

Town of Thetford

PO Box 126

Thetford Center, VT 05075

(802) 785-2922

## 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, this **25<sup>th</sup> April, 2016**, to supersede that agreement of 22<sup>nd</sup> February, 2016.

#### WITNESSETH:

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

*Being a 56-acre portion (±), consisting of the current gun range area with adequate safety area and the 1-acre adjoining pond area, totaling 57-acres (±). These acres being part of the 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 and the attached Memorandum of Understanding (MOU).

**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 written 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" (the leased area).



Doc ID: 000494000005 Type: LAN

BK 155 PG 531-535

Received for Record at Thetford, VT  
On 04/28/2016 At 2:00:00 pm

- 5. Termination.** This lease shall expire ten (10) years from the date hereof, or upon the occurrence of any of the following events, whichever shall first in occur:
- a) The Lessee ceases to exist as an active organization, which shall include, but not be limited to, the termination of its status as an active corporation with the Vermont Secretary of State's Office; or
  - b) The Lessee violates any of the terms herein, or attached, after notice and a reasonable opportunity to correct the breach.
  - c) Upon a breach of this Lease, the Lessor shall have the right to terminate the Lessee's right to possession of the Premises by any lawful means and retake possession, and all further liability under the Lease on the part of the Lessor shall terminate. If the Lessor shall exercise its right to terminate this Lease, the Lessee shall be liable for and shall pay to the Lessor the costs of removing and storing the Lessee's property, the costs of repairing, altering, remodeling, or otherwise returning the Premises to an acceptable condition, and all reasonable expenses incurred by the Lessor, including, but not limited to, its reasonable attorneys' fees.
  - d) If the Lessor shall terminate this Lease, the Lessor shall have the immediate right thereafter to re-enter the Premises and to remove all persons and property therefrom. Such property may be stored elsewhere, in the Town's discretion, at the cost of and for the account of the Lessee. In such event, the Lessor shall not be deemed guilty of trespass or become liable for any loss or damage, which may be occasioned thereby.
  - e) These rights and remedies are distinct, separate, and cumulative remedies, and the exercise of any of them by the Lessor shall not be deemed to exclude the Lessor's right to exercise any or all of the others. All charges payable.
  - f) No waiver of any covenant or condition, or of the breach of any covenant or condition of this lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition, nor to justify or authorize the nonobservance of any other occasion of the same or of any other covenant or condition hereof, nor shall the Lessor's election not to immediately terminate the Lessee's tenancy for any breach hereof be construed as a waiver of such default or of the Lessor's right to terminate the lease on account of such default, nor shall any waiver or indulgence granted by the Lessor to the Lessee be taken as an estoppel against the Lessor, it being expressly understood that if any time the Lessee shall be in default of any of its covenants or conditions hereunder, an acceptance by the Lessor of the Lessee's continuing tenancy shall not be construed as a waiver of such default, but the Lessor may at any time thereafter, if such default continues, terminate this Lease on account of such default.
  - g) In any action to enforce the provisions of this Lease and MOU, the substantially prevailing party shall be entitled to collect its reasonable attorneys' fees and costs therefor.

**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.

- a) The Lessee shall abide by all terms set forth within its Conditional Use Zoning Permit, as issued by Orange County Superior Court, dated May 18, 1981. The Lessee shall also be responsible for enforcing all conditions of said Permit, this Lease and attached Memorandum of Understanding (MOU) by use from both Club members, as well as any non-members, of the leased Premises, specifically the range.
- b) The Lessee will be responsible for maintaining posted safety signs around a 56-acre ( $\pm$ ) portion of the property perimeter indicating that it is an active shooting range, as per the minimum statutory requirements dictated by the State of Vermont. The remaining 1-acre leased area shall include the Club pond to be posted to the discretion of the Club's needs.
- c) 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 inventorying, invasive vegetation control, timber harvesting, or other Town Land Management activities as required.
- d) The Lessee shall maintain the range access road in good and passable condition.

**7. Subletting.** This instrument may not be assigned or Sublette to any other entity without the Lessor's prior written approval.

**8. Indemnification.** The Lessee hereby does indemnify, defend, and save harmless the Lessor and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the Lease, by reason of any breach, violation, or non-performance by Lessee of any covenants, term, or provision hereof by reason of any injury (including death resulting at any time therefrom), or damage to property occasioned to or suffered by any person or persons including Lessor, to include its officers, officials, employees, and agents, by reason of any such breach, violation or non-performance or of any wrongful act, neglect or default on the part of Lessee or any of its employees, officers, agents, suppliers, or invitees. Lessee shall at Lessee's expense, defend Lessor upon Lessor's demand, in any action or proceeding arising from any such claims and shall indemnify Lessor against all reasonable, actual, out of pocket costs, attorneys' fees, expert witness fees, and any other expenses incurred in such action or proceeding.

Lessee's indemnification of the Town shall survive the expiration or early termination of this Lease.

**9. Insurance.** Lessee shall take out and keep in force during the term hereof, standard commercial general liability insurance with not less than \$1,000,000.00 (one - million dollars) inclusive limits with insurers reasonably acceptable to Lessor. Such

policy shall name Lessor as an additional named insured, as its interests may appear. Such policy shall provide that the insurer shall not have any right of subrogation against Lessor on account of any loss or damage covered by such insurance or on account of payments made to discharge claims against or liabilities of LESSEE covered by such insurance. If Lessee fails to take out or to keep in force such insurance, after LESSEE's receipt of five (5) days' prior written notice from Lessor, Lessor will have the right to do so and to pay the reasonable premium therefor and in such event Lessee shall repay to Lessor the amount paid as premium, which repayment shall be deemed to be additional rent payable on the first day of the next month following the said payment by the Lessor. Lessee shall furnish to the Lessor the evidence of all such insurance policies and evidence of the insurance maintained by it as herein provided. Lessee hereby agrees that the placing of such insurance shall in no way relieve Lessee from any obligation assumed under this lease. Lessee hereby agrees to release and indemnify Lessor from and against any and all liability for all damages or losses incurred from any and all perils for which Lessee is required to obtain insurance coverage but has failed to obtain same unless due to Lessor's negligence. It is understood and agreed that such release and indemnity is in addition, and not in limitation of, Lessee's obligation to obtain a waiver of the insurer's right of subrogation against the Lessor.

All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation to Lessor for all coverage's. Until this Lease no longer requires such insurance, the Lessee shall provide the Lessor with renewal or replacement evidence of insurance prior to the expiration or termination of such insurance at least thirty (30) days prior to the expiration or termination of such insurance. If any insurance policy upon the Leased Premises shall be cancelled or threatened to be cancelled by the insurer by reason of the use and occupation of the Leased Premises by the Lessee or by any assignee, sub-lessee, concessionaire or licensee of the Lessee, or by anyone permitted by Lessee to be upon the Leased Premises, Lessor may, in its sole discretion, terminate the Lease upon five (5) days' notice to Lessee, and the Lessee shall immediately deliver up vacant possession of the Leased Premises to the Lessor.

**10. Notice.** For the giving of any notice hereunder, the following shall apply:

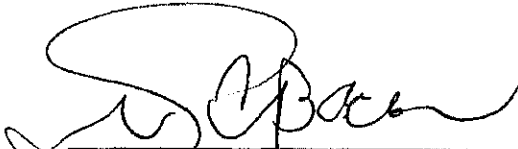
If to the Town: Thetford Town Office  
3910 Vermont Route 113  
P.O. Box 126  
Thetford Center, VT 05075  
ATTN: Selectboard

With copy to: Brian P. Monaghan, Esq.  
Monaghan Safar Ducham PLLC  
156 Battery Street  
Burlington, VT 05401

If to the Club: Upper Valley Fish & Game Club  
P.O. Box 279  
Thetford Center, VT 05075


WITNESS our hands this 26 day of April, 2016:

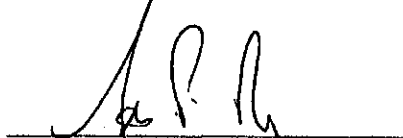
**For the Town of Thetford (Thetford Selectboard):**

  
John Bacon

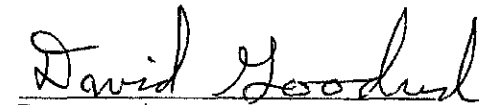
  
James Dixon

  
Jessica Eaton

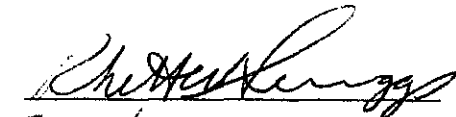
  
James Lanctot

  
Stuart Rogers (Chair)

**For the Upper Valley Fish and Game Club:**

  
President

April 28 2016  
Date

  
Secretary

