

Tea Lane Farm Ground Lease
Comments for Fourth and Final Draft
February 21, 2012

1. Please label this next draft as “Final”. Would it be possible to receive this final draft by March 1 with all exhibits so the Selectmen can approve the final lease at their March 6 meeting?
2. The following are minor adjustments that are intended to clarify a few sections for the benefit of future Boards of Selectmen – who may not be as familiar with the Tea lane Farm Project as the current Board.
3. Page 2; paragraph 4: The Farm Plan Inter-municipal Agreement # 2 was approved by the Selectmen last night. Hopefully, the document will be signed by the three parties by next Wednesday, Feb. 29. The date can then be entered into the lease on page 2 and the document can be entered as Exhibit D.
4. Page 3, 4; Section 4.1: The Selectmen want to make sure a meeting is required for this annual review and provide a brief outline of what is expected for the review. Please amend the last line on page 3 and onto page 4 as follows: The Town and Advisory Board shall be entitled to **meet with the Lessee to review the use** of the Leased Premises on an annual basis (**scheduled** during the months of January – March) to ensure compliance with Lessee’s Farm Plan. **The Lessee shall provide the results of the prior year’s farm operations and outline the plans and projections for the coming year.**
5. Page 5; Section 7.3: Can the following thoughts be added for clarity? Should the thoughts be repeated in Section 10.10 under Added Value as well? Please feel free to change the language as you see fit. The intent is to separate routine maintenance such as painting trim from added value improvements to the property and assets.

Routine maintenance repairs shall not be considered “Added Value” improvements. The Selectmen shall determine what improvements costing over \$5,000 are “routine maintenance repairs” versus legitimate added value improvements. The Selectmen may also consider including a value of personal labor or “sweat equity” in establishing an agreed value of legitimate Added Value improvements.

6. Page 6; Section 7.5: The Selectmen would like it clear that they must review and approve all proposed added value improvements to the property – whether they are interior or exterior building improvements or other exterior structural improvements. This section is specific to the Farmhouse Historic Restriction—which is a part of the scope of all possible added value improvements. Can the required approvals for exterior work done to the historic farmhouse be consistent with the Section (3) of the 2001 inter-municipal agreement and eventual historic

preservation deed restriction? For example, To protect the historic integrity of the farmhouse exterior any planned exterior work done to the farmhouse shall be approved by the Chilmark Historical Commission, Board of Selectmen and the Land Bank Advisory Board before work begins.

7. Page 7; Article 8.1 for Exhibit J: Should the first sentence about the mortgage approval process of Section 8.1 through (1) be repeated in Exhibit J for clarity? The intent is to make sure the Lessee and owner of the buildings obtains prior Board of Selectmen approval and does not become over leveraged.
8. Page 8; Section 8.4: Can a statement of the intent of this section be added for clarity? The language is very technical.
9. Page 14; Section 10.10 Added Value: See previous comment point # 5.
10. Page 17; Section 13.2: What is the purpose of the last statement after the: “The children living as of the date hereof of any employees of the Town of Chilmark”.
This statement is a necessary legal requirement that enables the restrictions in the lease to last for the duration of the lease.
11. Page 30; Exhibit I: Please change the title of this exhibit from Required Renovations to Historic Tea Lane Farmhouse Renovation Guidelines.
12. Page 31; Exhibit J: See previous comment point # 7.