

TOWN OF HOLLIS

PROPERTY LEASE AGREEMENT

THIS AGREEMENT made and entered into this *9th day of May 2022*, by the *Town of Hollis*, by its Governing Body, the Board of Selectmen, with a principal place of business at Town of Hollis, 7 Monument Square, Hollis, New Hampshire 03049, managed by and through the Hollis Conservation Commission (hereinafter referred to as **LESSOR**), and *Pioneer Tree Service*, by its owner, Spencer Stickney, with a principal place of business at 19 Proctor Hill Road, Town of Hollis, New Hampshire 03049, (hereinafter referred to as **LESSEE**).

The LESSEE and LESSOR acknowledge that the LESSOR owns real property in Hollis, which property the LESSOR is desirous of leasing for the purpose of forestry activities to the LESSEE on the terms and conditions set forth herein and the LESSOR has legal authority to enter into this lease.

SECTION 1 - PROPERTY DESCRIPTION

The transaction contemplated under this agreement relates to a parcel of land as depicted on the Town of Hollis Tax Map 17, Lot 13-1, and shown on plan entitled “*George R. Burton Land Subdivision One Lot Into Two Lots Tax Map 17 Lot 13-1, Route 130 and Rocky Pond Road, dated June 11, 2001, last rev. June 28, 2001*” prepared by Austin Parkhurst, recorded with the Hillsborough County Registry of Deeds as pan No. **31259**.

SECTION 2 – GENERAL TERMS AND RIGHTS OF LEASE

For valuable consideration, the LESSOR leases to the LESSEE, to occupy and use for forestry purposes and only those specific rights expressly provided herein or as otherwise subsequently authorized in writing by the LESSOR. In addition to rights and obligations specified elsewhere in this agreement, this lease shall be subject to the general conditions and is given together with the general rights set forth below:

1. Purpose - the purpose of this lease is to permit the LESSEE to perform limited forestry activities to include temporary storage of logs and brush to produce firewood and wood chips during the hours of 7:00 AM to 5:00 PM Monday through Saturday. No activity which shall violate the Hollis Rural Character Preservation Ordinance, or which shall significantly impair the actual or potential use of the Property for agricultural production shall be permitted. No trailers nor temporary nor permanent structures shall be allowed. No site lighting will be allowed. No milling of wood products shall be allowed.
2. Amendments and alterations – amendments and alterations to this lease shall be in writing

and shall be signed by both the LESSOR and LESSEE.

3. No partnership created - this lease will not be deemed to give rise to a partnership relationship, and neither party will have authority to obligate the other without written consent, except as specifically provided in this lease.
4. Transfer of property - the LESSOR may transfer title to the Property subject to the provisions of this lease and to the restrictions applicable to the Property as more particularly set forth elsewhere herein.
5. Right of entry - the LESSOR reserves the right, by and through its agents, employees, or assigns, to enter the Property at any reasonable time for purposes of (a) consulting with the LESSEE; (b) making inspections; (c) developing and executing conservation and forest management plans relating to the Property or (d) (after notice of termination of the lease is given) perform tree pruning, tilling, seeding, fertilizing and other customary seasonal work, none of which is to interfere with the LESSEE in carrying out regular forestry operations.
6. Assignment/sub-leasing – all or any portion of the land area defined in Section 1 of this lease shall not be assignable by the LESSEE.
7. Heirs and successors - the terms of this lease will be binding upon the heirs, executors, administrators and successors of both LESSOR and LESSEE in like manner as upon the original parties, except as provided by mutual written agreement.
8. Rent and performance - if the LESSEE fails to pay the rent due or fails to keep the agreements of this lease, all costs and attorney fees of the LESSOR in enforcing collection or performance shall be added to and become a part of the obligations payable by the LESSEE hereunder.
9. Vehicles - motorized vehicles including snowmobiles, except those needed for the expressed forestry purposes by the LESSEE or required by the LESSOR to perform maintenance work and conduct inspections, are prohibited. No motorized recreational vehicles are permitted.
10. Public access – general public access is only allowed if so approved by LESSOR in areas that do not interfere with ongoing forestry operations. No retail sales of any type shall take place on the site.
11. Dumping - there shall be no dumping, storage, injection, ~~burning~~ or burial of man-made materials, building demolition or construction debris, trash, tires, vehicle bodies or parts or similar materials, solid or hazardous waste or any other material known to be hazardous to human health or the environment. LESSEE shall be responsible for the remediation of hazardous materials found on the site. No man-made materials of any kind will be disposed of on the Property. Additionally, no natural materials of any kind will be disposed of on the Property unless they originated on the site. No burning of any materials will be allowed on site. No cutting or trimming of standing timber shall be allowed on the site.
12. Hunting and fishing – LESSOR reserves the right to post against hunting and fishing.
13. Term and additional agreements regarding Property rights - The Term of this lease shall be one (1) year from May 1, 2022, and the within lease shall expire on April 30, 2023, unless

sooner terminated for cause. The LESSEE'S continued right to utilize said Property under this lease is completely contingent upon the timely and complete compliance with all conditions of rural character preservation, forestry operation, land use conservation and maintenance, more particularly set forth herein.

14. Renewal Option – Thirty (30) days prior to the expiration of the lease the LESSEE may opt to renew by sending a written correspondence to the LESSOR, as per the terms of this lease.

SECTION 3 - RENT, PROPERTY IMPROVEMENTS, MAINTENANCE, AND OTHER CONDITIONS

1. Rent - the LESSEE shall pay *quarterly* a sum of *twelve hundred dollars and zero cents* (\$1,200.00). Payments shall be due on *January 1, April 1, July 1, and October 1*.

Pursuant to RSA 72:23 (I)(b), the annual rent must equal or exceed the properly assessed real estate taxes that a property owner would pay were the Property still privately owned. In the event that properly assessed real estate taxes should exceed the amount stated above in paragraph 3.1. in any given year, then the amount of the annual rent shall be equal to the properly assessed real estate taxes that a property owner would pay were the Property still privately owned.

Such rent calculations shall also include taxes on any improvements added by the LESSEE.

This sum shall be paid quarterly in advance, no later than the fifteenth (15th) day of the first month of each quarter. Failure of the LESSEE to pay the rent when due shall be cause to terminate said lease or agreement by the LESSOR.

2. Breach – the LESSEE's repeated failure after timely notification, in any given month, to satisfy each and every one of its obligations as specified in subsections 1 above, shall constitute breach of this contract.
3. Continuous occupancy - the LESSEE agrees that only the LESSEE or LESSEE'S employees, or officers, shall occupy the Property during the term of the lease. It is acknowledged and agreed that this lease is NOT intended to and shall NOT be interpreted to allow the use of the Property by anyone for residential occupancy.
4. Surrender of possession - the LESSEE agrees to surrender possession and occupancy of the Property peaceably at the termination of the lease.

SECTION 4 – OPERATION, MAINTENANCE, AND PERMITTED USES

The within lease is being given exclusively for conducting limited forestry use and implies no right to use the Property for any other purpose. If such forestry use ceases on the Property, the LESSOR may revoke this lease. Further, the parties agree as follows:

1. Permitted Uses – LESSOR permits, authorizes, and consents to LESSEE undertaking all activities incident to the temporary storage of logs and brush, production of firewood and

woodchips on the premises and agree that the forestry practices shall be conducted pursuant to best management practices.

2. Best Management Practices – LESSEE’S forestry management activities shall be in accordance with the then-current scientifically based practices recommended by the University of New Hampshire Cooperative Extension, U.S.D.A., Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active.
5. Termination - Failure of the LESSEE to adhere to the above operation, maintenance, and permitted use requirements shall be grounds for termination of the lease.

SECTION 5 - PROPERTY OPERATING AND CAPITAL EXPENSES

1. Operating Expenses – all operating expenses are to be borne by the LESSEE.
2. Non-capital improvements – the costs of non-capital improvements shall be borne by the LESSEE.

SECTION 6 – EFFECT OF PARTIAL INVALIDITY

The invalidity of any provision of this lease agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this lease agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

SECTION 7 – ENTIRE AGREEMENT

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding on either party.

SECTION 8 – LIABILITY, INSURANCE, AND BONDS

Liability Insurance. The LESSEE will be responsible for maintaining adequate insurance during the term of the Agreement, as annually required by the LESSOR’S liability coverage provider, which will include, but may not be limited to, General Liability coverage with a minimum limit of \$1,000,000, per occurrence, subject to an annual aggregate of \$2,000,000, Auto Liability coverage with a Combined Single Limit of not less than \$1,000,000 with an additional \$5,000 Medical Payment Coverage. Such coverage must list the LESSOR as an additional insured for the term of the lease. The LESSEE hereby agrees at all times to indemnify and hold harmless the Town; its board, officers and employees, to the fullest extent permitted by law, from any and all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys’ fees and legal

costs, arising out of the LESSEE'S actions. The LESSEE will also maintain and show proof of both Worker's Compensation and Professional liability coverage for the life of the Agreement. The LESSEE will provide the Town with a Certificate of Insurance prior to the inception of activities on the site by the LESSEE and annually thereafter for the life of this agreement. The certificate shall name the Town as an Additional Insured for both General Liability and Auto.

SECTION 9 – NOTICE

Any notices that are required herein, or which either LESSOR or LESSEE shall hold or may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, certified mail, postage-prepaid, return receipt requested, addressed to the respective party at the addresses listed above.

SECTION 10 – COMPLIANCES WITH LAWS

LESSEE agrees to comply with all Federal, State and local laws, ordinances, rules, and regulations that may pertain or apply to the Property and its use.

In witness, each party to this lease agreement has caused it to be executed at on the date and year first written above.

LESSOR

Town of Hollis, by its Select Board,

David Petry, Vice Chairman

Susan Benz, Vice Chairman

Mark Le Doux, Member

Paul Armstrong, Member

Tom Whalen, Member

LESSEE

Pioneer Tree Service,

Spencer Stickney, Owner