LEASE

Agreement made this \_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2024, 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 Francestown, New Hampshire which is more fully described in the Plan attached hereto.

TERM

1. The term of this lease shall be for ten years commencing May \_\_\_\_\_\_\_, 2024, and terminating May \_\_\_\_\_\_2034. 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. 18 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

1. 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. 12 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

1. 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 $1,000,000.00. The Lessor, its successors and assigns, shall be an additional 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.

PERFORMANCE OF CONSTRUCTION including CONDITIONS and LIMITATIONS

1. All construction will be performed in a commercially reasonable manner in accordance with prevailing standards for this type of project.
2. No construction shall begin until all necessary permits are obtained from the State of New Hampshire.
3. No buildings shall be constructed on the premises without the express permission of the Lessor. The following described structures have received prior authorization by the Lessor’s Board of Directors.
   1. Two (2) stand-alone baseball dugouts with no foundation.
   2. One (1) accessory shed west of the third base line between the fencing and tree line.
4. From December through March of each year a temporary skating area may be erected on the premises. The temporary skating area shall be removed by March 31st of each year, weather permitting.
5. A gate shall be maintained at the vehicular entrance to the soccer fields in order to prohibit vehicles from entering the premises without the express permission of the Selectmen.
6. The number of lights around the hard court and tennis court #2 shall not exceed eight (8) in number per court and shall not exceed a maximum wattage of 1500 watts per light. The lights shall be controlled by a mechanical timer, and such timer shall be set to go off at 9:00pm and shall not be capable of being restarted until the following evening.
7. The natural barrier of trees as it exists now on both sides of the stone wall, at the west side of the soccer field, shall not be substantially disturbed by the lessee.

USE AND RESTRICTIONS

1. The premises shall be used for recreational purposes only, including, but not limited to, baseball, soccer, basketball and tennis.
2. Use of the premises shall be restricted to residents of Francestown and their family members; non-resident owners of real property in Francestown and their family members; and by guests and invitees of said residents, non-resident property owners and their associated family members.
3. The Lessee may place a self-contained portable toilet(s) on the premises on a seasonal basis provided the portable toilet is properly maintained.
4. The premises shall be open for recreational use from 6:30 A.M. to 9:00 P.M. seven (7) days a week.

MAINTENANCE

1. The Lessee shall be responsible at its sole cost and expense to maintain the premises, including the existing tennis courts and all improvements constructed on the premises. Maintenance shall include, but not be limited to, regular cutting of the grass, trash pick-up, upkeep of the hard court and tennis court surfaces, ice skating surface, refurbishing of nets, fences and backboards.

RIGHT OF FIRST REFUSAL

1. 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. Such agreement shall remain in effect until the next annual Town Meeting. 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 cannot agree on an appraiser, each party shall select its own appraiser and the respective appraisers shall choose a third appraiser.

TERMINATION and SUBSTANTIAL BREACH

1. 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

1. 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

1. 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:
   1. Lessor: Francestown Improvement & Historical Society

C/O Presiding President

PO Box 147

Francestown, NH 03043

* 1. Lessee: Town of Francestown

27 Main Street, PO Box 5

Francestown, NH 03043

QUIET ENJOYMENT

1. 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

1. 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.