

## 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 MILES RIVER MARSH RATS, an unincorporated, not-for-profit association, and having a usual place of business c/o David M. Gaffney, Don Byrne Way, Hamilton, MA 01936 (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 December 21, 1995, 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 as a skeet 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 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.
  - 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(f) 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. 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 skeet range.
  - b) Range Rules, etc. The Club will maintain and enforce By-Laws and Range Rules attached as exhibit C 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. Prior to adopting any changes to 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.
  - c) Membership. The Club's regular membership at any given time will not exceed sixty (60), and the Club will not unlawfully discriminate against any person with respect to admission to membership.
  - d) Use. The Club will not operate for greater than forty (40) days per year (mid-September to mid-April). The Club will not authorize the leasehold premises to be used by any person or entity (natural or corporate) except by members of the Club or its guests.

- e) Indemnification. The Club and its members 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.
- f) 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.
- 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) Board of Managers. The Club, shall, through the present officers representing the membership, use, develop, and manage the leased premises solely as a skeet range. To this end, a Board of Managers consisting of three (3) persons will be named by the Club officers signatory to this lease. Names, titles, and addresses of Club officers and Board of Managers will be submitted to the Town Clerk on the anniversary date of this lease.

The Club agrees that all members of the Board shall be present and/or former Club officers who are residents of the Town. Management, development, and any use of the leased premises will be the responsibility of the Board. Any further negotiations with the Town pertaining to the leased premises will be conducted on behalf of the Club by the Board of Managers.

The Board of Managers will be responsible for maintaining their original numbers, filling vacancies through appointment, and making the composition of the Board known both to the Town and to the Club.

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- i) Condition of Premises, Improvements. No structure shall be erected on the premises without prior approval of the Board of Selectmen and the Building Inspector. At the end of the lease term, the Club shall, at its expense, return the leased premises to their condition at the commencement of the lease including, at the option of the Town, the removal of any structure and other improvement. All structures erected on the leased premises and equipment therein or thereon shall be the property of the Club and may be removed from the premises by the Club at or prior to any termination of this lease, irrespective of whether the Town shall have requested such removal.
  - j) Operational Issues. If 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.
  - k) 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 each 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

  
\_\_\_\_\_  
Selectman

Date: 4/24/2006

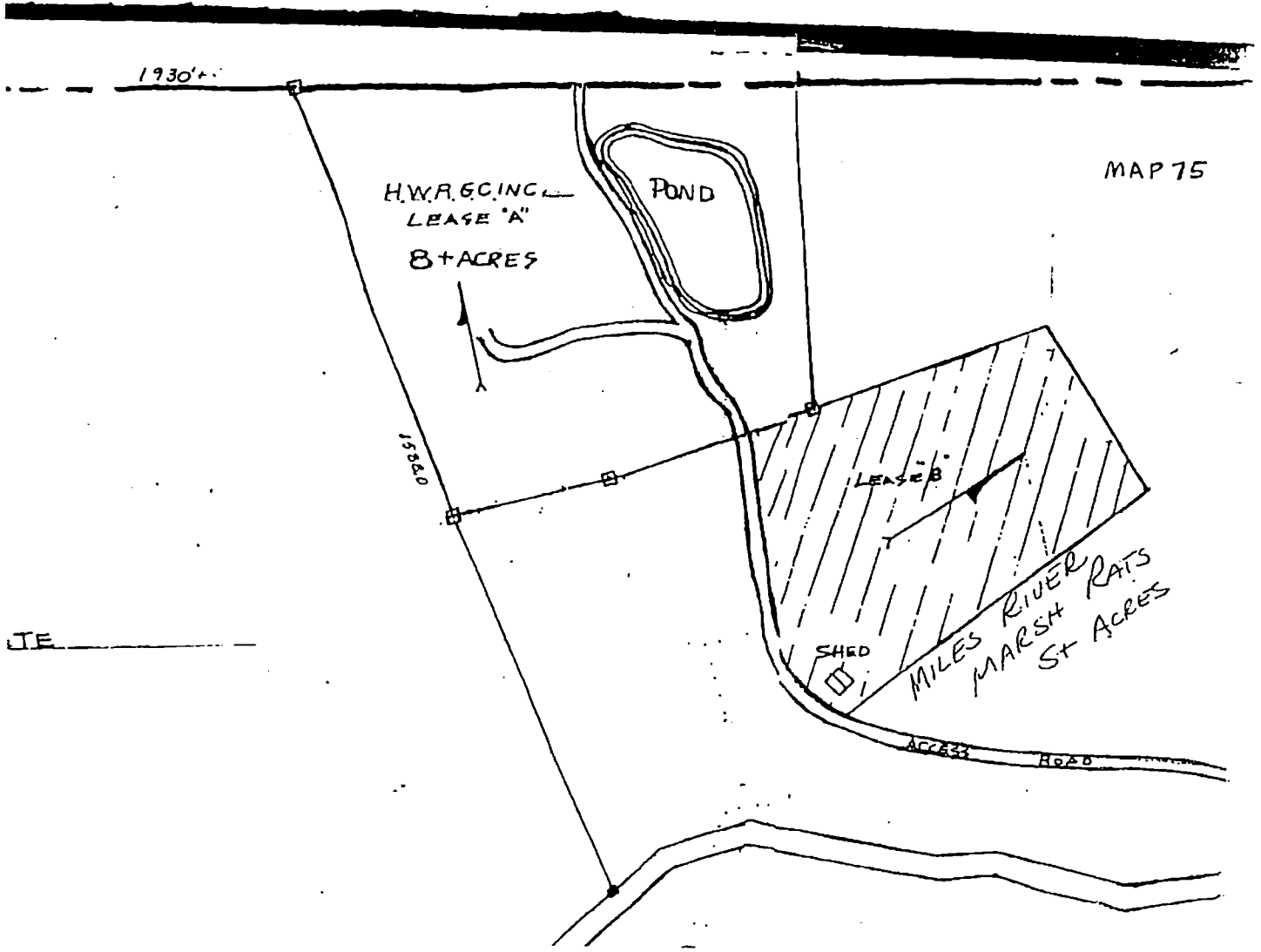
MILES RIVER MARSH RATS

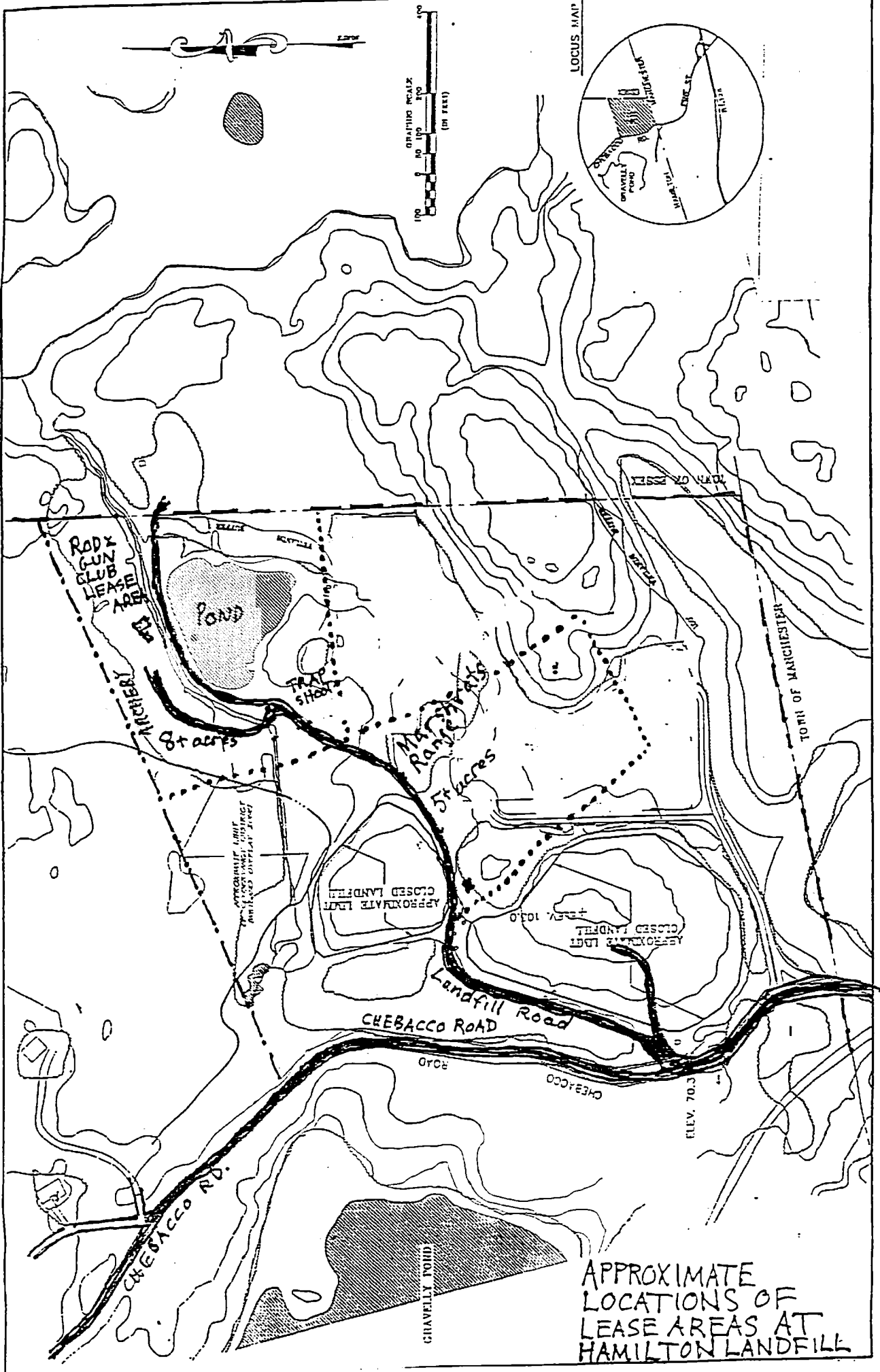
  
\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

Date: 4-24-2006

EXHIBIT A





APPROXIMATE  
 LOCATIONS OF  
 LEASE AREAS AT  
 HAMILTON LANDFILL

**EXHIBIT B**

**RENT CALCULATION CHART**  
**FOR 10-YEAR LEASE AGREEMENT BETWEEN TOWN OF HAMILTON AND**  
**THE MILES RIVER MARSH RATS**

<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 X % increase of FY'12 property tax levy over FY'11 property tax levy]
Jan. 1, 2014	2013 rent amount + [2013 rent X % increase of FY'13 property Tax levy over FY'12 property tax levy]
Jan. 1, 2015	2014 rent amount + [2014 rent X % increase of FY'14 property Tax levy over FY'13 property tax levy]
Jan. 1, 2016	2015 rent amount + [2015 rent X % increase of FY'15 property Tax levy over FY'14 property tax levy]

# **MILES RIVER MARSH RATS**

## **CURRENT SLATE OF OFFICERS**

**President – Lew Leathersich, 12 Farms Lane, Beverly Farms, MA 01915  
978-927-8477**

**Secretary – Andrew St.Pierre, 24 Black Brook Road, Hamilton, MA 01982  
978-468-1134/617-854-6611**

**Treasurer – John Viola, 146 Highland Street, Hamilton, MA 01982  
978-468-6248**

**Events - Carl Anderson, 10 Woodcrest Road, Manchester, MA  
978-526-7497**

**Range Safety Officer – Andrew St.Pierre**

**Please note that the MRMR '05/'06 shooting season has closed and the two- year terms of the current officers will be concluded upon the nomination and election of new officers at our initial meeting for the '06/'07 season scheduled for early September 2006.**

## Range Safety Regulations

1. Treat every gun with the respect due a loaded gun.
2. Only #8 and #9 shot allowed at the range.
3. No Saturday shooting of any kind without permission from the club president or Fred Smith (781-593-8657).
4. Never load your gun until it is your turn to shoot and you are standing on the shooting platform.
5. Carry your gun unloaded with the action open. Never point at anything you don't want to shoot.
6. Be certain that the barrel and the action are free of obstructions.
7. Should a delay occur while you are in a shooting position, open your gun, extract the shell, and don't reload until you are ready to resume shooting.
8. Never place your hand over the muzzle and never lean a gun against your body.
9. Always take care of your own gun. When you are not using it, place it in a gun rack or in a safe place. Never put a gun down without unloading it.

10. Never carry several gauges of shells in your shooting jacket at the same time. Carry only the correct gauge shells for the gun you are using.
11. Be alert for anyone who might stray into the firing area.
12. Never examine a gun without first checking to ensure it is unloaded.
13. If instructing an inexperienced shooter, be especially watchful and be quite firm about all the safety practices.
14. Load only one shell for each bird being shot.
15. Shells at all stations must be carried in a belt pouch, shooting vest, or appropriate field jacket.
16. Guests are to shoot after 1:30, unless the guest is an experienced shooter.
17. Range hours: Sundays 10:00 a.m. - 3:00 p.m.
18. A club officer or Fred Smith, range manager, will enforce these safety regulations, and their decision is final.

**Safe gun handling depends on you, the shooter.**