

THIS INDENTURE, MADE THIS

_____ day of _____, 2013

BETWEEN **THE TOWNSHIP OF FRANKLIN, County of Gloucester,
A New Jersey Municipal Corporation,**

whose post office address is **1571 Delsea Drive, Franklinville, NJ 08322,**

hereinafter referred to as “Lessor”,

AND **SCAPELLATO FARMS, LLC,**

whose post office address is _____,

hereinafter referred to as “Lessee”,

WITNESSETH, that the said Lessor does hereby grant, demise and farm-let unto the said Lessee, and the said Lessee hires and takes from the said Lessor, **ALL THAT** farm, messuage, plantation and premises located and situate in the **Township of Franklin, County of Gloucester**, and commonly known as **Block 6805, Lots 12, 18 and 19**, owned by the Township of Franklin

TO HAVE AND TO HOLD the said premises for the term of the 2013 growing season from the 1st day of March, 2013 until December 31, 2013 at the yearly rent or sum of **\$2,000.00**.

IT IS UNDERSTOOD AND AGREED that if the Meredith Farms Redevelopment Project moves forward, the farmer will be notified 30 days prior to the redevelopment commencing and his crops must be harvested at that time.

AND IT IS FURTHER UNDERSTOOD AND AGREED, between the Parties hereto that the said Lessee will not underlet (sublet) the said premises or any part thereof or assign this Lease or any part thereof without the permission of the Lessor first having been obtained in writing and that said Lessee will sow and plan seed, harvest and gather crops in season and till and cultivate the said premises and farm the same in a good farmer like manner.

AND THE SAID Lessor expressly reserves the right to go on said demise premises or any part thereof at any time for the purpose of inspecting the same or making improvements thereon. Lessee hereby agrees that it will pay rent as aforesaid at the times hereinbefore stipulated and in the event of failing to do so or in the event of Lessee’s failure to keep any other covenants and conditions herein contained, the term hereby granted shall end and all rights of the said Lessee in said premises shall cease and determine and this Lease shall become null and void and the Lessor may reenter the said premises and remove all persons and property there from or proceed by action for the recovery of the said premises or otherwise however.

AND THE SAID Lessor does covenant and agree with the Lessee that upon the faithful performance by the Lessee of the covenants, agreements and conditions aforesaid, that the said Lessee shall use, occupy, possess and enjoy the said premises for the term aforesaid without the suit, eviction or disturbance of said Lessor.

AND THE SAID Lessee agrees with the Lessor that at the expiration of the said term or other termination of this Lease that Lessee shall and will deliver up the said premises to the Lessor in as good state and condition as the same were when Lessor entered thereon by virtue of this lease or that the same may be put into during the term, accidents happening by fire, tempest or other casualties beyond the control of the Lessee excepted.

AND IT IS FURTHER AGREED, between the parties hereto that this agreement shall be for the benefit of and binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LEASE Dated: _____, 2013

Dated: _____, 2013

Between,

**THE TOWNSHIP OF FRANKLIN, County of Gloucester,
A New Jersey Municipal Corporation,**

Lessor,

And,

SCAPELLATO FARMS, LLC,

Lessee,