

TOWN OF THETFORD LEASE

Town Forest, Five Corners Road, Thetford Center, VT

This Lease, made in the Town of Thetford, in the County of Orange and the State of Vermont, by and between the Town of Thetford, a municipal corporation, organized pursuant to the laws of the State of Vermont, by and through its Selectboard (hereafter denoted “the Lessor”), and the Upper Valley Fish and Game Club, Inc., a Vermont corporation with a principal place of business in Thetford (hereafter denoted “the Lessee”), by and through its duly authorized representatives,

WITNESSETH:

1. Premises. The Lessor hereby leases to the Lessee the following described property of land located in the Town of Thetford:

Being a 50 acre portion, consisting of the current gun range area with adequate safety area, to be posted completely along its perimeter, existing of the parcel of land of the former William A. Higgins farm premises, so called, as was conveyed to the Town of Thetford by deed of R.H. Hatch, Administrator of the Estate of William A. Higgins dated May 27,1941, and recorded in Book 34, Page 582 of the Thetford Land Records. Said Town owned property being now know as the Town Forest.

2. Term. The lease shall run for a period of ten (10) years commencing from the date of the signing of this document, so long as the Lessee abides by all terms and conditions incorporated herein.

3. Rent. The Lessee shall pay rent in the amount of One Dollar (\$1.00) per year.

4. Improvements. The Lessee shall not clear, cut or bulldoze the premises, nor erect any buildings or construct any roads or ponds or otherwise significantly alter the premises in any way, nor cause to have any of the foregoing acts done without first obtaining explicit approval from the Lessor. At the conclusion of the term of this lease, it shall be the Lessee’s responsibility to remove from the premises any structures (*physically built, above ground or below*) placed thereon during the course of the tenancy unless the Lessor specifically requests that the structures remain in place.

The Lessee shall be responsible for obtaining any and all permits, whether local, state or federal, for any and all improvements made on the premises.

5. Termination. This lease shall expire ten (10) years from the date hereof, or upon the existence of any of the following events, whichever shall occur first in time:

- The Lessee ceases to exist as an active organization; or
- The Lessee violates any of the terms herein, after notice and a reasonable opportunity to correct the breach.

6. Other obligations. The Lessee shall be responsible for maintaining the premises in proper repair at all times, and to surrender the premises in as good condition as when possession is taken under this instrument, normal wear and tear excepted. The Lessee shall insure that all reasonable measures are taken to protect the public from the hazards presented from any of the activities in which the Lessee engages. Lessee is required to maintain current liability insurance coverage.

The Lessee agrees to comply with, implement and complete all improvements as dictated within an Environmental Stewardship Plan (ESP) approved by the Vermont Department of Fish & Wildlife. This plan is to help the Upper Valley Fish & Game Club to implement the Environmental Protection Agency's Best Management Practices, to address issues such as erosion, lead leaching and lead reclamation.

Such approved Stewardship Plan with the Vermont Fish & Wildlife Dept. shall also include a Range Management Plan to address all safety issues, such as the construction of approved backstops and the installation of side and rear berms as dictated in such plan. Such plan will also allow for continued water quality testing by Vermont Agency of Natural Resources.

A copy said approved Environmental Stewardship Plan and Range Management Plan must be presented to the Lessor by July 1st, 2015, with implementation of both Plans to begin during the 2015-year and be completed in full by the end of the 2018-year. The Lessee will also be required to provide to the Lessor annually, a copy of Club filings with the Secretary of State, as well as an updated Certificate of Insurance.

The Lessee shall abide by all terms set forth in their Conditional Use Zoning Permit, as issued by the Orange County Superior Court, as of 1981. The Lessee shall also be responsible for enforcing all conditions of said Permit, and this Lease by both Club members and any and all non-member use of the area.

The Lessee will be responsible for maintaining posted safety signs around the entire 50-acre property perimeter indicating that it is an active shooting range, as per the minimum requirements dictated by the State of Vermont.

The Lessee agrees to allow, with advance notice to the Club officers, the Lessor to conduct land management operations in accordance with the Town Land Management Plan, including forest inventoring, invasive vegetation control, timber harvesting, or other Town land management activities as required.

7. Restrictions.

- No fully automatic weapons to be used
 - No .50 caliber center-fire rifle (BMG) or larger to be used
 - No drones to be used
 - No exploding targets or Tannerite to be used
 - Club must post hours of operation as follows;
 - Hours announced annually in a public location.
 - Maintaining visible signs at entrances with hours of operation and restrictions.
 - Must post special shooting events (non-normal hours, such as law enforcement training) 4 days in advance to the town public notice(s) location and town listserv, and as allowed in the Clubs Conditional Zoning Permit.
 - Mon, Tue, Thu, Fri, 9:30AM to 7:30PM or ½ hour after sunset, whichever is earlier.
 - Wed- 9:30AM to 8PM or ½ hour after sunset, whichever is earlier.
 - Sat- 9:30AM – 5PM
 - Sun- 10AM – 3:30PM*
- *There are to be No Sunday shooting hours between May 1 and August 31, to allow maintenance and improvement work to be completed at that time. Those Sundays prior to, and after, shall be open for the above listed hours.

8. Subletting. This instrument may not be assigned or Sublette to any other entity without the Lessor’s express prior approval.

9. Indemnification. The Lessee shall indemnify and hold the Lessor harmless from any and all liabilities, including, but not limited to, damages, costs, causes of action or claims of any kind caused by any acts, whether negligent or deliberate, of the Lessee or any individual on the premises, whether lawfully or unlawfully. The Lessee shall, as mentioned above, be required to provide an annual updated Certificate of Insurance to the Lessor, for Town records.

10. Mid-term Review. The terms of the lease are subject to a full review at the end of 1-year, 3-year and 10-year terms, the 10-year term also being part of any requested lease renewal. Review terms to also allow for Public Comment at two consecutive Selectboard meetings, to be warned as such. The Lessor reserves the right to have an onsite inspection at any point within the terms of the lease, with an officer of the Club for conditions, or in the event of any complaints brought forth.

WITNESS our hands this _____ day of _____, 2014.

(SIGNATURE SPACE W/PRINTED NAMES BELOW)

Additional Comments & Thoughts –

Legal counsel will review any potential lease – this is only a draft!

Who cleans up the site if the Club ceases to exist or declares bankruptcy? Bond posted?

There was discussion with the Club of the need to replace the cable with a gate that signage can be posted on to present a much more visual statement to non-members . . . thoughts?

Discussion was that the Club would be required, as part of their lease, to cover the Town's legal costs in reviewing the lease . . . a one-time cost every 10-years. Should this be a first year cost, or part of an annual rent amount to cover, thus meaning rent would not be \$1, but \$1 plus that legal fee divided over the 10-years? . . . thoughts?