

AGREEMENT

Agreement made as of the 2<sup>nd</sup> day of June, 1992 between the Owner/Lessor, BELLOWS FALLS VILLAGE CORPORATION, and the Lessee, TOWN OF ROCKINGHAM, a municipality, involving the project for the Town of Rockingham/Town of Westminster Recycling/Transfer Facility. The Owner/Lessor and Lessee agree as set forth below:

WHEREAS, the BELLOWS FALLS VILLAGE CORPORATION has discontinued the operation of its landfill dump on property that it owns located on the east side of Route 5 in the Town of Westminster, Vermont; and,

WHEREAS, the TOWN OF ROCKINGHAM, has at its annual meeting appropriated the sum of THIRTY TWO THOUSAND DOLLARS (\$32,000) to erect a Rockingham/Westminster Recycling/Transfer Facility;

NOW THEREFORE, the BELLOWS FALLS VILLAGE CORPORATION, in consideration of the sum of ONE DOLLAR (\$1.00) and OTHER GOOD AND 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, all of that certain property that is located on the east side of Route 5 in Westminster, Vermont for the purposes of operating a Rockingham/Westminster Recycling/Transfer Facility in as is condition with warranties of title only; being described as follows:

Being all and the same lands and premises received by the Bellows Falls Village Corporation from Albert G. Rice by deed dated March 13, 1925 and recorded on March 31, 1925 at 10:00 A.M. in Volume 27, Page 230 of the Westminster, Vermont Land Records and therein being more particularly described as follows:

"Beginning on the east side of the highway leading from Westminster to Bellows Falls known as the River Road at the southwest corner of land of Dennis Drislane; thence S 76° 30' E on land of said Drislane to land of the Vermont Railroad Company; thence S 40° 30" W on land of said Railroad 842-1/4 feet to an iron pin sunk in the ground; thence S 52° 50' West on land formerly of G. A. Converse and others to an iron pin sunk in the ground on the east side of said River Road and thence northerly on said Road to the place of beginning. Containing seven acres, more or less."

2) The Lessee agrees 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

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.

*[Handwritten initials]*  
Both Lessee

5) The Lessee shall use the premises for the purpose of conducting thereon and therefrom, a Recycling/Transfer Facility, and also for dumping organic leaves and materials and snow. 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.

6) The TOWN OF ROCKINGHAM, Lessee, shall at all times maintain the leased premises in a clean, neat and orderly condition.

7) That 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 VILLAGE OF BELLOWS FALLS for all costs arising out of or in connection with any claims, including but not limited to all costs of defense.

8) The TOWN OF ROCKINGHAM shall not assign this Lease or any interest therein or sublet the premises or any part thereof, or license the use of any portion of the premises therein without first obtaining the written consent of the Lessor.

9) It is agreed and understood that the TOWN OF ROCKINGHAM shall possess and operate the leased premises during the term hereof exclusively.

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

11) At the expiration of the term of this Lease holding over or continuation of the business 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.

12) As part consideration for the use of the premises, the TOWN OF ROCKINGHAM shall pay any real estate taxes levied by the TOWN OF WESTMINSTER on said leased premises.

PAGE 2

BELLOWS FALLS VILLAGE CORPORATION

BY

*[Handwritten signatures]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
BOARD OF TRUSTEES

TOWN OF ROCKINGHAM

BY

*[Handwritten signatures]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
BOARD OF SELECTMEN

Received for the record Rockingham Town Clerk's Office-June 4th, 1992 at 9:30 A.M.

Attest: Rita M. Bruce  
Rita M. Bruce, Town Clerk