

**LEASE
BETWEEN
THE STATE OF VERMONT,
AGENCY OF TRANSPORTATION,
AND
THE TOWN OF HARDWICK VERMONT**

THIS LEASE, made and entered into on this _____ day of _____, 20____, by and between the **STATE OF VERMONT**, a sovereign state, acting through its Agency of Transportation, with its principal office at Barre City Place, 213 North Main Street, Barre, Vermont 05641, (the "LANDLORD"), and **THE TOWN OF HARDWICK**, a municipal corporation with an office at 20 Church Street, Hardwick, VT 05843 (the "TENANT").

WHEREAS, the LANDLORD is the owner of a railroad corridor extending from St. Johnsbury to Swanton, Vermont, ("the Line") presently rail-banked under 16 U.S.C. § 1247(d) and used for interim trail use; and

WHEREAS, the TENANT has requested a long-term lease of certain land, more fully described below.

NOW, THEREFORE, the parties agree as follows:

Article I – The Demised Premises

1.1. Description. The LANDLORD hereby leases to the TENANT the following described premises (the "Demised Premises") in "as is" condition:

Being a certain tract or parcel of the LANDLORD's land located in the town of Hardwick, measuring 17 feet wide by approximately 215 feet long, beginning at the former St. Johnsbury and Lake Champlain R.R. Company Mile Post 35.399 (Valuation Station 1869+11) on the southerly side of State Route 15 and ending at the former St. Johnsbury and Lake Champlain R.R. Company Mile Post 35.44 (Valuation Station 1871+26). Said parcel comprises approximately 3,655 square feet and is denoted on the following map, dated September 27, 2019, which is attached hereto and made a part hereof as Exhibit A.

In aid of the foregoing description, reference also may be made to a certain valuation map, prepared in accordance with standards prescribed by the former Interstate Commerce Commission, and entitled in part:

RIGHT-OF-WAY AND TRACK MAP
THE ST. JOHNSBURY AND LAKE CHAMPLAIN R.R. CO.
Operated by
THE ST. JOHNSBURY AND LAKE CHAMPLAIN R.R. CO Station 0 + 00 to
STATION 1553+20 TO STATION 1606+00
Scale 1" = 100' Dated June 30, 1916

which are numbered V50/36

1.2. Use. The Demised Premises are let and are to be used for the following purposes only:

Accessory parking for the Hardwick Yellow Barn Business Accelerator.

Article II – Beginning and Expiration

2.1. Term. The term of this Lease (the “Term”) shall commence on the date that both LANDLORD and TENANT execute this lease (the “Commencement Date”) and extend for a Term of five (5) years from the Commencement Date, unless the Term shall sooner be terminated or extended under the provisions of this Lease.

Article III – Rentals and Fees

3.1. Annual Rent. In addition to the document preparation fee, TENANT shall pay to the LANDLORD annual rent in advance. During the first five-year Term of this Lease, annual rent shall be \$475.00 (Four Hundred and Seventy-Five 00/100). At the end of the first five-year Term and at the end of each succeeding five-year Term, the amount of rent shall be adjusted to reflect any increase for the Consumer Price Index for All Urban Consumers (CPI-U) over the previous five years and that rate shall be used each year for the next five-year Term. For the purposes of this lease, the CPI-U is 257.346 (based on the United States Department of Labor Statistics for October 2019).

3.2. Due Date. Annual rental payments shall be due and payable on or before each anniversary date of this Lease of the initial Term and any renewals thereof. The initial rental payment shall be due and payable prior to execution of this Lease by LANDLORD.

3.3. Payment of Annual Rent. The annual rental check to the LANDLORD shall be made payable to “Treasurer, State of Vermont.” Payment shall be mailed to:

Financial Services
Vermont Agency of Transportation
Barre City Place
219 North Main Street
Barre, VT 05641-4129

or as otherwise directed in writing by LANDLORD.

3.4. Interest on Past Due Rent. In the event of past due rent, the LANDLORD may assess interest on the overdue amount in accordance with the maximum legal rate of interest.

3.5. Payment of Utility Charges, Taxes, Etc. As further consideration for this Lease, the TENANT covenants and agrees to pay all charges for electricity, water, and other utilities and all taxes, duties, and assessments, which may during the term of this lease be charged, assessed, or

imposed upon the Demised Premises, and upon any and all buildings, structures, betterments, or other improvements upon or to be placed upon the Demised Premises by the TENANT. If the Demised Premises are not taxed separately but as a part of a larger tract or parcel, then the TENANT shall pay a reasonable and equitable portion, as fixed and determined by the LANDLORD, of the taxes upon the whole part or parcel.

3.6. Document Preparation Fee. Prior to execution of this Lease by the LANDLORD, the TENANT will pay the LANDLORD the non-refundable sum of \$300.00 (Three Hundred 00/100), representing a portion of the cost of preparation of this document.

3.7. Recording. The LANDLORD, at the TENANT's expense, will record a short-form notice of this Lease in the town land records and, as soon as the recording data become available, will notify the TENANT as to the book, page, and date received for record. The TENANT, at the time of execution of this Lease, will provide the LANDLORD with a check made payable to "Town of Hardwick" in the amount of \$45.00 (3 pages @ \$15.00 per page) for the estimated cost of recording and will be responsible for reimbursing the LANDLORD for any additional recording fees that may be charged by the Town Clerk.

Article IV – Renewal; Holding Over

4.1. Renewal. This Lease, at the option of the TENANT, may be renewed or extended for four (4) additional terms of five (5) years each, subject to all the terms and conditions of this Lease, provided that notice of intent to renew for each such renewal Term is given in writing to LANDLORD at least ninety (90) days before expiration of the current Term of this Lease.

4.2. Holding Over. Should the TENANT, with the LANDLORD's consent, continue to occupy the Demised Premises after the expiration of the initial Term or any renewal or extension Term, then this Lease shall be considered as renewed and shall continue in effect from year to year, subject, however, to termination as provided in this Lease, upon the same terms and conditions as contained in this Lease.

Article V – Maintenance

5.1. General TENANT Responsibilities. TENANT shall be responsible to perform, at its own expense, all required maintenance of the Demised Premises and will keep each and every part of the Demised Premises in a safe, clean, and desirable condition at all times during the term of this lease.

5.2. Refuse and Snow Removal. TENANT shall be responsible for all refuse and snow removal.

5.3. Avoidance of Interference with Trail Use. TENANT shall take all measures reasonably required by the LANDLORD to prevent soil, debris, or any other obstructions from entering on or near the trail bed, drainage ditches, or culverts.

5.4. Fencing. LANDLORD may require TENANT, at its sole cost and expense, to install and maintain fences between the Demised Premises and the remaining portions of the LANDLORD's property, all to the reasonable satisfaction of the LANDLORD.

Article VI – Construction and Use

6.1. Compliance with Laws, Rules, Regulations, Etc. The TENANT, at its sole cost and expense, will comply with and obey all laws, rules, regulations, ordinances, and requirements of federal, state, and municipal authorities and their various agencies and departments, insofar as applicable to the Demised Premises or the use of the Demises Premises.

6.2. Non-interference with Trail Use. The TENANT will occupy and use the Demised Premises in a careful, safe, and orderly manner so as not to interfere in any way with the maintenance or operation of the trail or any of its appurtenant structures or facilities.

6.3. Tenant Responsibility for Costs. The TENANT shall be responsible for any costs resulting from the preparation, improvement, and use of the Demised Premises.

6.4. Approval of Proposed Construction and Renovation. The TENANT shall not begin any construction or renovation on the Demised Premises without the prior written approval of the LANDLORD. Any request for such approval shall include the proposed location, design, materials, intended utilization, and other specifications.

6.5. Responsibility for Obtaining Permits. Before beginning any construction, the TENANT shall obtain all necessary state and municipal permits (Act 250, zoning, etc.).

Article VII – Assignment and Subletting

7.1. Assignment by TENANT. The TENANT shall not assign this Lease, sublet or mortgage the Demised Premises or any structures now or hereafter placed on the Demised Premises, without the prior written consent of the LANDLORD. Consent to assign, sublet, mortgage, or encumber the whole or any part of the Demised Premises shall not be deemed as waiving this restriction as to any other portion or giving assent to any other subletting, assignment, mortgage, or encumbrance. The TENANT further covenants and agrees that the Demised Premises shall be used only for the purposes specified in this Lease.

LANDLORD agrees that its consent to any proposed subletting, assignment, encumbrance, or mortgage shall not be unreasonably withheld.

7.2. Changes in Control. If the TENANT is a closely-held corporation, then any proposed sale of controlling stock interest or other transaction involving control of the TENANT shall be subject to review by the LANDLORD as if such proposed transaction were an assignment.

7.3. Assignment by LANDLORD. In the event of a change of ownership during the Term of this Lease, or any renewal or extension of this Lease, the LANDLORD's sole

responsibility shall be to notify the TENANT that the ownership of the property has been transferred, providing the full name, address, and taxpayer identification number of the person to whom future rental payments should be directed.

Article VIII – Indemnity and Public Liability Agreement

8.1. Responsibility for Risk and Liabilities Arising from TENANT's Occupancy and Use of the Demised Premises. TENANT acknowledges that its proposed use or occupancy of the Demised Premises is being requested for the advantage of the TENANT and does not involve the LANDLORD's performance of any duties to the public. TENANT further acknowledges that its proposed use or occupancy may expose the LANDLORD to additional liability to which they would not otherwise be exposed. Accordingly, TENANT hereby agrees that the LANDLORD shall be fully protected and kept free of all avoidable interference and LANDLORD will not incur any costs or liabilities whatsoever as a result of its granting the use of the Demised Premises described herein or the presence of any obstacle or obstruction resulting from TENANT's use or occupancy.

8.2. Defense and Indemnity. TENANT agrees to indemnify, defend, and save LANDLORD and its authorized agents, officers, representatives, and employees harmless from and against any and all actions, penalties, liabilities, claims, demands, damages, or losses resulting from any civil or criminal court actions, arising directly or indirectly out of acts or omissions of the TENANT, its agents, employees, servants, guests, or business visitors, caused by or growing out of the TENANT's use of the Demised Premises.

8.3. Insurance. Notwithstanding the above, with respect to all operations performed under this Lease, the TENANT shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Independent Contractors' Protective
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Per Occurrence - Combined Single Limit
- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Products Aggregate
- \$50,000 Fire Legal Liability

The LANDLORD reserves the right, upon thirty (30) days' written notice, to require reasonable increases in the foregoing required insurance.

8.4. [Deliberately Omitted.]

8.5. Evidence of Insurance. The insurance required in Paragraph 8.3 above shall be placed with a reputable insurance company authorized to do business in the State of Vermont. Evidence of insurance shall be delivered to the LANDLORD prior to any construction. The policy(ies) shall name LANDLORD and TENANT as insureds as their respective interests may appear. These insurance amounts shall not be deemed as limiting TENANT's obligation to indemnify, defend, and save harmless LANDLORD as provided in this Lease.

8.6. Self-Insurance. If TENANT is or intends to become a self-insurer, it shall so notify LANDLORD. If not reasonably satisfied that TENANT is able to cover the risks assumed, LANDLORD may so notify TENANT, in which event TENANT shall immediately obtain coverage from a licensed insurer, as described above in Paragraph 8.3.

Article IX – Termination

9.1. Termination for Cause; Right of Re-entry. If the rent above reserved, or any part thereof, shall be unpaid on any day of payment, or if default shall be made in any of the covenants or agreements herein contained, on the part of the TENANT, or if the Demised Premises shall become vacant, or if the TENANT shall be declared bankrupt or insolvent according to law, or if a receiver be appointed of the property of the TENANT, then the LANDLORD shall in any such event, in addition to any action it may have in law or equity to recover damages by reason of breach of the provisions of this lease, have the right to serve upon the TENANT a ten days' written notice terminating this lease and the Term thereof, and ten days after service of said notice, this Lease and the Term thereof shall cease and determine, and in the event the TENANT shall fail or neglect to remove from said premises upon the date fixed in said notice, the LANDLORD shall have the right to remove the TENANT by summary proceedings as for a holding over after the expiration of the Term of said Lease, or without giving such notice may, as provided in paragraph 9.2 in this lease, re-enter and take possession of the Demised Premises either by force or otherwise without being liable to prosecution or damages therefore, and all buildings, structures, and materials erected or placed upon the Demised Premises shall thereupon be and become the property of the LANDLORD, and may be removed and demolished by the LANDLORD at the sole cost and expense of the TENANT and the TENANT hereby covenants and agrees to pay to the LANDLORD, upon demand, the entire cost of such removal and demolition. And the TENANT hereby waives and relinquishes unto and in favor of the LANDLORD, the operation of all laws which do now or hereafter may exempt any property on the Demised Premises, or any property in any way belonging to the TENANT, whether on the Demised Premises or elsewhere, from levy and sale upon distress for the rent, taxes, or other sums of money hereby reserved, or upon execution of any judgment obtained in an action brought for non-payment of rent, or for breach of any other of the provisions hereof.

9.2. Termination Without Cause. The LANDLORD reserves the right to terminate this Lease and the Term thereof at any time upon giving 30 days' notice in writing to the TENANT of its intent to terminate. If LANDLORD gives such notice, this lease and its term shall end at the expiration of 30 days from the day when such notice is given. Thereafter the LANDLORD may re-enter upon and take possession of the Demised Premises and every part thereof, without being liable to prosecution or damages therefor, and shall have and enjoy the Demised Premises

as of its former estate, free, clear, and discharged of this Lease and of all rights of the TENANT hereunder.

9.3. Refund of Prepaid Rent. It is understood and agreed by and between the parties hereto that in the event of the termination of this Lease by the LANDLORD for any cause other than default or failure to comply with the terms of this Lease by TENANT, if the rent shall have been paid by the TENANT in advance to a day subsequent to the date of such termination of this lease then the LANDLORD within 30 days after demand therefore by the TENANT, may and shall refund and repay to the TENANT, and the TENANT shall receive and accept as full payment for all loss, damages, and demands occasioned by such termination of this Lease, the apportioned amount of the rent so paid by the TENANT in advance for that portion of the term so avoided.

9.4. Removal of TENANT-owned Improvements. It is understood and agreed by and between the parties hereto that if the TENANT shall have paid the rent as provided in this Lease in full and without default, and shall have faithfully kept and performed every and all the terms and conditions herein by the TENANT to be kept and performed and not otherwise, the TENANT may within 30 days after the expiration or other termination of this Lease remove all buildings, structures, and material erected or placed by the TENANT upon the Demised Premises during the Term of this Lease, rent being paid during such time upon the same terms as herein stated, provided that the Demised Premises are left in as good condition as they were in before such buildings and structures were erected thereon. All buildings, structures, improvements, and other property erected or placed by the TENANT upon the premises which are not so removed shall thereupon be and become the property of the LANDLORD and may be removed or demolished by the LANDLORD at the sole cost and expense of the TENANT. The TENANT hereby covenants and agrees to pay to the LANDLORD, upon demand, the entire cost of such removal or demolition.

9.5. Condition of Demised Premises Upon Expiration or Termination. The TENANT covenants and agrees to surrender the premises hereby demised at the expiration of the Term or at any time when this lease shall be terminated as provided in this Lease, in good order and condition satisfactory to the LANDLORD.

9.6. Acceleration of Rent. In case the TENANT, without the written consent of the LANDLORD, vacates the Demised Premises before the expiration of the original Term or any renewal thereof, the full rental for the current Term shall then and thereupon become at once due and payable.

9.7. Surrender of Lease. The TENANT may surrender this Lease at the end of the original term or any renewal thereof, and at the same date in any following year of a holdover tenancy from year-to-year, by giving written notice to the LANDLORD of intent to surrender at least 30 days before the proposed date of surrender. TENANT agrees that if TENANT fails to give such notice, then possession shall be deemed to continue until this Lease is terminated by the LANDLORD as provided in this Lease.

9.8. Attorneys Fees. If becomes necessary for LANDLORD to institute suit for eviction or for damages, on account of rental arrears or violation of the terms of the Lease, LANDLORD shall be entitled to recover of the TENANT its or their attorneys' fees and court costs, which fees and costs TENANT hereby covenants and agrees to pay.

9.9. Delinquent Taxes. This Lease shall automatically end if the TENANT becomes delinquent in the payment of any property taxes assessed on the Demised Premises or on any TENANT-owned improvements located on the Demised Premises.

Article X – Tax Certification

10.1. Tax Compliance. As required by Vermont law (32 V.S.A. § 3113), TENANT hereby certifies, under the pains and penalties of perjury, that it is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of this Agreement. Notwithstanding any other provision of this Agreement, the LANDLORD reserves the right to deny any renewal, extension, consent, or permission under this Agreement unless TENANT and any proposed assignee first provide the STATE with written certification of tax compliance.

Article XI – Waiver

11.1. Waiver. Any waiver at any time by any party hereto of its rights with respect to a default under this Lease, or with respect to any other matter arising in connection with this Lease, shall not be deemed to be a waiver with respect to any subsequent default or matter. No delay, short of the statutory period of limitations, in asserting or enforcing any right under this Lease shall be deemed to be a waiver of such right.

Article XII – Hazardous Materials; Environmental Reports

12.1. Compliance with Cleanup Laws. The TENANT, at its own expense, shall comply with all present and hereinafter enacted environmental cleanup responsibility laws (“Cleanup Laws”) affecting the TENANT’s occupancy of the Demised Premises. The TENANT, at its own expense, shall make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authorities (the “Authorities”) under the Cleanup Laws. Should the Authority(ies) determine that a cleanup plan be prepared and that a cleanup be undertaken because of any spills or discharges of hazardous substances or wastes on the Demised Premises during the Term of this Lease, then TENANT, at its own expense, shall prepare and submit the required plans and financial assurances and carry out the approved plans.

12.2. TENANT Responsibilities. The TENANT’s obligations under this Article shall arise if there is any closing, terminating, or transferring of operations of TENANT’s establishment pursuant to the Cleanup Laws. At no expense to the LANDLORD, the TENANT shall promptly provide all information requested by the LANDLORD to determine the applicability of the Cleanup Laws to the Demised Premises and shall sign the affidavits or submissions promptly when requested to do so by the LANDLORD.

12.3. Defense and Indemnification. The TENANT shall indemnify, defend, and hold harmless the LANDLORD from all fines, suits, procedures, claims, and actions of any kind arising out of or in any way connected with any spills or discharges of hazardous substances or wastes on the Demised Premises arising out of TENANT's operations during the Term of this Lease; and from all fines, suits, procedures, claims, and actions of any kind arising out of the TENANT's failure to provide all information, make all submissions, and take all steps required by the Authority(ies) under the Cleanup Laws or any other environmental laws.

12.4. Notification to LANDLORD. The TENANT shall promptly supply the LANDLORD with any notices, correspondence, and submissions made by the TENANT to any Authority(ies), including the United States Environmental Protection Agency ("EPA"), the United States Occupational Safety and Health Administration ("OSHA"), or any other local, state, or federal authority that requires submission of any information concerning environmental matters or hazardous wastes or substances.

12.5. Survival of TENANT Obligations. The TENANT's obligations and liabilities under this Article shall continue so long as the TENANT remains responsible for any spills or discharges of hazardous substances or wastes on the Demised Premises that occur during the Term of this Lease.

Article XIII – Storage, Handling and Transportation of Hazardous Materials and Wastes

13.1. TENANT's Obligations. The TENANT shall comply with all present and hereinafter enacted federal, state, and local laws, ordinances, rules, and regulations dealing with the storage, handling, and transportation of hazardous substances and wastes. Without limitation of the foregoing, the TENANT's attention is directed to Titles 40 and 49 of the Code of Federal Regulations (storage and handling of hazardous materials) and the applicable laws and regulations of federal and state departments and agencies dealing with agriculture, public utility regulation, labor and industry, environment and natural resources, public health, safety, health, emergency management, and forests, parks, and recreation, as well as any other department or agency concerned with hazardous substances or wastes.

Article XIV – Child Support

14.1. Child Support. (Applicable if TENANT is a natural person.) TENANT states that, as of the date this Lease is signed, he/she either (a) is not under any obligation to pay child support, (b) is under such an obligation and is in good standing with respect to that obligation, or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

TENANT makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if TENANT is a resident of Vermont, TENANT makes this statement with regard to any and all children residing in any other state or territory of the United States.

Article XV – Miscellaneous

15.01. Acknowledgement of LANDLORD's Title; No Option to Purchase or Right of First Refusal. The TENANT hereby acknowledges the title of the LANDLORD in and to the Demised Premises described in this Lease and agrees never to assail or resist said title. The TENANT furthermore acknowledges that it does not possess or hold any right to purchase the Demised Premises or to exercise a right of first refusal with respect to the Demised Premises.

15.02. Sale of Alcoholic Beverages. The TENANT covenants and agrees not to sell or permit the sale of any beer, ale, wine, or other spirituous liquor of any kind whatsoever upon or about the Demised Premises.

15.03. Avoidance of Entry on LANDLORD's Remaining Property. The TENANT will take all measures reasonably required by the LANDLORD to prevent persons from entering on or near the LANDLORD's remaining property, excepting as may be allowed herein by TENANT's use of the Demised Premises.

15.04. Right of Entry. The LANDLORD and its designees shall have the right of entry at any time during reasonable working hours for the purpose of inspection of the Demised Premises, as well as for the purpose of trail rehabilitation and maintenance adjacent to the Demised Premises.

15.05. Original Term; Renewal Terms. All references herein to the Term of this Lease shall mean the original term and any extension or renewals thereof.

15.06. Topic Headings. The topic headings of the articles, sections, or paragraphs in this Lease are for convenience and reference purposes only and are not to be considered or relied upon for purposes of the content of such articles, sections, or paragraphs.

15.07. Entire Agreement. This Lease, with the terms and provisions contained herein, constitutes the entire agreement between the parties and supersedes and replaces all other agreements and representations in connection with leasing the premises herein described. This Lease may only be modified or amended by a writing which states that it modifies or amends this Lease and which is signed by all parties.

15.08. Compliance with Law. This Lease pertains only to the former railroad properties owned by the State of Vermont and administered by its Agency of Transportation and does not release the TENANT from the requirements of any otherwise applicable statutes, rules, regulations, or ordinances (e.g., Act 250, local zoning, etc.).

No tenant, subtenant, partner, affiliate, employee, or officer of the TENANT shall utilize or employ the Demised Premises or any rights or privileges acquired under the terms of the Lease, or knowingly allow such utilization or employment, in a manner which would constitute a violation of criminal law, whether state or federal.

15.09. Notice. Any notice or other communication in connection with this Agreement shall be deemed given when received (or upon attempted delivery if delivery is not accepted). Such notices shall be in writing and delivered by hand or sent either (a) by registered or certified mail (return receipt requested) with the United States Postal Service; or (b) by Federal Express or other similar overnight mail carrier furnishing evidence of receipt to the sender, at the following addresses or at such other address as may hereafter be designated by notice:

(a) As to LANDLORD: Division of PPAID, Rail/Aviation Bureau
Barre City Place
219 North Main Street, Suite 402
Barre, VT 05641-6129

With copy to: Assistant Attorney General
Vermont Agency of Transportation
Barre City Place
219 North Main Street, Suite 201
Barre, Vermont 05641-6129

(b) As to TENANT: The Town of Hardwick
P.O. Box 523
20 Church Street
Hardwick Vermont 05843

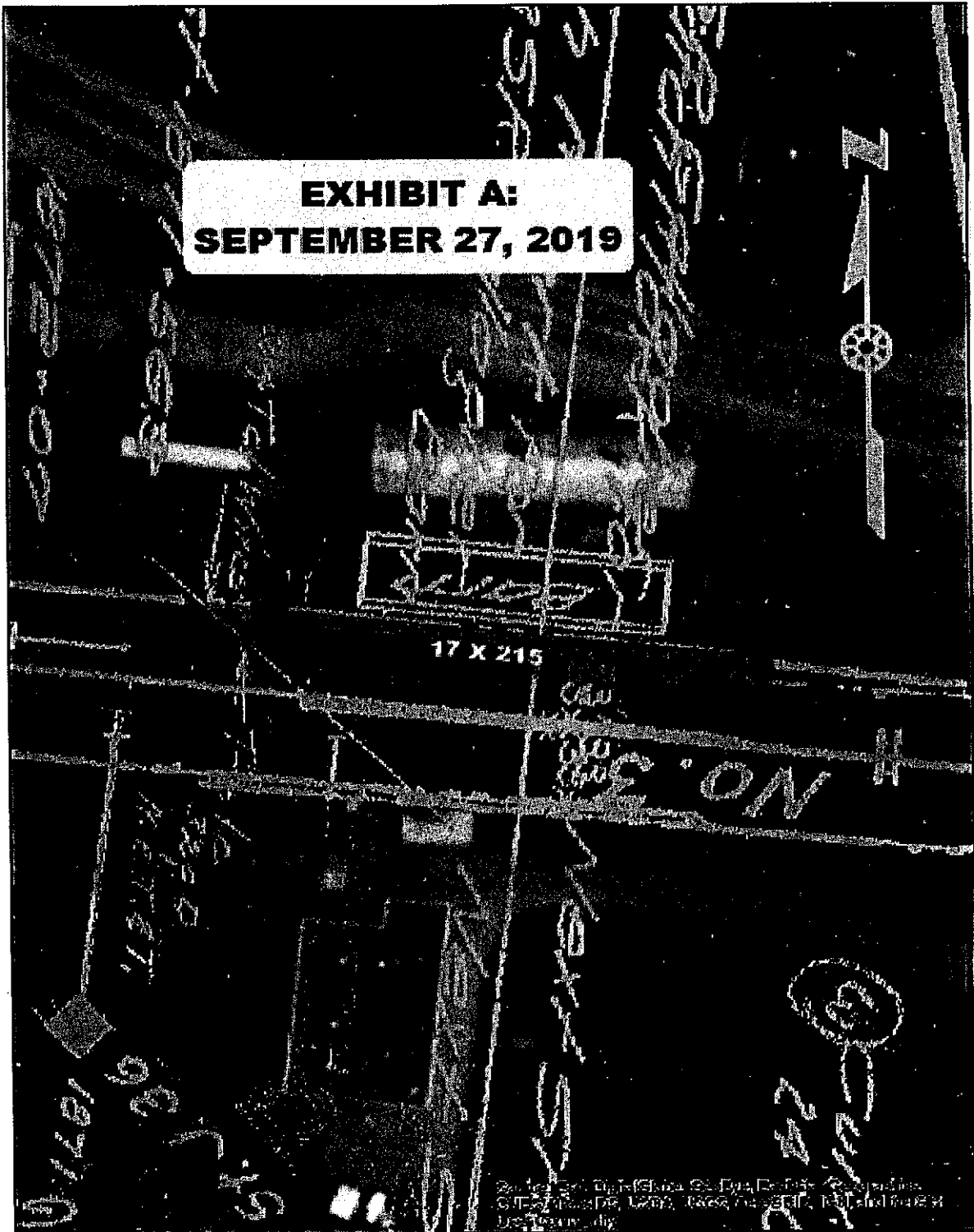
15.10. Prior Negotiations, Etc. No statements, expressions of opinion, representations, or agreements of any nature whatsoever, not herein expressly stated, made by any representative or agent of the LANDLORD, the State of Vermont, or the Vermont Agency of Transportation shall be binding on, or of any effect against the LANDLORD, the State of Vermont, or the Vermont Agency of Transportation.

15.11. Successors and Assigns. The covenants and agreements herein contained shall inure to the benefit of, and be binding upon, the successors, executors, administrators, and assigns of the parties hereto respectively provided, however, that this Lease shall not be assigned by the TENANT without the prior written consent of the LANDLORD, as provided in this Lease.

15.12. ADA Compliance. The TENANT agrees to comply with the Americans with Disabilities Act of 1990 and to assure that individuals with disabilities have equitable access to the services, programs, and activities offered by the TENANT under this Lease.

**** [Remainder of page deliberately left blank] ****

**EXHIBIT A:
SEPTEMBER 27, 2019**



IN WITNESS WHEREOF, the STATE OF VERMONT has caused this instrument to be subscribed, this ____ day of _____, 20____, by Joe Flynn, its Secretary of Transportation and duly authorized agent.

STATE OF VERMONT
("LANDLORD")

By: _____
Joe Flynn, Its Secretary of Transportation
and Duly Authorized Agent

STATE OF VERMONT)
WASHINGTON COUNTY, ss.)

At Barre City, this ____ day of _____, 20____, personally appeared Joe Flynn and acknowledged the foregoing instrument, by him as Secretary of Transportation and duly authorized agent of the STATE OF VERMONT subscribed, to be his free act and deed and the free act and deed of the STATE OF VERMONT.

Before me,

Signature of Notary Public

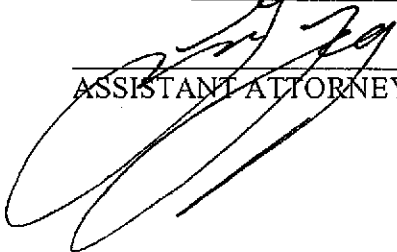
Type or print name of Notary Public

Commission No. _____

My commission expires _____

APPROVED AS TO FORM:

DATED: 1/2/2020



ASSISTANT ATTORNEY GENERAL

IN WITNESS WHEREOF, the TOWN OF HARDWICK has caused this instrument to be subscribed this 16 day of January, 20 20, by Eric Remick, Danny Hale, Lucian Avery, Shari Cornish, and Elizabeth Dow, its Select Board and duly authorized agents.

THE TOWN OF HARDWICK
("TENANT")

By: [Signature]
Eric Remick, Chair

By: [Signature]
Danny Hale, Vice Chair

By: [Signature]
Lucian Avery

By: _____
Shari Cornish

By: [Signature]
Elizabeth Dow

Its Select Board
and Duly Authorized Agents

STATE OF VERMONT)
CALEDONIA COUNTY, ss.)

At Hardwick, this 16 day of January, 20 20, personally appeared Eric Remick, Danny Hale, Lucian Avery, Shari Cornish, and Elizabeth Dow, by them as its Select Board and duly authorized agents of the TOWN OF HARDWICK subscribed, to be their free act and deed and the free act and deed of the TOWN OF HARDWICK

Before me,

[Signature]
Signature of Notary Public

Casey Rowell
Type or print name of Notary Public

Commission No. 157.0009376
My commission expires 01-31-2021