

LEASE

Agreement made this 11th day of MAY, 1994, by and between the Francestown Improvement and Historical Society (herein after Lessor), a non-profit New Hampshire corporation, located in Francestown, Hillsborough County, New Hampshire and the Town of Francestown, Hillsborough County, New Hampshire (hereinafter Lessee), by its Board of Selectman, duly authorized.

Witnesseth

WHEREAS, the Lessor agrees to lease a certain parcel of land located on the southerly side of Route 136 in Francestown, New Hampshire and more fully described in exhibit A which is attached hereto and made a part hereof (hereinafter the Plan) to the Lessee for recreational purposes, and

WHEREAS, to preserve the rural integrity of the subject premises the Lessor and Lessee have agreed upon numerous conditions which are to attach to the use and development of the land in question, which are more fully set forth below in the body of the within lease.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

PREMISES

1. The Lessor hereby leases to the Lessee a certain parcel of land located on the southerly side of Route 136 in Frankestown, New Hampshire which is more fully described in the Plan attached hereto.

TERM

2. The term of this lease shall be for ten years commencing May 11th, 1994, and terminating May 11th, 2004. This lease shall be automatically renewed on the same terms and conditions for two (2) additional periods of ten (10) years, provided, however, that the Lessee shall not be in substantial breach of the lease at the times of automatic renewal of the lease. If the Lessee is in the process of curing a substantial breach at the time the lease is to be renewed and the breach is cured as provided in paragraph no. 20 set forth below, the Lessee shall be entitled to renewal of the lease. If the Lessee does not wish to have the lease automatically renewed, the Lessee shall give written notice to the Lessor no later than six (6) months prior to the expiration of the lease term then in effect.

CONSIDERATION

3. The consideration for this lease shall be the sum of One Dollar (\$1.00), the observance and enforcement of certain restrictions upon the use of said premises by the Lessee as further set forth in paragraph no. 13 and the abatement and, if required, payment by Lessee of all real estate taxes or other levies made by the Lessee on the property during the term of this lease agreement.

INDEMNIFICATION/INSURANCE

4. During the term of this lease, the Lessee shall hold harmless the Lessor, its successors and assigns, from any and all claims, actions or disputes brought against the Lessor and arising out of the use of said premises as a recreation area for activities, including, but not limited to, baseball, soccer, basketball, volleyball and tennis. In addition to indemnification, and at the sole election of the Lessee, the Lessee may maintain public liability insurance for personal injuries and property damage occurring on the premises in an amount not less than 1,000,000. The Lessor, its successors and assigns, shall be a named insured on said policies. The aforementioned provisions of paragraph no. 4 do not excuse or relieve the Lessor from claims or actions arising from its own negligent acts.

CONSTRUCTION TO BE PERFORMED including CONDITIONS and LIMITATIONS

5. At its sole cost and expense (with the exception of a Five Thousand dollar (5,000.00) contribution from the Lessor) the Lessee shall construct the following improvements on the premises:
 - A. Regrading and re-seeding of the baseball outfield,
 - B. A soccer field as shown on the Plan,
 - C. A hard court surface with boards, light poles and lights as shown on the Plan,
 - D. A driveway off Route 136, as well as parking areas, parking spaces and the path-ways as shown on the Plan.

6. All construction will be performed in a commercially reasonable manner in accordance with prevailing standards for this type of project.

7. No construction shall begin until all necessary permits are obtained from the State of New Hampshire.

8. Construction shall commence within thirty (30) days of the final permit being obtained and shall be completed within twenty four (24) months of the commencement of the project. The period for completion of the project may be extended for up to twelve (12) months in the event inclement weather or some other unforeseeable

event(s) occur(s) which delay(s) the project.

9. No buildings shall be constructed on the premises. The shed presently located off the third base side of the baseball field may be refurbished and relocated to a more central location on the premises. Between December and March of each year a temporary skating area may be erected on the soccer field not to exceed 120 feet in length and sixty feet in width. The area will be constructed of planks not greater in size than 2 inches by 12 inches and the water shall be maintained in the area by a plastic liner. The temporary skating area shall be removed by March 31st of each year, weather permitting.
10. A gate shall be constructed at the entrance to the driveway off of Route 136 in order to prohibit vehicles from entering the premises at inappropriate times as determined by the selectmen.
11. The number of lights to be erected around the hard court shall not exceed eight (8) in number and shall not exceed a maximum wattage of 1500 watts per light. The lights shall be constructed so they can be controlled by a mechanical timer.
12. The natural barrier of trees as exists now on both sides of the stone wall, at the west side of the soccer field, will not be substantially disturbed by the lessee.

USE AND RESTRICTIONS

13. The premises shall be used for recreational purposes only, including, but not limited to, baseball, soccer, basketball and tennis.

14. Use of the premises shall be restricted to residents of Frankestown and their family members, non-resident owners of real property in Frankestown and their family members, and by guests and invitees of said residents and family members and non-resident owners and family members.

15. The Lessee may place a self-contained portable toilet on the premises on a seasonal basis provided the portable toilet is properly maintained.

16. The premises shall be open for recreational use from 8:30 A.M. to 9:00 P.M. seven (7) days a week. In the event night time use is made of the hard court, the mechanical light timer shall be set to go off at 9:00 P.M. and shall not be capable of being restarted until the next evening.

MAINTENANCE

17. The Lessee shall be responsible at its sole cost and expense to maintain the premises, including the existing tennis courts and all improvements to be constructed on the premises. Maintenance

shall include, but not be limited to, regular cutting of the grass, trash pick up, upkeep of hard court and tennis court surfaces, ice skating surface, refurbishing of nets, fences and backboards.

CONTINGENCY

18. This Lease is contingent upon the Lessee obtaining all necessary approvals from the State of New Hampshire Wetlands Board.

RIGHT OF FIRST REFUSAL

19. In the event the Lessor elects to sell the premises, it shall first offer the premises to the Lessee upon the same terms and conditions it negotiates with a prospective third party buyer. The Lessee shall have six (6) months from the date it receives written notification of the Lessor's intention to sell the premises and the terms and conditions of the sale, to execute a purchase agreement for the property. The Lessee shall receive a credit for the total value of improvements to the premises in the event it elects to purchase the premises. The total value of the improvements shall be determined by a competent appraiser chosen by agreement of the parties or if the parties can not agree on an appraiser, each party shall select its own appraiser and the respective appraisers shall choose a third appraiser.

TERMINATION and SUBSTANTIAL BREACH

20. In the event of a substantial breach of the lease by the Lessee, the Lessor may terminate the lease; provided, however, the Lessee shall have a period of sixty (60) days to commence taking remedial action regarding said substantial breach after the mailing of a written notice of such breach to its Board of Selectman. If the substantial breach is not cured within six (6) months of the Selectman being notified of the breach, the lease shall terminate.

BINDING EFFECT/SUBLETTING

21. This lease shall be binding upon the successors and assigns of the Lessor. This lease shall not be assigned by the Lessee and the Lessee shall not sublet the premises.

NOTICES

21. Any notice required to be given hereunder shall be in writing, and shall be sent by certified mail, postage prepaid, return receipt requested, to the following addresses:

If to Lessor: Francestown Improvement & Historical Society
Francestown, NH 03043

If to Lessee: Town of Francestown
PO Box 5
Francestown, NH 03043

QUIET ENJOYMENT

22. The Lessee, upon performing and observing the covenants and conditions contained herein, shall have and peaceably and quietly may have, hold and enjoy said premises for the term hereof.

RECORDING

23. The parties shall execute a statutory short form of this lease for recording in the Hillsborough County Registry of deeds. Said short form shall be executed at the time this lease is executed.

IN WITNESS WHEREOF, the said parties have hereunto set their hands.

Witnessed by:

Patricia A. Lane

Elyahud M. Scheraga
Witness & all

Lessor, Francestown

Improvement and Historical
Society, by its President

Gordon R. Sherman Jr
Barbara J Carbee
BARBARA J CARBEE

Lessee, Town of Francestown

By its Board of Selectman

Tom Jenkins
Det McLaugh
O. Alan Thurlander

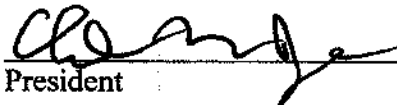
ADDENDUM TO ARTICLE 9

For purposes of this lease the following exception to Article 9 shall be permitted. Lessee shall be permitted to construct and erect two stand alone dugouts with no foundation as shown in Attachment 1. This addendum shall remain in effect through the remainder of the term of this lease.

IN WITNESS WHEREOF, the said parties have hereunto set their hands.

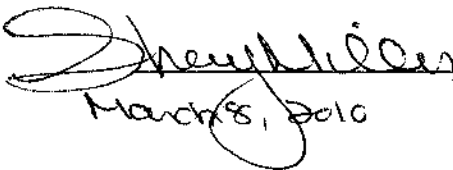
Witnessed by:

Lessor, Framcestown Improvement &
Historical Society, by its President




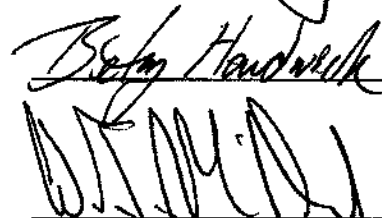
President

Lessee, Town of Framcestown
By its Board of Selectmen



March 8, 2010





March 8, 2010

Hello F.I.H.S its time to talk Dugouts.

I've taken sum pitchers of dugouts in our league so that you'll can see what we need. I've also made a rough drawing of ours . The dugouts I've drawn are a stand alone structure with no foundation using pt , 6+6 and 111 plywood they will be ridged enough to be moved with a mid sized tractor .

REASONS FOR DUGOUTS : For those non baseball types

SAFETY SAFETY SAFETY :

1. Lighting. Rain .Sun + Wind
2. Keeping the equipment dry + safe
3. Team confinement only players aloud in. keeps focus on the game and coaches
Can do there jobs ..

THANKS FOR YOUR SUPPORT:

Chairman recreation comm.

Bub Rokks

