

## LEASE

THIS LEASE, made as of the 24th day of April, 2006, between the TOWN OF HAMILTON, a body corporate and politic and having a usual place of business in Hamilton, Essex County, Commonwealth of Massachusetts (the "Town") and HAMILTON AND WENHAM ROD AND GUN CLUB, INC., a corporation organized under Chapter 180 of the General Laws of the Commonwealth of Massachusetts and having a usual place of business at 284 Bay Road, South Hamilton, MA 01982 (the "Club").

### WITNESSETH

WHEREAS, the Board of Selectmen of the Town have determined that a portion of the land herein described in Exhibit A annexed hereto, formerly held for the purpose of the Town landfill is not presently needed for municipal purposes and that it would be appropriate to grant the Club's request to lease such land on the terms herein set forth;

WHEREAS, the Town has previously leased to the Club the land, hereinafter described, the most recent lease dated November 1, 1994, which lease is replaced and renewed as amended hereby;

NOW, THEREFORE, in consideration of the covenants and promises herein contained, the Town and the Club agree as follows:

1. Leased Premises. The Town hereby leases unto the Club the portion of Town landfill property in Hamilton shown on the attached plan (Exhibit A), said portion being herein called the "leased premises". for use by the Club for fishing activities and as a rifle, pistol, archery and shotgun range.
2. Term. This lease shall commence on the date hereof and shall expire on the 31st day of December, 2016; provided, however, both parties reserve the right to terminate this lease on any earlier date specified in a written notice by registered or certified mail, return receipt requested. Said notice is to be delivered consistent with required notice period set forth in a. b. c. d. and e. below, but only in the event that:
  - a. The Town accepts a plan to use the leased premises for a municipal purpose, which purpose is set forth in detail in the notice to the Club, in which case the written notice must be delivered to the Club at least one year prior to the specified termination date; or
  - b. The Town sells, leases, or otherwise conveys the property to an investor, in which case the Club will be given one year notice to vacate the property, provided the investor compensates the club in an amount equal to five most recent years of lease payments.
  - c. The Club has violated the terms of this lease and has demonstrated its unwillingness to rectify the violation within a period of at least 60 days, in which case the Town may terminate the lease at the end of the 60-day period; or
  - d. The Club ceases operations or relocates to a new location, in which case the written notice must be delivered to the Town at least two years prior to the specified termination date.
  - e. If the insurance required under Paragraph 4(c) herein is cancelled, the upon the date said cancellation becomes effective.

3. Rent. Upon execution of this lease, the Club will pay to the town as rent from the date of execution hereof through December 31, 2006 the sum of \$3,123.29. The Club will pay the sum of \$5,000.00 per annum on January 1, 2007 and upon January first of each successive year of this lease; provided, however, that if either party shall exercise their said right to terminate this lease, the portion of said rent allocable to the period from the termination date to the next anniversary of the effective date of this lease shall be refunded to the Club. Beginning with the annual rent payment due January 1, 2008 the Club shall pay a base rent of \$5,500.00 and each year thereafter, will increase the payment by \$500.00 per year until the rent is \$7,500.00. In 2013 and subsequent years, the club shall pay the previous year's rent plus an additional amount equal to said figure multiplied by the percentage increase in the Town of Hamilton's Property Tax Levy for the preceding Fiscal Year over the Property Tax Levy for the next preceding Fiscal Year. (Exhibit B Rent Calculation annexed hereto).
4. Covenants of Club and Its Members. The Club and each of its members hereby covenant and agree with the Town that during the term of this lease the Club and each of its members will perform and observe the following covenants:
  - a) Posting. The Club will post the perimeter of the leased premises in a reasonable manner with signs indicating that the property is controlled and used by the Club for a shooting and archery range.
  - b) Range Rules, etc. The Club will maintain and enforce By-Laws and Range Rules consistent with the policies of the National Rifle Association and designed to promote safety in the use of firearms upon the leased premises. In connection with the use of the leased premises, each member of the Club will comply with such By-Laws and Range Rules, with all laws, by-laws and other regulations of the Town, the Commonwealth of Massachusetts and the United States of America pertaining to firearms and, the use of the leased premises, including those regulations set forth in Exhibit C annexed hereto (Range Rules of the Hamilton/Wenham Rod & Gun Club, Inc.). Prior to adopting any changes the By-Laws or Range Rules, the Club shall notify the Board of Selectmen. The Board must approve any changes to the Range Rules. If the Board does not act within 30 days, the changes shall be constructively approved. Copies of the then current Range Rules shall be provided to the Town Clerk. Automatic firing of weapons is not allowed except as specifically required as part of official police training conducted in accordance with Paragraph 4(f)(4) herein.
  - c) Construction of Improvements. The Club agrees to construct, install and maintain the various items as set forth in Exhibit D annexed hereto, at the sole expense of the Club within the various time frames set forth in Exhibit D, each such item of construction/installation to be performed in a good and workmanlike manner with materials of adequate quality, and to be timely paid for so as to avoid any mechanic's, material man's or contractor's liens. The Club shall indemnify, defend and hold harmless the Town from any and all liens, attachments or encumbrances resulting from said construction.

- d) Indemnification. The Club as a corporation will indemnify and save the town and its officers and employees harmless from any and all expenses, damages and liabilities for bodily injury or death, or property damage or any other loss whatsoever (except for the negligence or willful act of any Town officer or employee) resulting from the Club's operation, maintenance or use of the leased premises; in addition to, but not in limitation of the foregoing, each Club member will so indemnify and save the Town and its officers and employees harmless from any and all such expenses, damages and liabilities, but only to the extent that the same shall arise directly from an action or omission of such respective member.
- e) Insurance. The Club will maintain, at its expense, a general liability insurance policy with an insurer of generally recognized responsibility (such as carriers approved or recommended by the National Rifle Association), insuring the Club and its members and the Town and its officers and employees, against liability for bodily injury or death or property damage arising out of the ownership, maintenance or use of the leased premises. such insurance to afford protection in the amount recommended by the Town's insurance advisor and in accordance with generally available coverage by recognized carriers. The Town shall be an additional Named Insured under the policy. Such policy shall contain an agreement by the insurer that such policy shall not be cancelled without at least 30 days' prior written notice to the Club and to the Town, and a certificate of such policy shall be delivered to the Town Clerk.
- f) Non-Membership Use. The Club covenants and agrees that it will not authorize the leased premises to be used by any person or entity (natural or corporate) except:
1. Members of the Club and their guests (if under 18 years of age, under the direct supervision of a parent or other responsible adult):
  2. Qualified Boy Scout Troops, Girl Scout troops, 4-H groups, Clubs and other youth groups under the direct supervision of NRA instructors and Club range officers (without charge):
  3. Instructors (who are members of the Club) and students (including non-members) attending educational courses held at the club including, but not limited to, the Hamilton/Wenham Rod and Gun Club Basic Firearms Safety Course, a non-profit program overseen by the Club, Hunter Safety Courses, Rifle, Pistol, Shotgun, Muzzleloading, archery, and fishing courses, etc.:
  4. The Police Department of the Town of Hamilton, the Police Departments of the Towns of Wenham, Essex and Manchester-by-the-Sea, the security force at Gordon-Conwell College and other individuals and police professionals under the direction of the Chief of Police of the Town of Hamilton; provided that each such permitted user agrees in writing to abide by the rules and regulations of the Hamilton Police Department, Club Range Rules, Club Environmental Stewardship Plan, and (other than the Police Department of the Town of Hamilton) agrees to pay to the Club whatever reasonable charges for this use that the Club may impose so as to defray expenses incident to such use, to indemnify the Club from any claims for personal injury or property damages resulting from the use of said ranges and to pay to the Club the reasonable costs of repairing any damages to the ranges and Club facilities caused by any such use; further provided that nothing contained in sub-paragraph d above (entitled Indemnification) shall in any way be construed to create a waiver of liability of any such Police Department for personal injury or property damage to anyone resulting from the use of said ranges by the respective Police Department.

- g) Agreement Not To Sue. The Club will refrain from asserting and each Club member agrees that such member will never assert against the town or any of its officers or employees any claim which the Club or such member may at any time have arising from any action or omission of the Town (except for negligence, willful misconduct or breach of this agreement) on or with respect to the leased premises or the Town dump.
  - h) Operational Issues. If the during the term of the Lease the Town becomes aware of issues regarding safety or noise arise, it shall be a condition of the Lease that the Club shall meet with the Board of Selectmen and abutters to attempt to ameliorate these issues.
  - i) Operating Expenses. The Club will pay all operating expenses and utilities with respect to the Leased premises.
5. Obligations of the Town. The Town agrees to maintain the access road up to the club parking lot so that it is accessible. This includes mitigating ruts or frost heave damage that would limit accessibility. It also includes snow plowing in the event snowfall exceeds an amount the DPW deems to render the road unsuitable for safe passage. The Club acknowledges that snow plowing shall be done on an as available basis.
6. Non-Transference. Nothing contained in this Lease shall be construed to transfer to the Club any liability or obligations of the Town or any third party resulting from the previous use or operation of the leased property as a dump or landfill.
7. Parties and Binding Effect. The Club will cause of its members, before any such member uses the leased premises, to become a party to this lease by signing a counterpart hereof to be maintained on file with the secretary of the club. This lease shall be binding upon and shall inure to the benefit 'of the Town, the Club and each of its members.
8. No Assignment. This agreement may not be assigned by any party without the prior written consent of the other.

IN WITNESS WHEREOF, the Town, acting by its Board of Selectmen, and the Club, acting by its President and Secretary thereunder duly authorized, have respectively executed this lease under seal as of the day and year first above-written.

THE TOWN OF HAMILTON

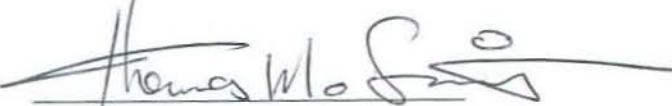
  
\_\_\_\_\_  
Selectman

  
\_\_\_\_\_  
Selectman

  
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Selectman

Date: 4/24/06

HAMILTON – WENHAM ROAD AND GUN CLUB, INC.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

Date: 4/24/2006

MAP 75

1730'

H.W. READING  
LEASE "A"  
8 ACRES

POND

See  
Plan of Land Leased  
to HAMILTON-WENHAM  
ROD AND GUN CLUB  
Located Off Chebacco  
Road, Hamilton, MA  
August 1984, by  
Gerald R. Marsella  
R.L.S. # 28720

15000'

S.S. FOUND

Steel rebar (SET)

Steel rebar (set)

SHPD

Gravel  
Mill River Marsh  
5<sup>1</sup>/<sub>2</sub> Acres

→  
= DIRECTION OF FIRING

MANCHESTER  
HAMILTON

GRAVELLY POND  
HAMILTON

LEASE PARCELS: HAMILTON LANDFILL

OF FIRING

9-16-88  
T.P.  
BOUND INFORMATION FROM  
TOWN OF HAMILTON MAPS 72-75,  
BOUND MARKERS OF HAMILTON, WENHAM  
ROD & GUN CLUB IN INC. LEASE...  
LEASE "A" = 8 ACRES S  
LEASE "B" = 5 ACRES S

**EXHIBIT B**

**RENT CALCULATION CHART**  
**FOR 10-YEAR LEASE AGREEMENT BETWEEN TOWN OF HAMILTON AND**  
**HAMILTON-WENHAM ROD AND GUN CLUB**

<b><u>RENT DUE</u></b>	<b><u>AMOUNT-----</u></b>
For 2006	prorated partial year: \$3123.29
Jan. 1, 2007	\$5000.00
Jan. 1, 2008	\$5500.00
Jan. 1, 2009	\$6000.00
Jan. 1, 2010	\$6500.00
Jan. 1, 2011	\$7000.00
Jan. 1, 2012	\$7500.00
Jan. 1, 2013	$\$7500 + [ \$7500 \times \% \text{ increase of FY'12 property tax levy over FY'11 property tax levy}]$
Jan. 1, 2014	$2013 \text{ rent amount} + [2013 \text{ rent} \times \% \text{ increase of FY'13 property Tax levy over FY'12 property tax levy}]$
Jan. 1, 2015	$2014 \text{ rent amount} + [2014 \text{ rent} \times \% \text{ increase of FY'14 property Tax levy over FY'13 property tax levy}]$
Jan. 1, 2016	$2015 \text{ rent amount} + [2015 \text{ rent} \times \% \text{ increase of FY'15 property Tax levy over FY'14 property tax levy}]$

To be REVISED

**EXHIBIT C**

**HAMILTON/WENHAM ROD & GUN CLUB, INC.  
HAMILTON, MASSACHUSETTS**

**RANGE RULES**

**SAFETY:**

1. All firearms on the range, when not in use, must be cased or have the action open. Firearms will be transported to and from the range unloaded, in closed cases or out of public view.
2. Unless specifically authorized by the Club Executive Board, rapid or sustained fire is not permitted. In addition, fully automatic or selective-fire weapons are not permitted on the range except by specific permission of the Club Executive Board and under direct supervision of the Hamilton Police Department.
3. All firing must be done on ranges so designated for that type of firing, e.g., rifle ranges, pistol ranges, shotgun ranges, etc. Special permission is required from the Club Executive Board for any deviation from the above.
4. Firing at any glass or breakable object is prohibited. Any hunting or firing at wildlife on the range is prohibited. Members will clean up after themselves and either remove used targets and cartridge cases from the range or dispose of them in the receptacles provided.
5. Alcoholic beverages are prohibited when firearms are present on the range. Firearms are prohibited when alcoholic beverages are present.
6. Children at the range must be attended by adults at all times. Pets are prohibited unless kept under restraint.
7. No person under the age of eighteen years of age is permitted to shoot unless he or she is under the direct supervision of a parent or other responsible adult.
8. Quick-draw pistol shooting is prohibited.
9. Any member who intentionally discharges a firearm other than in the direction of the backstop or berm, shall be subject to discipline by the Executive Board, including discharge from membership in the Club. Similarly, any firing outside of specifically designated firing areas is prohibited.
10. There shall be no firearms, gunpowder or ammunition stored on the range premises or left unattended.
11. Range boundaries will be clearly posted and, where permitted by the Town, will be fenced to prevent access by unauthorized persons.

**PROCEDURAL:**

1. Hours during which firing will be permitted on the range will be as follows:

Monday through Saturday: 9:00 a.m. to dusk or 7:00 p.m., whichever comes first.

Sundays: 10:00 a.m. to 4:00 p.m., except in the event of a Club-sponsored competition, at which time hours will be from 9:30 a.m. to 4:00 p.m.

2. Members will carry proof of their membership while on the range, and will be prepared to show such proof on request to the other Club members, Town Selectmen or Hamilton Police Officers patrolling the range area.

3. In the absence of Executive Board members or other appointed officials, the senior member on the premises is automatically Chief Range Officer, and will be responsible for the safe and courteous operation of the range.

4. Any member may bring one (1) guest per month to the range. The practice of bringing several guests to the range to shoot is discouraged.

5. The gate to the Club grounds should always be closed and locked behind members entering or leaving the premises. If you must wait for a guest's arrival, wait at the gate.

6. Vehicles should be parked at the designated parking lot at the range. Persons using the range must not park on the road. No vehicle, except that of a Club official carrying supplies, is permitted at the firing point during official shooting periods.

7. Any member whose conduct shall be judged by a majority of the Executive Board to have been injurious to the interest or welfare of the Club shall forfeit his or her membership and all privileges in connection therewith.

8. Unless authorized by the Executive Board, no member shall use his or her key to gain admittance to the former town landfill area for any purpose other than Club activities.

9. These rules shall be posted on the Club bulletin board at the range.

## EXHIBIT D

### Hamilton/Wenham Rod & Gun Club

#### Schedule of Improvements

- A. Installing of property line fence. An eight (8') foot high orange plastic storm fence shall be installed and maintained along the property line adjacent to the pistol house. The fence shall run from the northwest corner of the Leased premises for three hundred fifty (350') feet. Safety signs reading "Danger - No Trespassing - Active Pistol Range" shall be posted on the fence every fifty (50') feet. The fence and signage shall be installed as soon as possible weather permitting, but in no event later than June 30, 2006.
- B. Install sound reduction materials in the handgun and rifle houses on the wall and ceilings. Make structural modifications, including enclosing the sides and front, to the rifle house to bring it into conformity with the design of the handgun house. These modifications shall be completed no later than October 31, 2007.
- C. Expand the earthen berms at the rifle & pistol ranges. This shall consist of a berm constructed of organic material a minimum of eight (8') feet in height and one hundred (100') feet long separating the pistol and rifle ranges. These modifications shall be completed no later than October 31, 2008.
- D. Back stop. Construct a barrier of organic material at the end of the rifle and pistol ranges a minimum of twenty (20') feet high and forty (40') high with a continuous weather proof canopy or eyebrow a minimum of fifteen (15) feet high covering a minimum of ten (10') feet deep of the barrier. These modifications shall be completed no later than October 31, 2009.
- E. Fulfill the obligations of the Environmental Stewardship Plan by working in conjunction with the Massachusetts Department of Environmental Protection with respect to the Lead Shot Initiative. This shall be ongoing during the term of the Lease.
- F. Maintain the brush on the Leased premises insect exposure. This shall be ongoing during the term of the Lease.