee shall place all utilities in the Lessee's name and pay all charges for electricity, heat, power and/or other services used or charges imposed in or about or supplied to the Demised Premises, and shall indemnify the Lessor against any and all liability on such account. ***Lessee shall at all times maintain electrical service and heat in the buildings in sufficient amount and at sufficient temperatures to protect all water pipes from freezing.*** Lessee shall, at its own expense, be responsible for the removal of its own trash, rubbish, garbage and other refuse. Refuse shall not be permitted to be stored within the demised premises for any prolonged period.

H. At the end of the lease Term, Lessee shall surrender the leased premises and all livestock, equipment, tools and other materials owned by Lessor to Lessor in good order and condition excepting reasonable wear and tear.

12. INSURANCE: INDEMNITY; WAIVER; PRORATION:

A. Lessor shall purchase and provide policies of fire and hazard insurance and shall pay the premiums thereon, insuring the Lessor at all times during the term of this Lease against loss or damage by reason of destruction or injury caused by fire or other casualty to the building of which the Demised Premises is a part to the extent of ***the customarily maximum obtainable*** replacement value thereof and to the extent necessary to provide full indemnity in the event of partial destruction or injury. ***Lessor, at Lessor's option may insure Lessor's personal property, goods, equipment and cattle that are included in this Lease against loss due to fire or other casualty.***

B. Lessee at Lessee's option may insure Lessee's goods, equipment and business against loss due to fire or other casualty. For purposes of this lease, the personal property of the Lessee shall not be considered to be in the care, custody and control of the Lessor. If Lessee insures the cattle against such loss, it will name the Lessor as an additional insured.

C. Lessee will defend and indemnify Lessor against all loss, damage, expense and liability by reason of personal injuries and property damage occurring on the Demised Premises except those arising from fault or negligence on the part of Lessor, its agents, servants and employees. ***Lessee shall purchase and provide public liability insurance insuring the Lessee and the Lessor*** and providing indemnity in the event of injury to persons or property arising out of this lease or occurring on or about the Demised Premises. Such insurance shall provide primary and non-contributory coverage against such loss to any insurance available to Lessor, and Lessor's insurance shall be in excess thereto. Such insurance shall be written in an amount of at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate. Upon request, Lessee shall provide Lessor with a copy of such policy or policies of insurance or with a certificate of such insurance evidencing that Lessor is named as an insured or an additional insured under such policy or policies and that the same is primary and non-contributory as to Lessor. It is understood, however, that Lessee need not maintain a separate policy of public liability insurance for the Demised Premises, and the

requirements of this public liability insurance for the Demised Premises, and the requirements of this Paragraph shall be deemed satisfied if Lessee has a blanket policy of insurance in force and effect for the above amounts covering the Demised Premises, as well as Lessee's interest in other premises and properties.

D. If the Demised Premises shall be destroyed or so injured by any cause as to be unfit, in whole or in part, for occupancy, and such destruction or injury can reasonably be repaired within one hundred twenty (120) days from the happening of such destruction or injury, then the Lessee shall not be entitled to surrender possession of the Premises without the mutual consent of the parties hereto, provided however, that Lessor makes such repairs as are necessary to return the Demised Premises substantially to their prior condition within such period of one hundred twenty (120) days. If such destruction or injury cannot reasonably be repaired within one hundred twenty (120) days from the happening thereof, then Lessee shall have the option of 1) terminating this Lease, in which case Lessee shall be entitled to a rebate of any prepaid rent measured from the date of the event that resulted in or caused such destruction or injury to the demised premises or 2) remaining in possession of the Demised Premises until Lessor makes the repairs necessary to return the Demised Premises substantially to their prior condition in which case the lease shall be extended without any additional payment of rent for the same period of time as measured from the date of the event that resulted in or caused such destruction or injury until the date that the Demised Premises are return by Lessor substantially to their prior condition. It is expressly understood, however, that the repairs to be made by Lessor to the Demised Premises in the event of such destruction or casualty relate solely to repairs and replacements to the building structure and systems as are necessary to make the Demised Premises fit for occupancy or for the use then being made of said buildings / structures.

E. If an event occurs that results in damage or destruction to equipment, livestock or feed stock that has been leased or made available to Lessee hereunder, and Landlord receives insurance benefits or proceeds as a result of such damage or destruction, such benefits or proceeds shall be used promptly, in consultation with the Lessee, to replace and/or repair the damaged or destroyed equipment, livestock or feed stock.

13. CONDEMNATION: In the event that the whole of Lessor's premises including the existing buildings and structure located on said premises as of the date of the execution of this Lease shall be taken in condemnation proceedings or by the exercise of any right of eminent domain for any public or quasi public purpose then the following provisions shall be applicable.

A. The Lease shall terminate as of the date on which the Lessor and Lessee shall be required to actually surrender possession of the demised premises to the condemning authority pursuant to a final decree of condemnation and/or if and when the business conducted by the Lessee on the demised premises is required, in advance of said final decree, to be terminated by the enforcement of any other act or regulation of Government authority.

B. All of the terms and conditions of this Lease, including payment of rent, shall continue and be in force and effect until actual surrender is required or business terminated as defined in subparagraph A above. A vesting of title in the condemnation of proceedings shall

not be construed as a "surrender". The rent to be paid shall be prorated up to the date of actual taking.

C. Subject to reimbursement of prepaid rent and subject to payment of relocation expenses paid by the condemning authority on account of Lessee's relocation, if any, Lessor shall be entitled to receive any and all awards or payments made for the taking of said demised premises, or for any damages thereto, including the value of the unexpired term of this Lease.

D. Notwithstanding the foregoing, nothing contained herein shall be construed to preclude the Lessee from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, or depreciation to, damage to, or cost or removal of, or for the value of stock, trade fixtures, and other articles of personal property belonging to the Lessee; provided, however, that no such claim shall diminish or otherwise adversely affect the Lessor's award.

E. In the event any part of the demised premises shall be taken for public or quasi public use by condemnation proceedings or otherwise and the portion of the premises remaining after such condemnation is not sufficient for the Lessee to carry on its business conducted on the premises, then and in that event the Lessee shall have the option of terminating the Lease.

14. **LESSOR'S REMEDIES:** If the leased Premises shall be deserted or vacated, or if proceedings are commenced against the Lessee in any court under a bankruptcy act or for the appointment of a trustee or receiver of the Lessee's property either before or after the commencement of the Lease term, or if there shall be any default remaining uncured for fifteen (15) days after written notice thereof in the payment of Rent, Additional Rent or any part thereof, or if there shall be default in the performance of any other covenant, agreement, condition, rule, or regulation herein contained on the part of the Lessee for more than thirty (30) days after written notice of such default by the Lessor, then the Lessee's right to occupy the Premises pursuant to this Lease (if the Lessor so elects) shall terminate, and the Lessor shall have the right to reenter or repossess the leased Premises, either by force, summary proceedings, or otherwise, and dispossess and remove therefrom the Lessee, or other occupants thereof, and their effects, without being liable to any person for any claim in respect thereto. In such case, the Lessor may, at its option, relet the Demised Premises or any part thereof, as the agent of the Lessee, and the Lessee shall pay the Lessor the difference between the rent thereby received and the rent hereby reserved and agreed to be paid by the Lessee for the remaining portion of the lease term. The foregoing enumeration of rights of the Lessor in the event of a default of the Lessee, as above defined, shall be in addition to all rights of the Lessor as provided by law. The exercise of any of Lessor's rights shall in no event be construed to waive Lessor's right to recovery of damages from Lessee resulting from such default nor to waive Lessor's rights to recover Rent and Additional Rent due and to become hereunder. Should Lessor be required to commence legal proceedings to enforce any of the terms and conditions hereof against the Lessee, to enforce collection of Rent or Additional Rent from the Lessee, or to terminate this Lease or Lessee's right of occupancy, Lessee agrees to pay Lessor's reasonable costs and attorney's fees incurred in respect to such legal proceedings. Lessor shall use good faith efforts to relet the demised premises to any person, firm or corporation, as the agent of the Lessee or otherwise, for whatever rent Lessor shall obtain, apply the avails of such letting first to the payment of such expenses as

the Lessor may incur in the reentering and reletting of the same and then to the payment of the Rent and Additional Rent due hereunder and fulfillment of Lessee's covenants; and in case of its deficiency, the Lessee shall remain liable therefor.

15. WAIVER:

A. The failure of the Lessor or the Lessee to insist upon strict performance of any of the covenants or conditions of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

B. It is hereby agreed between the parties hereto that whenever this lease shall terminate, either by lapse of time or by virtue of the express stipulations herein, the Lessee hereby specifically waives any and all right to any notice to quit possession, as prescribed by the statute relating to summary process.

16. OPTION TO EXTEND LEASE: Provided that the Lessee shall not then be in default of any of the terms, conditions, covenants and obligations contained in this Lease, the Lessee may extend the term of this Lease for two (2) additional periods of five (5) years each by mailing, certified mail, postage prepaid, return receipt requested, or by delivering written notice of its election to extend this Lease for an additional five (5) years to the Lessor not later than ONE HUNDRED AND EIGHTY (180) DAYS prior to the expiration of the original lease term, or the lease term as extended by the Lessee's exercise of the first option to extend lease.

For the use and occupancy of the Premises during the term of the first lease extension, Lessee shall pay the Lessor an annual Rent of Eighteen Thousand, Three Hundred Twenty-Six and 40/100 Dollars (\$18,326.40). So long as Lessee is not in default, said Rent may be paid in monthly installments of One Thousand Five Hundred Twenty-Seven and 20/100 Dollars (\$1,527.20).

For the use and occupancy of the Premises during the term of the second lease extension, Lessee shall pay the Lessor an annual Rent of Twenty-One Thousand, Seventy-Five and 36/100 Dollars (\$21,075.36). So long as Lessee is not in default, said Rent may be paid in monthly installments of One Thousand Seven Hundred Fifty-Six and 28/100 Dollars (\$1,756.28).

Except as above provided as to rent, and except for the provisions of paragraph 5(a), each extended term shall be upon the same terms, covenants, and conditions as provided in this Lease for the initial term. Payment of all Additional Rent and other charges required to be made by the Lessee as provided in this Lease for the initial term shall continue to be made during each year of the extended term. Any termination of this Lease or of Lessee's right of occupancy during the initial term shall terminate all rights of extension hereunder.

17. HOLDING OVER: If Lessee continues to occupy the demised premises after the Lease expires and Lessor accepts rent, Lessee will hold from month-to-month and not for any longer period.

18. NOTICES: Except as otherwise specifically provided herein, all notices required or permitted hereunder shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, to Lessee as follows:

John Motsinger  
Adam Mantzaris  
Full Circle Farming, LLC  
Happy Acres Farm  
2 Taber Road  
Sherman, Connecticut 06784

With copies by e-mail to: [remaclean203@charter.net](mailto:remaclean203@charter.net); and [jmots3@gmail.com](mailto:jmots3@gmail.com)

and to Lessor as follows:

Town of Sherman  
Attn: First Selectman  
Mallory Town Hall  
Sherman, Connecticut 06784-0039


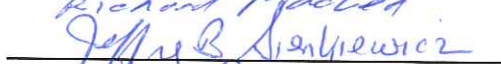
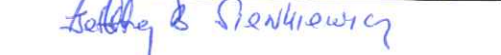
or to such other address as either party may from time to time specify by notice in accordance with this Paragraph.

19. ASSIGNMENT AND SUBLETTING: Lessee shall not assign, or in any manner transfer this Lease or any estate, interest or benefit therein, or sublet the Demised Premises, or any parts thereof, or permit the use of the same, or any parts thereof, by anyone other than the Lessee, without obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Housing for farm workers shall not be deemed to be a subletting for purposes of this Paragraph 19, provided however, that the Lessee shall provide to the First Selectman, or his designee, with a current roster of farm workers residing on the premises.

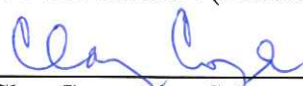
20. SUCCESSORS: This Lease and all the rights and obligations hereunder are binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and seals on this 16th day of December, 2014.


Signed and sealed in the Presence of


  
Richard Macdon  
  
Jeffrey B. Stankiewicz  
  
Jeffrey B. Stankiewicz

TOWN OF SHERMAN (Lessor)

By:   
Clay Cope, First Selectman



  
 Richard MacLean  
 Jeff B Sienkiewicz  
 Jeffrey B Sienkiewicz

  
 John Motsinger (Lessee)

  
 Adam Mantzaris (Lessee)

FULL CIRCLE FARMING, LLC (Lessee)

By:   
 John Motsinger

By:   
 Adam Mantzaris

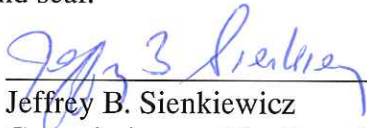
STATE OF CONNECTICUT)

) ss. New Milford

COUNTY OF LITCHFIELD )

On this the 16th day of December, 2014, personally appeared Clay Cope, who acknowledged himself to be the First Selectman of the Town of Sherman, a municipal corporation organized under the laws of the State of Connecticut, and that he, as such First Selectman being authorized to do so, executed the foregoing instrument on behalf of said municipal corporation for the purposes therein contained by signing the name of the municipal corporation as his and its free act and deed, before me.

In witness whereof I hereunto set my hand and seal.

  
 Jeffrey B. Sienkiewicz  
 Commissioner of the Superior Court

STATE OF CONNECTICUT)


) ss. New Milford

COUNTY OF LITCHFIELD )

On this the 16th of December, 2014, personally appeared John Motsinger, who acknowledged that he executed the foregoing instrument for the purposes therein contained in his individual capacity and on behalf of Full Circle Farming, LLC, a Connecticut limited liability company to be formed, as his and its free act and deed, before me.



In witness whereof I hereunto set my hand and seal.

  
Richard E. MacLean  
Commissioner of the Superior Court


STATE OF CONNECTICUT)

) ss. New Milford

COUNTY OF LITCHFIELD )

On this the 16th of December, 2014, personally appeared Adam Mantzaris, who acknowledged that he executed the foregoing instrument for the purposes therein contained in his individual capacity and on behalf of Full Circle Farming, LLC, a Connecticut limited liability company to be formed, as his and its free act and deed, before me.

In witness whereof I hereunto set my hand and seal.

  
Richard E. MacLean  
Commissioner of the Superior Court

pab\Sherman\happy acres operation\farm lease 12-10-14 final

**SCHEDULE A**  
**Happy Acres Farm Legal Description**

All those certain, parcels or tracts of land, together with the buildings and improvements thereon, situated in the Town of Sherman, County of Fairfield and State of Connecticut, and bounded and described as follows;

**First Parcel**

That parcel containing 49.90 acres, more or less, shown and depicted as "Area = 2,173,650 Sq. Ft. 49.900 Acres" on a map entitled "Property Survey Prepared for Anthony V. Hapanowich 2 Taber Road Town of Sherman Fairfield County, CT. June 22, 2009 Scale: 1" = 80' Revised Sept. 30, 2009 to add proposed water line easement" certified substantially correct as a Class A-2 map by Paul A Hiro, CT. Reg. No. 15167, which map is filed in the office of the Sherman Town Clerk as Map No. 1963 on October 6, 2009.

**Second Parcel**

That parcel containing 23.732 acres more or less, shown and depicted on a map entitled "Map Showing Portion of Property of Anthony Hapanowich Route 39 & Edmonds Road Sherman, Connecticut Scale 1" = 50' July 1991 certified substantially correct as a Class A2 survey Richard W. Dibble LLS #8158," which map is filed in the office of the Sherman Town Clerk as Map No. 1546 on December 17, 1992.

**Third Parcel**

That parcel containing 14.55 acres, more or less, shown and designated as "Open Space" on a map entitled "Sheet 1 of 2 Happy Acres Sherman, Connecticut Scale 1" = 100' May 1976 Total Acreage = 159.3 more or less acres Open Space 14.55 Ac + 5.58 Ac = 20.13 Ac Anthony V. Hapanowich Owner & Developer" certified substantially correct and in accordance with Class A-2 of the Code of Conn. Technical Council, Inc. by K. W. Rogers, R.L.S. & P.E. #2823, which map is filed in the office of the Sherman, Town Clerk as Map No. 893 on July 9, 1976.

**Fourth Parcel**

That parcel containing 3.15 acres, shown and designated as "Lot 5" on a map entitled "Sheet 1 of 2 Happy Acres Sherman, Connecticut Scale 1" = 100' May 1976 Total Acreage 159.3 +/- Acres Open Space 14.55 Ac + 5.58 Ac = 20.13 Ac. Anthony V. Hapanowich ~ Owner & Developer" certified substantially correct and in accordance with Class A-2 of the Code of Conn. Technical Council, Inc. by K. W. Rogers, R.L.S. & P.E. #2823, which map is filed in the office of the Sherman Town Clerk as Map No. 893 on July 9, 1976.

Subject to a Drainage Right granted to the State of Connecticut by instrument from William Hapanowich (sic) dated February 2, 1933, and recorded March 13, 1933, in Volume 14, Page 45 of the Sherman Land Records.

Subject to a Drainage Right of Way granted to the State of Connecticut by instrument from William Hapinowich (sic) dated August 20, 1934, and recorded August 25, 1934, in Volume 14, Page 165 of the Sherman Land Records.\

Subject to a Memorandum of Lease and an Electric Distribution Easement granted to AT&T PCS LLC d/b/a AT&T WIRELESS by instruments from Anthony V. Hapanowich dated September 3, 2002, and July 2, 2003, respectively, and recorded July 15, 2003, in Volume 111, Pages 783-791 of the Sherman Land Records. Reference Map No. 1805 filed July 15, 2003, in the office of the Sherman Town. Clerk.

Said First Parcel, Second Parcel, Third Parcel and Fourth Parcel are SUBJECT TO

1) The restriction that said premises may not be used or developed except for the following purposes:

a) Agricultural Use and Sylvaculture Use, including but not limited to, (1) the right to construct, maintain, improve and use farm buildings, including residences for farm residents and agricultural workers, barns, sheds and other outbuildings, fencing and other improvements reasonably related to agricultural uses; (2) the right to create, clear and maintain for agricultural use, fields, pastures and meadows from forested or overgrown areas of the premises, (3) the right to plant and harvest crops, (4) the right to keep, pasture and graze animals (5) the right to apply, in light of the actual needs of crops or cover being grown and the slope and run-off characteristics of the site, fertilizers, pesticides and herbicides; and (6) the right to engage in sound forest management practices. Any such use shall be pursuant to environmentally sound farm or agricultural practices, or silvaculture practices, consistent with practices and guidelines recommended or approved, as applicable, the by Natural Resource Conservation Service (formerly Soil and Conservation Service) of the United States Department of Agriculture, the Connecticut Department of Agriculture, the Society of American Foresters and the U.S. Forest Service or their equivalents.

b) Passive Recreational Uses including, but not limited to, open space, hiking, horseback riding, skiing, camping, picnicking, gardening, fishing, hunting, scientific research, educational programs and stewardship training programs. Such uses shall include, but not be limited to, the right to construct, maintain, improve and use buildings, structures and other improvements reasonably related to the passive recreational use of said premises.

## SCHEDULE B

## HAPPY ACRES FARM APPRAISAL

Description	Condition	Milage/Hrs.	Price	Qty.	Total Price	Picture Ref
1972 IH 1066 Diesel	Fair	86817	\$10,000	1	\$10,000	1
1969 IH 856 Diesel	Fair	4362	\$7,800	1	\$7,800	2
1968 IH 756 w/Loader & Extra Bucket	Poor	9535	\$6,500	1	\$6,500	3 & 3a
1955 Caterpillar D2 w/Pony Engine	Fair		\$2,200	2	\$4,400	4 & 5
1953 Case Model LA - No hitches	Fair		\$1,200	1	\$1,200	6
1949 Case Model D - No hitches	Fair		\$800	1	\$800	7
New Holland 570 Baller	Good		\$8,500	1	\$8,500	8
1992 EZ Hay Collector Trailers	Good		\$1,500	2	\$3,000	9a & 9b
1990 New Holland 408 8' Discbine	Good		\$6,000	1	\$6,000	10
IH 10' Transport Harrow	Fair		\$1,250	1	\$1,250	11
1983 Brillan Seeder Model SST-961 8'	Good		\$5,500	1	\$5,500	12
1982 New Holland 679 Manuer Spreader	Good		\$3,000	1	\$3,000	13
IH 4-Row Corn Planter	Good		\$2,000	1	\$2,000	14
1989 New Holland 256 Side Delivery Rake	Fair		\$2,000	1	\$2,000	15
Gehl 72 Fall Chopper	Fair		\$1,000	1	\$1,000	16
1968 Allis-Chalmers 13' Silage Wagon w/floatation tires	Fair		\$2,000	2	\$4,000	17a & 17b
IH Sickle Bar Mower Model 1300	Fair		\$1,000	2	\$2,000	18a & 18b
IH Spring Loaded 4-Bottom Plow	Good		\$1,350	1	\$1,350	19
1985 Deutz Tedder	Good		\$1,800	1	\$1,800	20
1977 IH 720 2-Row Chopper	Fair		\$1,800	1	\$1,800	21
1968 IH Silo Blower w/Pipe	Fair		\$500	1	\$500	22
20' Hay Elevator	Fair		\$400	2	\$800	23
Briggs & Stratton 5.5HP Feed Cart	Fair		\$1,500	2	\$3,000	24a & 24b
Grain Hopper	Fair		\$100	2	\$200	NA
Round Bale Feeder	Fair		\$80	3	\$240	NA
Asst. Water Tubs	Good		\$125	3	\$375	25
Feeding Troughs	Fair		\$100	11	\$1,100	26
Gates: 15'	Fair		\$50	2	\$100	27
Gates: 14'	Fair		\$50	2	\$100	27
Gates: 12'	Fair		\$50	1	\$50	27
Gates: 10'	Fair		\$50	2	\$100	27
Gates: Portable Panel	Fair		\$50	6	\$300	28
2007 Cub Cadet Lawn Mower	Good		\$1,500	1	\$1,500	29 & 29a
1991 Cub Cadet Lawn Mower	Poor		\$350	1	\$350	29a
16' Tandem Axle Stock Trailer	Fair		\$1,000	1	\$1,000	30
DeLaval Generator	Fair		\$1,400	1	\$1,400	31
Allis-Chalmers 12" & 8" Post Hole Digger	Fair		\$800	1	\$800	NA
Fuel Skid Tank	Fair		\$500	2	\$1,000	32
Euro Spand Spln Seeder	Good		\$350	1	\$350	33
Cement Mixer	Poor		\$250	1	\$250	34
Weed Eaters (3)	Fair		\$225	1	\$225	35
Boom Sprayer	Fair		\$200	1	\$200	36
HO Press	Good		\$200	1	\$200	37
Air Compressor - Portable	Good		\$200	1	\$200	NA
Air Compressor	Fair		\$100	1	\$100	NA
Anvil	Good		\$200	1	\$200	38
Echo Chain Saw	Fair		\$150	1	\$150	39
Husquarvana Chain Saw	Fair		\$150	1	\$150	39
Salamander Heater	Good		\$100	2	\$200	NA
Tractor Chains	Fair		\$100	2	\$200	NA
36" Rim	New		\$100	1	\$100	NA
Stick Welder	Fair		\$100	1	\$100	40
Battery Charger	Good		\$80	1	\$80	NA
Cart & Torches			\$75	1	\$75	NA
Bench Drill Press			\$50	1	\$50	NA
Grinders - Asst			\$40	1	\$40	NA
Assorted: Nuts & Bolts, Hardware, Hand Tools, Misc. Parts, Mechanics Tools, Jacks			\$1,500	1	\$1,500	41a-41c

1988 GMC K3500 Truck

\$ 500

\$ 500

**Schedule C (List of Cattle)**

Herd Inventory (12/15/14)

Mostly Angus with Hereford and Baldy cattle in good/healthy condition

55 total

18 calves

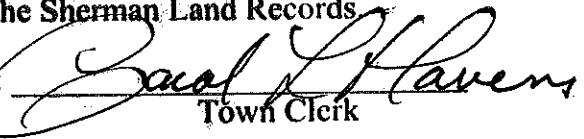
7 steers

33 full grown cows / heifers

1 bull

Received for record on Dec. 22, 2016  
at 11:20 A M. and recorded in  
Volume 162 at Page 320 - 40  
of the Sherman Land Records

By:

  
Town Clerk