VOL: 325 PG: 271
Inst: 539

TOWN CLERK'S OFFICE
RECEIVED Jul 06,2010 08:31A
RECORDED IN VOL: 325 PG: 271
OF ROCKINGHAM LAND RECORDS
DOREEN ALDRICH
TOWN CLERK

AGREEMENT

Agreement made this 29th day of June, 2010, between the Owner/Lessor, Bellows Falls Village Corporation, the Lessor, and the Town of Rockingham, a municipality, the Lessee.

The Bellows Falls Village Corporation in consideration of the sum of ONE DOLLAR ($1.00) and OTHER VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants, representations and undertakings set forth herein, agree as follows:

1. The Bellows Falls Village Corporation leases to the Town of Rockingham, lessee, a portion of that certain property that is located on the west side of Playground Road, in Bellows Falls, Vermont, for the purposes of operating a Town Recreation Program, in "as is" condition with warranties of title only; more particularly described as follows:

   Being a portion of same lands and premises received by the Bellows Falls Village Corporation from James H. Williams by deed dated March 30, 1912, and recorded at Book 56, page 117 of the Rockingham, Vermont, Land Records; BUT NEVERTHELESS EXCEPTING from the operation of this lease the following described premises where the Bellows Falls/Rockingham Public Works Garage is located:

   Beginning at the end of a chain link fence marking the northerly line of the ball field at a point on the westerly side of Playground Rd,; thence westerly along said chain link fence to the end thereof; thence continuing on approximately the same bearing 140 feet more or less to a large double pine tree; thence northerly 125 fee more or less to the end of a culvert; thence westerly on a line parallel to the southerly side of the Public Works Garage 150 feet more or less to a corner; thence northerly on a line parallel to the westerly side of the Public Works Garage to the northerly line of property owned by the Lessor; thence easterly along the Lessor's northerly line to the westerly side of Playground Rd.; thence southerly on Playground Road to the point and place of beginning.

2. The Lessee agreed to accept the premises in their present condition and will return the premises to the Lessor at the termination of the Lease in the same or better condition as the premises are on this date.

3. The Lessee shall pay the Lessor the sum of ONE DOLLAR ($1.00) for the annual rent for the term of this Lease.

4. The term of this Lease shall be for a period of twenty (20) years and shall commence on the date this Agreement is executed.

5. The Lessee shall use the premises for recreational purposes. No part of the leased premises shall be used for any other purpose without the prior written consent of the Lessor, the Bellows Falls Village Corporation. This covenant is the primary consideration for this lease and any substantial breach thereof will entitle the Lessor to take appropriate action against the Lessee.

6. The operational costs of the property, including land, buildings, equipment and programs, during the term of the lease, will be paid for by the Lessee. Operational costs include but are not limited to electricity, fuel and telephone, snow and ice removal, trash removal, and grounds upkeep.

   The Lessor shall cover water and sewer costs including usage, and lines.

7. The Lessee shall make arrangements for hazard tree removal. Net revenue from hazard tree removal shall be paid to Lessor.

   To manage the forest land, the Lessor retains logging rights. The Lessor shall provide fifteen days notice to the Lessee prior to beginning logging operations and shall cooperate with the Lessee to minimize impact on scheduled recreational activities.

8. The Town of Rockingham, Lessee, shall at all times maintain the leased premises in a clean, neat, and orderly manner and in the same condition as the premises are at the commencement of the lease, reasonable wear and tear, damage by fire and other casualty excepted.

   Repairs and maintenance costs shall be borne by the Lessee and shall include buildings, equipment, grounds, and accessory appurtenances.

9. The Town of Rockingham, as Lessee, shall at its own expense and at all times during the term of this Lease, maintain and enforce a policy or policies of insurance which will insure the Lessor against liability for injury to persons or property in an amount not less than One Million and no/100 ($1,000,000.00) dollars and shall hold the Lessor harmless from any claims and indemnify the Bellows Falls Village Corporation for all costs arising out of or in connection with any claims, including but not limited to all costs of defense.

10. The Town of Rockingham shall not assign this lease without first obtaining the written consent of the Lessor. Use of portions of the leased premises by others for recreational purposes, with permission of the lessee, shall not constitute assignment of the lease.

11. Bellows Falls Village Corporation reserves the right to lay water and sewer lines, and to grant easements as it deems necessary.

12. It is agreed and understood that the Lessee, Town of Rockingham, shall possess and operate the leased premises during the term hereof exclusively.

13. The Town of Rockingham, in conjunction with private donations, and with permission of the Bellows Falls Village Corporation, has constructed a replacement warming hut on the Village playground land. The Town will retain ownership of the warming hut, exclusive of the underlying land. All costs of construction, insurance and maintenance of the warming hut building shall be the responsibility of the Town of Rockingham.

14. The Town of Rockingham, in conjunction with private donations and federal funds, and with permission of the Bellows Falls Village Corporation, has constructed a multi-generational recreation building on the Village playground land. The Town will retain ownership of the multi-generational recreation building exclusive of the underlying land.

All costs of construction, insurance, and maintenance of the multi-generational recreation building shall be the responsibility of the Town of Rockingham.

15. Should it be determined desirous to remove and/or construct buildings and other facilities on the subject premises, the written consent of the Lessor shall be obtained prior to removal or construction.

16. This Lease may be modified or amended only by a writing duly authorized and executed by both the Lessor and Lessee.

17. At the expiration of the term of this Lease, holding over or continuation of the recreation program by the Town of Rockingham as Lessee shall be considered to be a renewal or extension of this Lease unless written notice is given by the Bellows Falls Village Corporation, Lessor, to terminate or modify this Lease Agreement.

Dated this 29th day of June, 2010, in the State of Vermont, Town of Rockingham and Bellows Falls Village.

BELLOWS FALLS VILLAGE CORPORATION
BY the BOARD OF TRUSTEES

Witness:
Joann Perry

Roger Riccio
Roger Riccio, President

Stefan Golec

Lance Allen

Paul Obuchowski

Leslie White

STATE OF VERMONT
WINDHAM COUNTY, S.S.

At Rockingham, this 29th day of June, 2010, Roger Riccio, Stefan Golec, Lance Allen, Paul Obuchowski and Leslie White, personally appeared, and acknowledged this instrument by them sealed and subscribed, to be their free act and deed of the **Bellows Falls Village Corporation.**

Before me, Joann Perry Notary Public
My commission expires 02-10-2011

Witness:

Joanne Perry

TOWN OF ROCKINGHAM
By the SELECTBOARD:

Thomas MacPhee, Chair

Ann DiBernardo

Peter Golec

Matthew Trieber

STATE OF VERMONT
WINDHAM COUNTY, S.S.

At Rockingham, this 29th day of June, 2010, Thomas MacPhee, Ann DiBernardo, Peter Golec, ~~Robert Thomson~~ and Matthew Trieber personally appeared and acknowledged this instrument by them sealed and subscribed, to be their free act and deed of the **Town of Rockingham.**

Before me, Joanne Perry, Notary Public
My commission expires 2-10-2011