

LEASE AGREEMENT

Compost Storage – Intervale Road, Burlington Vermont

This Lease Agreement is made as of June 10, 2010 (the "Lease" or this "Agreement"), by and between the CHITTENDEN SOLID WASTE DISTRICT, ("District"), a union municipal district with an address of 1021 Redmond Road, Williston, Vermont 05495, and the CITY OF BURLINGTON, ("Burlington"), a municipal corporation with an address of City Hall, Burlington, Vermont 05401.

WHEREAS, the District operates a composting facility at Intervale Road under an agreement with the Intervale Center and has requested that it be allowed to store, on a limited and temporary basis, finished compost product on lands of Burlington at Intervale Road, in Burlington, Vermont;

WHEREAS, Burlington is willing to assist the District by allowing such use of its land, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the parties agree as follows:

1. Lease Term. Burlington hereby leases to the District, and the District hereby rents, the land on Intervale Road as identified on the attached Site Plan attached as Exhibit A (the "Site") together with a right of access by foot and vehicle to the Site from Intervale Road. The access to the Site from Intervale Road shall be over the property of Burlington as noted on the attached Exhibit A. The term of this Lease shall be for a seven month period commencing on June 15, 2010 and ending on January 15, 2011 (the "Term"). With the prior written consent of Burlington, not to be unreasonably withheld or delayed, the Term may be extended by the District from month to month in the event that the District needs to continue to use the Site for the storage of finished compost and topsoil for reasons beyond its control.

2. Permission to Use for Temporary Storage of compost and top soil.

(a) The District may construct a temporary bunker on the Site as set forth below, and use the Site for the storage of finished compost and top soil.

(b) The District will remove the brush growing on and level out the Site.

(c) The District, in its use and operation of the Site, will comply with all applicable laws and regulations, federal, state and municipal. The District shall not use the Site for the storage of Hazardous Materials (as defined by applicable federal and state law).

(d) The District shall keep the Site free and clear from all mechanics' and materialmen's liens for labor done, services performed, materials contributed, used or furnished in or about the Site, for or in connection with any improvement, repair or addition by the District made on or about the Site.

3. Rent; Quiet Enjoyment.

(a) The District agrees to pay Burlington rent during the Term in an amount of \$500 per month for each month of the Term; such payment shall be made on or before the 15th of each month. Rent shall be paid to City of Burlington, CEDO, at 149 Church St., Room 32, Burlington, VT 05401.

(b) Burlington covenants that the District, on paying the rent and performing the other covenants herein, shall and may peaceably have and enjoy said Site for the term set forth herein.

4. Permits

The District will obtain, maintain and update all permits and approvals required for the District's intended use of the Site for the temporary storage of finished compost and topsoil.

5. Indemnification.

(a) The District hereby indemnifies and agrees to hold Burlington harmless from any and all losses, damages, costs and expenses, including without limitation attorneys' fees, (collectively the "Losses"), relating to the District's use or operation of the Site, or any environmental contamination resulting from the District's storage of compost or top soil on the Site. This indemnification shall survive the termination of this Agreement.

(b) Burlington hereby indemnifies and agrees to hold the District harmless from and against all losses, damages, costs and expenses, including without limitation, attorneys' fees, (collectively, the "Losses"), relating to the Site, or any environmental contamination, which losses, arise from or relate to any facts or circumstances existing or arising prior to, or conditions pre-existing, the date of this Agreement. This indemnification shall survive the termination of this Agreement.

6. Insurance

(a) The District will maintain comprehensive General Liability Bodily Injury and General Liability Property Damage Insurance in the amount of at least \$1,000,000 combined.

(b) Burlington will maintain comprehensive General Liability Bodily Injury and General Liability Property Damage Insurance in the amount of at least \$1,000,000 combined.

7. Operations.

(a) The District shall, at its own cost and expense, be responsible preparing the Site and constructing the storage bunker as shown in Appendix A. The District will install concrete blocks as part of the temporary bunker to hold the finished compost and top soil materials and will remove such temporary concrete blocks as set forth in Section 8 of this Agreement.

(b) The District shall, at its own cost and expense, maintain the Site in a neat and orderly manner.

(c) The District will line the ground inside of the bunker with plastic prior to storing material within the bunker.

(d) The District will fill the bunker with either compost and/or topsoil and will cover the compost with material for containment and use commercially reasonable measures to control the storage of the finished compost products.

(e) The District will install a temporary gate to control access to the stored compost

and topsoil within the bunkers on the Site.

(f) Except as otherwise set forth herein, the District shall not erect any other structure on the Site without the consent of Burlington. No structure will be constructed on the Site that would require a water supply system or wastewater system.

(g) All District staff that may be involved with the construction and disassembly of the bunker will be trained in the archaeological sensitivity of the area.

8. Property; Return of Site at end of Lease Term.

(a) All of the District's structures, equipment, and other personal property in or upon the Site shall remain the property of the District.

(b) On or prior to the end of the Lease Term, the District will remove the compost materials stored on the Site. The District will remove the temporary concrete blocks and the temporary gate no later than one month after the expiration of the Term of this Lease.

(c) The District agrees to prepare the soil and reseed the Site area at the District's expense once growing conditions are suitable in the spring of 2011.

(d) The obligations in this Section 8 shall survive the termination of the Lease Agreement.

9. Subletting and Assignment. Without Burlington's prior consent, the District shall not sublet or assign its rights in and to this Lease.

10. Default; Remedies. If the District shall default in the payment of rent herein described, when due, and fails to cure such default within five (5) days after written notice thereof from Burlington, by certified mail, return receipt requested or delivery by hand in person, or if the District shall be in default in performing any of the terms or provisions of this Lease other than the provision requiring the payment of rent, and fails to cure such default within fifteen (15) days after the date of receipt of written notice of default from Burlington, then and in any of said events, Burlington, at its option, may terminate this Lease by written notice to the District, whereupon this Lease shall end. Upon such termination by Burlington, District will at once surrender possession of the Site to Burlington and remove all of the District's property therefrom; and Burlington may forthwith reenter the Site and repossess itself thereof and remove all persons and property therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer or other tort, including damage to District's personal property.

11. Surrender. The District will, at the expiration of the Term of this Lease, peaceably yield up the Site to Burlington in the same condition as received, reasonable wear and tear excepted, subject to the District's obligations to remove the bunkers and reseed the Site as set forth in Section 8 hereof.

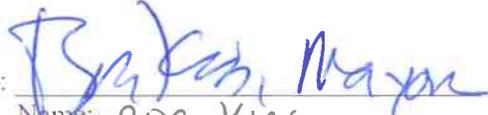
12. Mutual Cooperation. Burlington and the District shall mutually cooperate with each other with respect to the use of adjacent property for use as parking for Intervale Center uses and as may be consistent with the District's intended use of the Site for temporary storage of compost and topsoil.

IN WITNESS WHEREOF, Burlington and the District have duly executed this Agreement the day and year first above-written.

IN PRESENCE OF:


Witness

THE CITY OF BURLINGTON

By: 
Name: BOB KISS
Title: mayor

CHITTENDEN SOLID WASTE DISTRICT


Witness

By: 
Name: Thomas E. Moreau
Title: General Manager