

L E A S E

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This Lease made the first day of April 1964, but actually executed on the 21<sup>st</sup> day of April 1964, by and between the Town of Exeter, a municipal corporation in the County of Rockingham, The State of New Hampshire, hereinafter called the Lessor and Exeter Sportsman's Club, a voluntary organization legally constituted under the laws of The State of New Hampshire, of said Exeter, hereinafter called the Lessee,

WITNESS that in consideration of the rents and agreements to be paid and performed on the part of Exeter Sportsman's Club and by virtue of a vote of the legal voters of the Town of Exeter at the regular Town Meeting held on the thirteenth day of March 1955, the Town of Exeter as Lessor does hereby lease and demise unto the Lessee certain tracts or parcels of land of the Lessor situate in said Exeter, on the Northeast<sup>erly</sup> side of the Water Works Pond, so-called, and more particularly bounded and described as follows:

Two certain tracts of land in said Exeter bounded as follows:

FIRST TRACT: Beginning at an iron pipe on the North Shore of the said pond, such pipe being one hundred eighty (180) feet Southeasterly from the Northerly face of the concrete dam, and running Southeasterly along the shore of the pond seventeen hundred (1,700) feet to an iron pipe on a fence corner which marks the Western and Southern boundaries of the land of one Blanchard; thence turning and running in a Northerly direction along land of said Blanchard about five hundred fifty (550) feet to land of the Sylvania Products Co.; thence turning and running first Southwesterly and then in a Westerly direction along land of the said company to a point due North of the starting point; thence turning and running Southerly to the said starting point.

SECOND TRACT: Beginning at an iron pipe on the North side of the Southeast portion of said pond about eighteen hundred eighty (1,880) feet Southeast of the face of the concrete dam and at a fence corner marking the Southern and Western boundaries of the land of one Blanchard and the Southeastern boundary of first tract above-mentioned, and running Southeasterly along the land of said Blanchard for a distance of ten hundred fifty (1,050) feet; thence Southerly to the shore of the pond; thence turning and running Northwesterly along the pond to an iron pipe on the shore of the pond due South of the starting point; thence turning and running due North to the said starting point which is immediately adjacent thereto.

TO HAVE AND TO HOLD the same unto the Lessee for a term of two (2) years from the first day of April 1964, the said Lessee paying therefor the annual rent of Ten Dollars (\$10.00) payable

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Exeter Sportsman's Club  
Town of Exeter

annually in arrears on the first day of April, the first payment to be made on the first day of April 1965, and subsequent payments to be made on each first day of April thereafter during the term of this lease, and it is further understood and agreed that this lease may be renewed at its expiration date for a ten-year term upon like terms, unless the Town at a regular or special Town Meeting shall vote not to renew on like terms or shall vote not to renew this lease in any event, or unless the Lessor or Lessee shall give the one to the other a written notice of its intention not to so renew said lease not less than thirty (30) days prior to the expiration date without a vote of the Town.

The Lessee hereby covenants and agrees with the Lessor as follows:

(1) That it will pay the rent to the Lessor in the sum of Ten Dollars (\$10.00) per annum payable on the first day of April annually during the term of this lease.

(2) That it will not use the land except as a Gun Club and will do no act of commission or omission which will in any way affect the purity of the water in said Water Works Pond, nor to allow any drainage offal or sewerage in any form to drain or be deposited into said Pond as the result of the use of the leased premises.

(3) At the expiration of this Lease or sooner termination of said term, or renewal thereof, peaceably to deliver up the land to the Lessor.

(4) Upon the expiration of this Lease to remove any Club house, shed, outbuildings, posts or other fixtures placed by the Lessee upon said land, and in the event of non-removal to reimburse the Lessor for any loss, cost or damage by reason thereof.

The Lessor hereby covenants and agrees with the Lessee as follows:

(1) That the Lessee paying the rent and observing and performing the covenants hereinbefore reserved and contained shall peaceably and quietly enjoy the said land and shall not be disturbed in its possession thereof by any act of the Town or any

person claiming by, from or under the Town, except within the scope of the vote of the Town under which this lease is originally granted

(2) To permit the Lessee to cut down trees and bushes upon said land as may be necessary or desirable to clear land the construction of a Club house, for the laying out of shooting grounds and for paths between the two leased parcels and between the leased premises and the public highway.

(3) That at all times before the expiration of the term hereby granted or any renewal thereof, the Lessee may remove any Club house, shed, outhouses, posts or other fixtures placed by it upon said land, except that the Lessee shall fill all excavations to ground level after such removal of any building or other object under this clause.

(4) To permit the Lessee, its members and guests at all times to have free access to said parcels of land from the public highway and the right of passage between said parcels over other land of the said Town by rights of way hereafter constructed by the Lessee.

It is mutually agreed by the Lessor and the Lessee as follows:

(1) That in the event that the Lessee shall violate any of the conditions of this lease or other agreements and does not discontinue said violation or remedy any existing condition upon notice by the Lessor to the Lessee this Lease shall terminate and the Lessor may enter and expel the Lessee without further notice.

(2) That in the event that the premises are taken by eminent domain or by other act of public authority superior to the Lessor this lease shall terminate.

(3) That the building of all driveways, rights of way and other means of entry from the public highway to the leased premises and from one parcel to the other shall be at the cost and expense of the Lessee, but shall revert to the Lessor at the termination of this Lease and surrender of the premises by the Lessee to the Lessor.

IN WITNESS WHEREOF the Town of Exeter by its Board of Selectmen duly authorized and Exeter Sportsman's Club by its officer duly

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authorized have interchangeably set their hand and affixed their seals to this and one other instrument of like tenor and date the day and year of execution above written.

Signed, Sealed and Delivered  
in the presence of

Heodore A. Nowak  
to all

TOWN OF EXETER

By:

Thomas H. Cronshaw

Norman J. Morrisette

James D. Houston  
Selectmen

EXETER SPORTSMAN'S CLUB

By: Alfred H. Higgins Pres

Wilfred J. Moran V.P.

THE STATE OF NEW HAMPSHIRE  
ROCKINGHAM, SS.

April 21, 1964

Personally appeared the above named Thomas H. Cronshaw,  
Norman J. Morrisette and James D. Houston and acknowledged the  
foregoing instrument as their free act and deed. Before me,

Gray P. Cannon  
Justice of the Peace