

LEASE

THIS AGREEMENT, made this 25th day of April, 2007, between the **TOWN OF CLINTON**, a municipal corporation having its principal place of business at Town Hall, 242 Church Street, Clinton, MA 01510-2624, hereafter referred to as "Lessor", and **CLINTON FISH & GAME PROTECTIVE ASSOCIATION, INC.**, a Massachusetts Chapter 180 non-profit corporation having its principal place of business at 185 Lancaster Road, Berlin, Massachusetts 01503, hereafter referred to as "Lessee".

WITNESSETH:

In consideration of the mutual promises contained herein, it is agreed as follows:

1. **Leased Premises.** The Lessor, subject to the rights reserved in Paragraph 13 hereof, hereby leases to the Lessee ALL THAT TRACT OR PARCEL OF LAND containing approximately Twelve Point Three (12.3) acres and located in the most southerly corner of the Town of Lancaster within a triangle bounded on two sides by the Lancaster Town Line and on the third side by South Meadow Pond, a portion of said Parcel being commonly known as "The Clinton Rifle Range" and being more particularly bounded and described in Exhibit A, annexed hereto and made a part hereof, hereinafter called the "Property".
2. **Term.** The term of this Lease shall be for a term of ten (10) years, commencing on the 1st day of May, 2007, and terminating on the 30th day of April, 2017, unless sooner extended or terminated under the terms and conditions of this Lease.
3. **Extended term.** This lease may only be extended by mutual agreement of the parties at terms and conditions mutually agreed to by the parties.
4. **Rent.** The Lessee agrees to pay an annual rental fee to the Lessor, as set forth below: The sum of \$600.00 (Six Hundred Dollars) per year, or a sum equal to the sum of real estate taxes properly assessed by the Town of Lancaster during the term of the lease, whichever sum is greater. The Lessor shall notify the Lessee sixty days (60) prior to the due date of any increased sum due. The Lessee shall make these payments for the first year upon execution of this agreement and thereafter on the anniversary date of this Lease. If the final year of this Lease is not a full calendar year, the sum due shall be prorated.
5. **Insurance.** The Lessee shall provide liability insurance coverage on the Property for the full term of the lease naming the Town of Clinton as an additional insured in an amount of One Million dollars (\$1,000,000.00) or any other amount deemed acceptable by the Board of Selectmen. The Board of Selectmen retains the right to waive this lease provision in its sole discretion. Lessee shall provide a copy of the declaration page of the insurance showing the amount of coverage and that the Town is an additional insured to the Board of Selectmen

within ten (10) days of execution of this agreement.

6. **Indemnification and hold harmless.** The Lessee hereby agrees to indemnify, defend and hold harmless the Lessor from and against all claims for injury or damage to person or property arising out of or caused by the use of the Property by the Lessee or its members, their guests, agents or invitees to include but not limited to reasonable attorney fees. Lessee hereby acknowledges that Lessor has acted in good faith in its negotiations of this lease and in the acceptance of the proposal from the Lessee in response to Lessor's request for proposals regarding the subject property. Lessee agrees to indemnify, defend and hold harmless the Lessor if it is subsequently determined by a court of competent jurisdiction or Town Meeting that said lease is invalid thereby terminating Lessee's rights to use the property as outlined in this agreement.
7. **Lessee's rights.** The Lessee is hereby granted the right to occupy and use the Property during the initial term and any extensions thereof for: Hiking, Hunting, Fishing, Cross Country Skiing, Target Shooting, Archery, Boating, and Picnicking & Camping. The Lessee will facilitate use of the Property by the Clinton Public School System to promote educational and scientific activities. Any outdoor recreational activity compatible with open space/recreational use will be encouraged. The Lessee will promote the natural resources of the property, and promote keeping the land as open space. During the term of this lease and any extensions thereof, the Lessor shall not, by Conservation Restriction, Regulation, Law or any other method, exclude, limit or restrict the above described uses of the Property, unless this lease is first terminated in accordance with the provisions of article 13 of this agreement.
8. **Buildings or other improvements existing or erected by Lessee.**
The Lessee may not erect any buildings on the Property without the prior written permission of the Lessor. The title to any building so erected shall vest in the Lessor. Said buildings shall be at the sole cost and expense of the Lessee. The Lessee will advise the Selectman of any prospective projects for the Selectman's input and suggestions. The Lessee will obtain the prior written approval of the Board of Selectman before undertaking any erection of buildings. Town services provided by the Department of Public Works may be deployed for such purposes as the Board of Selectman, in its sole discretion, deems in the interests of the residents of Clinton.
9. **Lessee must comply with all laws.** The Lessee shall fully cooperate with Lessor and the duly authorized federal, state or local authorities in complying with and enforcing all laws and regulations now in effect or hereafter enacted or promulgated pertaining to the protection of fish, birds, and game and the use of the Property for recreation, and fishing purposes and as a rifle range. The Lessee shall restrict its usage of the Property, described in Schedule A and annexed hereto, to its members, their guests, agents or invitees, and any resident of the Town of Clinton only. Lessee shall not permit any commercial use of the Premises. It shall be the responsibility of the Lessee to comply with all Federal, State and local rules, regulations, statutes and bylaws for any use of the premises by Lessee.
10. **Lessee to maintain leased premises.** Lessee shall not allow or suffer trash, glass, cans, refuse or garbage to accumulate on the Property. Lessee shall cause the same to be hauled

away at its own expense. Lessee shall not allow any garbage or refuse to be burned on the Property. The Lessee shall be bound by and comply with all federal, state and municipal sanitation, health, environmental and other laws, orders and regulations which may pertain to the use or possession of the Property. Lessee shall organize regular community efforts to clean up the Property and may receive the assistance of the Lessor as determined by the Board of Selectman in its sole discretion. The Lessee will not be held responsible for clean-up of previously existing hazards or waste. The Lessee will not be held responsible for clean-up or disposal of illegally dumped or illegal disposal of waste materials unless said dumping or disposal is done by Lessee its members, their guests, agents or invitees.

11. **No assignment of Lease or subletting of Premises.** This Lease shall not be assigned, and no part of the Property shall be subleased by the Lessee. Lessee shall not use or permit the Property to be used by anyone, for any purpose other than the above specified, without the prior written consent of the Lessor. If this Lease is assigned or the Premises subleased, or the Property are used or permitted to be used by the Lessee without such written consent, the Lessor may terminate this Agreement, re-enter and re-let the Property.
12. **Lease is subordinate to any mortgage outstanding on property.** This Lease, and any amendments or extensions thereof, is and shall be subordinate to any mortgage now, or hereafter to become, a lien on said property provided that the same shall not alter the Lessee's rights of use as set forth in Paragraph 7, above. Lessee agrees to execute any documents required by any mortgage to effect such subordination.
13. **Termination of Lease by Lessor.** The Board of Selectmen retains the absolute right in its sole discretion to terminate, for cause, the lease agreement if the Board determines that the Lessee has substantially breached the terms of the lease agreement. The Town Meeting, by majority vote has the absolute right in its sole discretion to revoke the lease agreement if the Town Meeting determines it is in the best interests of the Town to revoke the lease agreement; however; Lessor shall give Lessee at least sixty (60) days written notice prior to the effective date of termination of the Lease. In the event of termination under this Paragraph, all rental fees and taxes and assessments shall be prorated and paid or refunded, as the case may be, on the effective date of termination.
14. **Condemnation of property by government.** In the event of a condemnation by any governmental or quasi-governmental authority, all compensation and damages awarded for such condemnation shall be the sole and exclusive property of the Lessor.
15. **Lessee to supply list of names and addresses of its officers, directors and caretakers.** The Lessee, upon execution of this Lease, shall deliver to the Lessor a list of the names and residential addresses of its officers, directors, watchmen. Lessee will provide the Chief of Police with a copy of its list of members on an annual basis. This list shall be updated within fourteen days (14) if requested by the Lessor.
16. **Boundary lines of premises.** The Lessee shall post the boundary lines of the Property with

signs at appropriate intervals indicating the use of said Property for recreational activities such as Hiking, Hunting, Fishing, Cross Country Skiing, Target Shooting, Archery, Boating, and Picnicking & Camping, the hours of operation and that only properly licensed individuals may use the property for the shooting and or discharge of firearms. All signs must comply with the Zoning By-Laws of the Town of Clinton and/or Lancaster, if applicable.

17. **Lessor & Lessee to be furnished with keys or combinations to all locks on gates.** The Lessee will be furnished with keys or combinations to all locked gates, which may be erected or maintained by the Lessor. The Lessor will be furnished with keys or combinations to all locked gates, which may be erected or maintained by the Lessee. Lessee shall maintain all gates and fences, which it has installed, if any, in good repair and in good working order. Lessor shall be entitled to access to the property at any time to ensure Lessee is in compliance with this agreement. The Police, Fire, and Department of Public Works of the Town of Clinton must also receive keys or combinations to all locks on gates within twenty-four (24) hours of installation of said locks and/or gates.
18. **Giving of notice.** any notice required to be given to Lessor shall be in writing and sent by certified U.S. mail, return receipt requested or equivalent (e.g. Federal Express), to **Town of Clinton, Board of Selectmen**, located at **Town Hall, 242 Church Street, Clinton, Massachusetts 01510** and a copy to the **Office of the Town Solicitor**. Any notice required to be given to Lessee shall be in writing and sent certified mail, return receipt requested, to the **Clinton Fish & Game Protective Association, Inc.**, located at 185 Lancaster Road, Berlin, Massachusetts 01503. Notice shall be deemed given when received.
19. **Other Provisions:**
-The Lessee shall prohibit discharge of firearms on the leased property during funerals at the new cemetery or any expansion thereof. It shall be the responsibility of the Lessee to determine when funerals are being held, prior to use of the property. Use of the property by unauthorized persons (i.e. not Lessee its members, their guests, agents or invitees) or for unauthorized purposes will not be considered a breach of this contract. The Lessee and the Lessor will cooperate in the prevention of unauthorized use of the leased property. Discharge of Firearms shall be allowed on the Property: Monday's through Saturday's, 8:00am to Dusk (30 minutes after sunset), Sunday's and holidays, 10:00am through 5:00pm.
20. **Complaints:**
The Lessee shall be available to attend any hearing that the Lessor may have with regard to complaints received by the Lessor about the operation and use of the Property by the Lessee, provided said meeting is convened in accordance with the opening meeting law.
21. **Agreement contains entire understanding of parties.** This Agreement contains the entire understanding of the parties; there have been no representations made which are not contained herein.
22. **Modification of Agreement.** This Agreement may only be modified by a written amendment signed by both parties. An oral modification shall not be binding on either party.

23. Interpretation of Agreement. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.
24. Failure to enforce Agreement. Any failure by either party to enforce any right arising hereunder shall not be deemed a waiver of such right.

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

Town of Clinton, Lessor

By: Steven Mendonça
Selectman

By: Joseph P. Patacchini
Selectman

By: Robert V. Pasquale
Selectman

By: Anthony M. J. [Signature]
Selectman

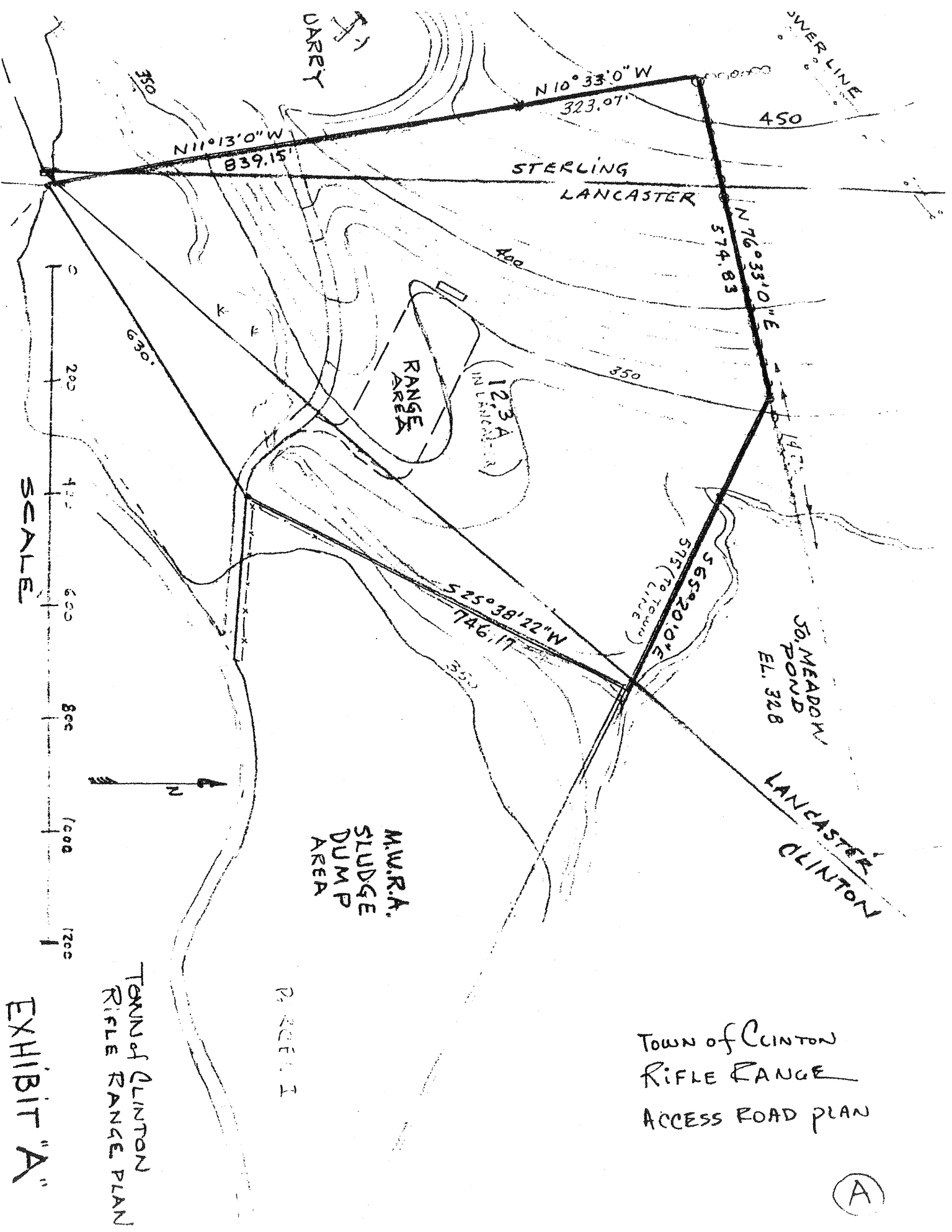
By: Paul [Signature]
Selectman

CLINTON FISH & GAME PROTECTIVE ASSOCIATION, INC., Lessee

By: [Signature]
President

By: Richard H. Freed
Treasurer

By: Mac Winda
Clerk/Secretary



DAREY

$N 10^{\circ} 33' 0'' W$

323.97'

450

$N 11^{\circ} 13' 0'' W$
839.15'

STERLING
LANCASTER

$N 76^{\circ} 33' 10'' E$
574.83

630'

RIFLE
RANGE
AREA

123 A
IN LANCASTER

350

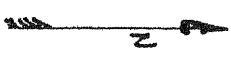
$S 65^{\circ} 20' 10'' E$
575 (TO TOWN)
 $S 25^{\circ} 38' 22'' N$
1196.17

50 MEADOW
POND
EL. 328

LANCASTER
CLINTON

M.W.R.A.
SLUDGE
DUMP
AREA

SCALE



TOWN of CLINTON
RIFLE RANGE PLAN

EXHIBIT "A"

TOWN of CLINTON
RIFLE RANGE
ACCESS ROAD PLAN

(A)