
I. OVERVIEW

A. Request for Proposals

The Town of Townsend is requesting proposals for a unique opportunity:

The lease and maintenance of the soccer fields and nearby land, for the primary use of youth soccer, the parcels of land known as the Open Space parcels at Squannacook Meadows, and shown on Assessors Maps as Map 11, Block 35, Lots 0, 21, and 22, and Map 11, Block 32, Lot 0, consisting of 40 acres, more or less, and described in a deed recorded with the Middlesex South District Registry of Deeds in Book 41569, Page 181, excluding therefrom the water well test field shown as "Fields" (the "Well Field") on the sketch plan (the "Plan") attached hereto as Exhibit A (the "Leased Property").

B. Summary of Purpose

The Town is seeking proposals for an award of a three (3) year Lease with two three (3) year extension options. All proposals must be consistent with the guidelines of this Request for Proposal (RFP). All proposers must be willing to enter into the Town's form of Lease included in this RFP package as Exhibit B. By submitting a proposal, proposers hereby agree to the form of the Lease.

More specifically, the purpose of this RFP is to identify and select a tenant that:

- Is committed to the use of the Leased Property primarily for soccer;
- Understands and accepts the challenges of leasing a property that is used for this purpose;
- Presents a beneficial and logical long term plan to use and improve the Leased Property; and
- Historically is familiar with and has been active in the Townsend community.

II. TENANCY REQUIREMENTS

A. General Requirements

The Leased Property shall be used for the sole purpose of holding soccer games, camps, clinics, programs, and practice, and for all purposes and uses incidental to the purposes stated in the attached Lease, including, but not limited to, the improvement, maintenance, and repair of the recreational fields and facilities and all necessary appurtenances, incidental motor vehicle parking, and for such other related uses and activities as are approved in writing by the Townsend Board of Selectmen, at Tenant's sole cost and expense, provided that the Premises are used in accordance with the terms of the attached Lease.

III. PROCESS FOR SUBMITTING PROPOSALS

A. Schedule

Following the release of this RFP, the Tenant selection process will be completed in approximately 4-6 weeks. The process will include:

- Evaluation of the responses according to a list of criteria following the submission deadline.
- Final selection.
- Provisional award of tenancy.
- Execution of the lease.

B. Submission Requirements

Procedures under this RFP require that the price proposals be confidential and separate from the technical proposals. Selection will be made after taking into consideration the overall most advantageous proposal based on the evaluation criteria specified in Section IV, PROPOSAL EVALUATION AND SELECTION PROCEDURE below.

The following must be submitted by 10:00 am on August 26, 2022

1. Price Proposal

The price proposal should include the amount of rent or fee to be paid to the Town for the use of the property and the proposed payment schedule. If the proposer proposes to perform work on the Leased Property, such as repairs or maintenance, in lieu of rent, the details of what work would be performed and how that work would discount payment must be provided.

2. Technical Proposal

Proposals should supply all of the information described below, and should demonstrate the ability of the potential Tenant to undertake the challenges associated with the proposal. Proposals should be persuasive as to their feasibility and should reflect an understanding of the qualities of the Leased Property and their value. It is intended that the substance of a Proposal, as approved by the Town, will be incorporated into all agreements and real property transactions which may result from the process. A cover letter may accompany any proposal. Proposals must include responses to all applicable sections of this RFP as detailed below:

i. Applicant Information

List the names, addresses and telephone numbers of all principals, partners and others participating in the project.

ii. Statement of Qualifications

Provide a statement describing past experience and qualifications for managing properties for youth soccer purposes and conducting improvements as may be proposed. **As much as** possible, this statement should reflect experiences similar to the uses and activities proposed for the property. Historical knowledge of youth soccer programs and involvement in the Townsend community generally are also beneficial. Attach resume(s) if applicable.

iii. Certificate of State Tax Compliance as attached hereto

The Certificate of State Tax Compliance attached hereto must be executed and accompany all proposals.

iv. Certificate of Good Faith as attached hereto

The Certificate of Good Faith attached hereto must be executed and accompany all proposals

v. Disclosure Statement Concerning Beneficial Interest as attached hereto

The disclosure statement attached hereto must be executed and accompany all proposals.

vi. Anti-Discrimination

By submitting a proposal, the proposer agrees that in the construction of any future improvements and otherwise through any agreements made hereafter regarding the Leased Property, it shall cause all contractors, tenants and users to comply with all applicable laws, ordinances, regulations and orders from time to time in effect relating to nondiscrimination, equal employment opportunity, contract compliance and affirmative action.

C. Submitting Proposals

NOTE: Price proposals must be kept entirely separate from technical proposals. Failure to follow this instruction will result in rejection of the proposal.

Three (3) copies (one unbound) of each of the Price Proposal and the Technical Proposal, are to be submitted.

1. **Price proposals** must be kept entirely separate from technical proposals.
 - The copies of the price proposals shall be submitted in a separate, sealed envelope, clearly labeled "Price Proposal, Townsend Soccer Fields".
2. **Technical proposals** shall be submitted in a separate, sealed envelope, clearly labeled "Technical Proposal, Townsend Soccer Fields".
3. Proposals should be submitted as follows and are to be **received** no later than 10:00 am on August 26, 2022 to

Eric Slagle
Town Administrator
Town of Townsend
272 Main Street
Townsend, MA 01469

4. Proposals received after the deadline will be rejected. Proposers are requested to examine this Request for Proposals and make sure that all pages are included. The Town assumes no responsibility for a proposal submitted on the basis of an incomplete Request for Proposals package. Proposers are expected to review all

requirements and instructions of this Request; failure to do so will be at the Proposer's risk. Each proposer should furnish all the information required by this Request. The Town reserves the right to waive formalities in any Proposal, and may, if it determines that such action is in the best interests of the Town, select a Proposal which does not conform in all details with the requirements of this RFP. Likewise, the Town reserves the right to reject any and all Proposals, to waive technical or legal deficiencies, and to accept any proposal that it deems to be in the best interest of the Town of Townsend. This RFP does not commit the Town to enter into any disposition of real property interest; or to pay any costs, including costs associated with any studies or designs, incurred by any party in the preparation and submission of a Proposal. Proposals will not be returned but will be retained by the Town for the official record.

5. Inquiries and Explanations

All inquiries concerning this Request for Proposals should be directed to:

Eric Slagle
Town Administrator
Town of Townsend
272 Main Street
Townsend, MA 01469
(978) 597-1700 ext. 1701
rperry@townsendma.gov

Any explanation desired by a Proposer regarding the meaning or interpretation of this RFP must be submitted in writing and with sufficient time allowed for a reply to reach the Proposer prior to the submission of their Proposal. Verbal explanations or instructions shall not be binding on the Town. Any information given in writing to a prospective Proposer will be furnished to all known prospective proposers and known recipients of the RFP at the time of the question if such information is deemed to be necessary to Proposers in their preparation and submission of Proposals, or prejudicial to uninformed Proposers if they were to lack such information.

IV. PROPOSAL EVALUATION AND SELECTION PROCEDURE

A. Criteria for Evaluation

The following criteria will be used in evaluating all proposals:

The proposal

1. Is within the scope and nature of using the Leased Property for soccer;
2. Meets the goals and guidelines of this RFP;
3. Demonstrates ability, capacity and experience of the Proposer. Historical knowledge of youth soccer programs in Townsend and past community involvement in Townsend is also beneficial;
4. Is, in scope and nature, a public benefit to the citizens of Townsend;
5. Represents the highest and best use of the property consistent with the purposes and criteria set forth in this RFP and the Lease attached hereto.

B. Selection Process

1. Review of Proposals

The Town, through its Town Administrator will review and analyze all Proposals based on the evaluation criteria described in this Request for Proposals. During this process the Town may terminate further consideration of any Proposal at its own discretion; it may also request that a Proposer submit additional information.

2. Proposal Selection

Upon completion of evaluation of proposals, the Town will select a Tenant. The Town reserves the right to request further information from a Proposer prior to final selection. The Town reserves the right to waive any formalities.

3. Provisional Tenant Designation

Following selection of a Proposer, the Town will provisionally designate a Tenant for the property. All Proposers will be notified in writing of this Tenant designation. Following designation, the Tenant and the Town, through its Town Administrator will negotiate a lease of the Property and present to the Townsend Board of Selectmen for execution.

VI. RESERVATIONS AND CONDITIONS

A. General Reservations

1. The Town makes no express or implied representations or warranties as to the accuracy and/or completeness of any of the information provided as part of this Request for Proposals, including information that is available upon request. This information is provided subject to errors, omissions, change of cost, lease or conditions, additional changes in and different interpretations of laws and regulations, prior sale, lease or financing.
2. The Town reserves the right to suspend, withdraw or amend this RFP at any time without notice.
3. The Town reserves the right to seek additional information or revised proposals from respondents or finalists at any time prior to selection of developers through written notice to all respondents. The Town reserves the right to change the selection process or schedule with written notice to all respondents to the RFP or finalists, as necessary.
4. The Town reserves the right to reject, in its sole discretion, any proposal not submitted in conformance with this RFP and any amendments hereto, or to reject any and all proposals, in its sole discretion, for any reason. The Town further reserves the right to waive or decline to waive irregularities in any proposal when it determines that it is in the Town's best interest to do so. If a lease is not executed with the Selected Tenant, the Town may choose to execute a Lease with an alternate tenant from the pool of respondents, to terminate the selection process, or to begin a new selection process.
5. The Town reserves the right to discontinue its selection of any Proposer, or the entire RFP process for any reason whatsoever or for no reason, prior to the execution of a Lease.

B. Conflict of Interest and Collusion

1. By submitting a proposal, a Respondent certifies that no relationship exists between the Respondent or any of its officers, employees, agents, or representatives and the Town, or any officer, employee, or agent of the Town that constitutes unfair competition or conflict of interest or that may be adverse to the Town.
2. By submitting a proposal, a Respondent certifies that it has not acted in collusion with any other Respondent or other entity doing business with the Town in a way that would constitute unfair competition.

C. Confidentiality

1. Respondents should assume that all material submitted in response to the RFP will be open to the public, with the exception of the Respondents personal financial information which the Town shall endeavor to keep confidential, if included.
2. No Respondent has proprietary rights to any ideas or materials submitted in its response to the RFP. All material submitted becomes the sole property of the Town.

D. Respondent's Responsibilities

Respondents shall be entirely responsible for verifying zoning requirements, design guidelines, environmental regulations, and any other regulatory information. Respondents shall be entirely responsible for verifying any and all site conditions of the Leased Property and surrounding Property. Copies and summaries of this information are included in this RFP only as a convenience and the Town is not liable for any mistakes, damages, or other consequences arising from use of this information

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of Proposer

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury that
has paid all

name of Proposer
Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to
taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature Date

Name

Federal Tax ID # or Social Security #

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this potential lease award has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Proposer by:

Print Name

Title/Authority

DCAMM Disclosure of Beneficial Interests Form**INSTRUCTION SHEET**

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains - -such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Towner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

(2) TYPE OF TRANSACTION, AGEEMENT, or DOCUMENT:

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

Lessor/Landlord Lessee/Tenant

Seller/Grantor Buyer/Grantee

Other (Please describe):

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange Town, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):

NONE

NAME:

POSITION:

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the Towner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange Town, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The Towner shall notify the state ethics Town of such names, and shall make copies of any and all disclosure statements received available to the state ethics Town upon request.

The Towner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY

DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

Exhibit A-Diagram of Leased Property

Leased Property is the red outlined area below and is approximately 525 feet by 900 feet.

7/8/22, 11:15 AM

Google Maps

Google Maps



Imagery ©2022 Google, Imagery ©2022 MassGIS, Commonwealth of Massachusetts EOE, Maxar Technologies, USDA/FPAC/GE0, Map data ©2022 100 ft

— Lease area Boundaries

<https://www.google.com/maps/@42.6810523,-71.7455333,400m/data=!3m1!1e3>

1/1

Exhibit B-Form of Lease

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made on this ____ day of August, 2022, by and between the TOWN OF TOWNSEND, acting by and through its Board of Selectmen, having an address of Town Hall, 272 Main Street, Townsend, Massachusetts 01469 ("Landlord") and _____ ("Tenant").

1. PREMISES

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the parcels of land known as the Open Space parcels at Squannacook Meadows, and shown on Assessors Maps as Map 11, Block 35, Lots 0, 21, and 22, and Map 11, Block 32, Lot 0, consisting of 40 acres, more or less, and described in a deed recorded with the Middlesex South District Registry of Deeds in Book 41569, Page 181, excluding therefrom the water well test field shown as "Fields" (the "Well Field") on the sketch plan (the "Plan") attached hereto as Exhibit A incorporated herein (the "Property").

The Property in its entirety has been designated as an environmentally sensitive conservation area by the Massachusetts Division of Fisheries and Wildlife under the Natural Heritage & Endangered Species Program ("NHESP"), and consists of the following areas: (a) the areas of land shown as "Fields" (the "Playing Fields") and as "Parking Area" (the "Parking Area") on the Plan, consisting of 11-12 acres, more or less (referred to, together, as the "Premises"), and (b) an area of land shown as the "Restricted Area" on the Plan (the "Restricted Area"). Tenant expressly acknowledges that the Premises and the Restricted Area are shown in their approximate location on the Plan, and agrees that precise boundaries of the Premises and the Restricted Area may be changed from time to time by NHESP.

Tenant acknowledges and agrees that it accepts the Property in its "AS IS" condition, and that Landlord has made no representation or warranty regarding the fitness of the Property for the Permitted Purposes (defined below). Tenant hereby accepts the Property, subject to Landlord right to use, from time to time and at any time, the unimproved portions of the Property and any existing roadways for the purpose of pedestrian and vehicular access to the Well Field, and the improved portions of the Property for the purpose of pedestrian access to the Well Field.

2. TERM

This Lease shall be for a term of three (3) years beginning on _____, 2022 and continuing through March 30, 2025. Tenant may, with Landlord's prior written consent, extend the Lease for two additional three (3)-year terms, on the same terms and conditions set forth herein, by providing Landlord with written notice of the same no later than sixty (60) days before the expiration of the initial term.

3. RENT

During said term, Tenant agrees to pay Landlord an annual fixed rent of One (\$1.00) Dollar ("Base Rent"), due on the first day of each Lease year through the term. Tenant shall also be

responsible for any and all betterments or assessments, fees or charges that are assessed or chargeable during the term of this Lease in relation to Tenant's use of the Premises. All sums required to be paid by Tenant under this Lease, other than Base Rent, shall be construed and paid as Additional Rent. Additional Rent shall accrue from the Commencement Date and shall be paid when due as reflected in periodic invoices to be sent by Landlord to Tenant. Base Rent and Additional Rent are referred to, together, as "Rent."

4. UTILITIES

Landlord shall have no obligation to provide utilities to the Premises. Tenant shall be responsible for obtaining and paying for all utilities, including, without limitation, water, sewer, or electricity. Tenant shall pay promptly, as they become due, all bills for utilities that are furnished to the Premises (whether prior or during the term, or subsequent thereto, if relating to Tenant's use and/or occupancy of the Premises). In the event Tenant requires additional utilities or equipment, the installation and maintenance thereof shall be Tenant's sole obligation, provided that such installation shall be subject to the written consent of Landlord and NHESP and shall be installed in conformity with plans and specification provided by Tenant and approved by Landlord. Tenant shall be responsible for obtaining all necessary certificates, permits and other approvals required by any federal, state and local authorities necessary for the installation and maintenance of additional utilities or equipment.

If Tenant fails to pay for the utilities furnished to the Premises, Landlord shall have the right, but not the obligation, to pay the same, and Tenant shall reimburse Landlord promptly upon demand for all costs, expenses and other sums of money in connection therewith, with interest, as Additional Rent. Landlord reserves the right to place utilities on the Property for the purpose of serving the Well Field. Tenant shall not be responsible for the cost, maintenance or repair of such utilities, or for restoring land disturbed by Landlord in exercising its reserved rights hereunder.

5. USE OF PREMISES

5.1. Permitted Purposes. Tenant shall use the Premises for the sole purpose of holding soccer games, camps, clinics, programs, and practice, and for all purposes and uses incidental to the purposes stated herein, including, but not limited to, the improvement, maintenance, and repair of the recreational fields and facilities and all necessary appurtenances, incidental motor vehicle parking, and for such other related uses and activities as are approved in writing by the Board of Selectmen, at Tenant's sole cost and expense, provided that the Premises are used in accordance with the terms of this Lease.

5.2. Prohibited Activities. Tenant acknowledges and agrees that the Restricted Area shall not be used or developed for the Permitted Purposes or for any other purpose or use. Rather, Tenant agrees to maintain the Restricted Area in its open, natural and undeveloped condition in compliance with NHESP.

5.3. Operation of the Premises. Tenant shall have the right to use the Premises at all times during the term of this Lease. Notwithstanding the foregoing, Tenant agrees to schedule in advance its expected use of the Premises from April 1 through November 30, of each year, of the Lease term (such periods hereinafter referred to as the "Season"). Tenant shall, on or before March 1 of each calendar year, provide the Board of Selectmen with a written

schedule of its anticipated use of the Premises during the Season, including a brief description of such use and indicating whether it needs all or a portion of the Premises for its use. Tenant may amend the schedule from time to time and agrees to provide such amendments to the Board of Selectmen in a timely manner. If Tenant does not intend to use the Premises during any prescheduled times, it shall inform the Board of Selectmen at Tenant's earliest opportunity and shall allow others to use the Premises during such times.

5.4. Cooperation. Tenant acknowledges and agrees that its use of the Premises is not exclusive, and that it shall allow others to use the Premises when Tenant is not using the same. Landlord agrees that it shall use its best efforts to accommodate Tenant's needs, while still allowing others to make reasonable use of the Premises. Tenant and Landlord agree to cooperate in making the best use of the Premises.

5.5. Use By Organized Groups and for Organized Events. During the Season, and subject to providing Tenant and the Board of Selectmen with at least thirty (30) days prior written notice, the Premises may be used for organized events (such as fairs and other community events) and by members of any organized groups for recreational purposes, provided the same does not interfere materially with Tenant's scheduled use of the Premises. The Premises may be used by organized groups and for community events during the off-Season by providing Tenant and the Board of Selectmen with at least fourteen (14) days prior written notice. Prior to use, organized groups using the Premises shall sign a copy of this Lease attesting to their understanding of the terms and conditions of this Lease including, but not limited to the Restricted Area, damage to premises, parking area, toilets, lights, etc. Tenant shall not be responsible for use of the Premises by other organized groups.

5.6. Use by Others. Tenant shall allow members of the public and unorganized sports groups to use the Premises or any part thereof at any time if the same does not interfere materially with Tenant's use thereof. During the off-Season, Landlord may use and allow others to use the Premises at any time for similar purposes such that the activity does not negatively impact the environmentally sensitive conservation area. Landlord may, but shall not be obligated to, plow the Premises during winter. Tenant shall have no obligation to plow the Premises during winter. Tenant may close fields temporarily for preservation or restoration and shall notify the Board of Selectmen. Closed fields should be clearly marked as such.

5.7. Damage to Premises. Landlord agrees that it shall not bring vehicles on any grass surface of the Property. The Board of Selectmen shall prohibit others from bringing vehicles on any grass surfaces and from causing damage to said fields. If Landlord, or its employees, contractors, agents and representatives damage the Premises, which damage involves more than the routine wear and tear anticipated from the normal use of the Premises, but, rather, involves damage to the subsurface of the fields or damage to any buildings, the irrigation system, or other facilities of Tenant, Landlord shall be responsible for repairing the same to the condition existing prior to such damage at its sole cost and expense. Tenant acknowledges and agrees that Landlord shall not be responsible for any damage caused by third parties, and that Landlord is not responsible for securing the Property.

5.8. Concession Stand. If Tenant constructs a concession stand on the Premises, as set forth below, revenues from the operation of such stand shall be Tenant's exclusive property. Tenant may operate the concession stand anytime during the Season to provide refreshments

to players and spectators. The Tenant will remove from the premises all trash generated by concessions.

5.9. Parking Area. Tenant may only use the Parking Area, and such other areas as may be designated by Landlord, to provide parking for players, officials, and spectators, and shall ensure that Tenant's members, contractors, agents, employees, permittees and invitees do not park cars on any other portion of the Premises. If the parking areas are not sufficient for Tenant's use, Tenant may create additional parking provided that it obtains the Landlord's prior written consent and that of NHESP. No parking shall be permitted in the Restricted Area.

5.10. Toilets. If Tenant intends to place toilets on the Premises, whether portable or permanent, Tenant shall obtain the Board of Selectmen's prior approval of the location thereof. Tenant shall obtain all permits and approvals necessary prior to such installation.

5.11. Lights. Tenant shall not install or bring onto the Premises any lights without the Board of Selectmen's prior written consent and the approval of NHESP.

5.11. Signs. Tenant may place, or cause to be placed, signs identifying the Premises as a youth recreation area, signs identifying the Tenant sponsors, and shall place signs informing players and others of the environmentally sensitive Restricted Area, which signs shall conform to the Town's general and zoning by-laws. Tenant agrees to maintain such signs in good condition and repair at all times.

5.12. Emergency Protocols. Tenant shall be responsible for developing emergency protocols to be followed by the coaches, referees and Tenant's representatives if anyone is injured on the Premises, and providing Landlord with a written copy of the same within thirty (30) days from the date of this Lease. Tenant agrees that Tenant's representative shall be present on the Premises during any soccer practice/game and will make all arrangements in the event of an emergency.

5.13. Assignment or Subletting. Tenant shall not assign or sublet the Property or any part thereof without Landlord's prior written consent, which may be withheld in Landlord's sole discretion.

5.14. Fertilizers. Tenant shall use only organic and biodegradable fertilizers and pesticides on the Premises. No fertilizers or pesticides of any kind shall be permitted in the Restricted Area.

5.15. Hazardous Substances. Tenant agrees that it shall not maintain, generate, allow or bring on the Property or transport or dispose of on or from the Property any Hazardous Waste, Hazardous Material, Oil or radioactive material. As used herein, the terms "Hazardous Waste", "Hazardous Material", and "Oil" shall be defined "as provided in Section 2 of Chapter 21C, Section 2 of Chapter 21D, and Section 2 of Chapter 21E of the General Laws of Massachusetts, and the regulations promulgated thereunder, as such laws and regulations may be amended from time to time (collectively, the "Hazardous Substances"). Tenant shall not be responsible for Hazardous Substances known to be on or emanating from the Property before the date of this Lease, provided Tenant does not contribute to or exacerbate such contamination.

5.16. Annual Report. Tenant shall, on or before March 1 of each calendar year, submit an annual report to the Board of Selectmen, indicating what Improvements and other

improvements have been made by Tenant, the current condition of the Premises, and Tenant's improvement and maintenance plans for the next calendar year. The report shall also contain the names of all individuals or groups that had requested use of the Premises over the past calendar year, the purpose of such use, whether such use was provided, and the number of fields assigned by Tenant. Tenant shall submit with the annual report a schedule of its anticipated use of the Premises for the upcoming Season, as set forth in Section 5.3 above. Tenant agrees to provide Landlord with such additional information as Landlord reasonably requests.

5.17. Compliance with Laws, Regulations, and Codes; Landlord's Regulations. Tenant shall obtain all necessary certificates, permits and other approvals required by any federal, state and local authorities necessary to undertake any repair, renovations or improvements to or to use or occupy the Premises for the Permitted Purposes, and to maintain the Restricted Area, and with all reasonable rules and regulations of the Board of Selectmen.

5.18. Cooperation with Educational Activities. Tenant agrees that its Executive Board, coaches, employees and other Tenant's agents shall attend seminars and other educational programs held by NHESP and/or the Conservation Commission at the beginning of a Season on protecting the sensitive wildlife habitats on the Property, take such reasonable measures requested by NHESP and/or the Conservation Commission that will better protect the wildlife on the Property; and cooperate in disseminating such information and educational materials to others during games and practice sessions.

6. IMPROVEMENTS

6.1. Improvements. Tenant may apply for permits to improve and develop the Premises, at its sole cost and expense, in the area of the Premises specified by the Board of Selectmen in conjunction with NHESP accordance with any development plan approved by the Board of Selectmen (the "Improvements"). The existing structure located on the Premise and used for the storage of equipment may be maintained and/or replaced in-kind as necessary by Tenant with prior written notice to the Board of Selectmen. The Board of Selectmen may consider the aesthetic appearance of any new development (Improvements) to ensure that any new structures are not inconsistent with the character of buildings in that area. Landlord shall not be liable for any damage to or loss of Tenant's equipment or other personal property. Tenant shall not make any other improvements to the Premises without Landlord's prior written consent, which may be withheld in Landlord's sole discretion. All allowed or required alterations or additions, including the Improvements, shall be at Tenant's sole cost and expense, and shall be in quality at least equal to the present construction. Consistent with Section 5.6, Tenant shall have no obligation to plow or remove snow from the Premises in winter.

6.2. Permits and Work. Tenant shall procure all necessary certificates, permits, and other approvals by any federal, state and local authorities before undertaking any work on the Premises, including the Improvements, and shall cause all such work to be performed in accordance with all certificates, permits, and approvals and good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of prime quality and shall defend, hold harmless, exonerate and indemnify Landlord from all injury, loss or damage to any person or property occasioned by such work. Tenant shall at all times comply with, to the extent the same are applicable, (i) Massachusetts public bidding laws and all laws, rules, orders and regulations of governmental authorities having jurisdiction thereof, in effect at

the time of application for permits for such work; and (ii) plans and specifications (which shall be prepared by and at the expense of Tenant and approved by Landlord prior to beginning any work). Tenant agrees to employ responsible contractors for such work and shall cause such contractors to carry workers' compensation insurance in accordance with statutory requirements and comprehensive public liability insurance and automobile liability insurance covering such contractors on or about the Premises in amounts reasonably acceptable to Landlord and agrees to submit certificates evidencing such coverage to Landlord prior to the commencement of and during the continuance of such work. Each day work is scheduled between May 1st and November 1st, the work area shall be visually scanned on foot for wildlife prior to commencing work.

6.3. Tenant's Sole Liability and Mechanics Liens. Should any improvements, alterations or repairs be made to the Premises or material be furnished or labor be performed therein or thereon by or on behalf of Tenant, as permitted under the terms of this Lease, Landlord shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Premises or any part thereof, but all such improvements, alterations and repairs shall be done and materials and labor furnished at Tenant's expense, and the laborers and material-men furnishing labor and materials to the Premises or any part thereof shall release Landlord and the Premises from any liability. Tenant shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Tenant in connection with work of any character performed at the direction of Tenant and shall cause any such lien to be released of record without cost to Landlord.

6.4. Ownership of Improvements. The Improvements, and all buildings and structures erected on the Premises and fixtures installed therein by Tenant shall become the exclusive property of Landlord at the expiration or earlier termination of this Lease, unless Landlord requires Tenant to remove the same. All personal property and equipment shall remain the exclusive property of Tenant. Tenant may at any time, at its sole option, remove any such property and equipment and restore the Premises to the same conditions as prior to such alteration or addition, reasonable wear and tear and damage by fire or other casualty only excepted.

6.5. Worker's Compensation. Tenant shall maintain worker's compensation insurance during the construction of the Improvements and any other improvements, as required by law. Tenant agrees that any contractor performing work on behalf of Tenant at the Premises shall carry liability insurance in amounts reasonably satisfactory to Landlord, and shall name Landlord as an additional insured party. Prior to any construction performed by Tenant or any contractor on behalf of Tenant at the Premises, Tenant shall provide Landlord with a copy of the contractor's insurance certificate indicating liability insurance coverage as specified in Section 9 below, and copies of any approvals, including any building permits, necessary or obtained to conduct said construction.

7. MAINTENANCE

7.1. Maintenance of Premises. Tenant agrees that Landlord shall have no responsibility for the maintenance of the Property or for securing the same. Tenant shall be responsible, at its sole expense, for the general maintenance of the Premises, including, without limitation, the existing fields, the Improvements, and the irrigation system. Tenant shall keep the Premises in good and safe order, condition and repair, excepting only reasonable use and wear and

damage by fire or other casualty. Tenant shall be responsible for mowing the grass, and for lining the fields prior to games and ensure that there are no objects in the fields that could be injurious to the players. Prior to mowing the fields, the fields shall be visually scanned for wildlife by walking the length of the fields on foot. Tenant shall be responsible for cleaning the Premises after games. Tenant agrees to keep, operate, use and maintain every part of the Premises in conformity with the requirements of all applicable laws, regulations, and bylaws, and to do all other work necessary to comply with the foregoing covenant. Tenant hereby releases Landlord from any obligation imposed by law upon landlords generally for such removal of snow and ice, and shall indemnify, defend and save harmless Landlord from any and all liability for claims arising out of Tenant's failure to adequately maintain the Premises in a safe condition consistent with all laws, rules or regulations applicable to the Premises.

7.2. Maintenance of Restricted Area. Tenant shall maintain the Restricted Area in its natural and undeveloped condition in cooperation with and as prescribed by NHESP, and in compliance with all other applicable federal, state, and local laws, regulations, bylaws, including all applicable rules and regulations of the Townsend Conservation Commission.

7.3. Failure to Maintain. If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same forthwith, and, if Tenant refuses or neglects to commence and diligently pursue the completion of such repairs within ten (10) days after such demand, or forthwith in the case of emergency repairs, Landlord may (but shall not be required to) make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant's property by reason thereof. Except in the case of emergency repairs, such repairs made or caused to be made by Landlord shall not unreasonably interfere with Tenant's use of the Premises. If Landlord makes or causes such repairs to be made, Tenant agrees that Tenant will forthwith, on demand, pay to Landlord the cost thereof and, if Tenant shall default in such payment, Landlord shall have the remedies provided herein as for default of the Lease.

8. INDEMNIFICATION RELEASE

Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, expenses or liability of whatever nature, however caused, to any person, or to the property of any person, in or about the Property, or arising from any accident occurring outside the Property but within the general area of the Property, where such accident, injury or damage results or is claimed to have resulted from (a) Tenant's use of the Property or any act, omission or negligence on the part of Tenant or Tenant's contractors, licensees, agents, servants, employees, customers, or invitees, or anyone claiming by, through or under Tenant, (b) any failure on the part of the Tenant to comply with any provision or term required to be performed or complied with by Tenant under this Lease, (c) for the death, injury or property damage suffered by any person relating in any way to Tenant's exercise of its rights under this Lease, and from any and all costs and expenses incurred in connection with any cleanup, remediation removal or restoration work required by any federal, state or local governmental authority because of the presence of any Hazardous Substances on or about the Property to the extent Tenant caused or contributed to such environmental occurrence.

The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought

thereon, including attorneys' fees, and the defense thereof with counsel acceptable to Landlord or counsel selected by an insurance company which has accepted liability for any such claim.

To the maximum extent this Lease may be made effective according to law, Tenant agrees to use the Property at Tenant's own risk, and Landlord shall not be liable to Tenant for any injury or death to persons entering the Property pursuant to this Lease, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of Tenant, or of anyone claiming by or through Tenant, that are brought upon the Property pursuant to this Lease. Tenant acknowledges and agrees that it accepts the Property in its "AS IS" condition for the purpose of this Lease, and that Landlord has made no representation or warranty regarding the fitness of the Property.

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

9. INSURANCE

Tenant shall obtain and keep in force at its own expense so long as this Lease remains in effect and thereafter so long as Tenant, or anyone claiming by, through or under Tenant, uses or occupies the Property or any part thereof, public liability insurance, including coverage for the bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Tenant under the terms and conditions of this Lease to indemnify, defend and hold harmless Landlord: comprehensive public liability insurance in the amount of \$1,000,000.00/occurrence, \$5,000,000.00/aggregate; and property damage liability or a combined single limit of \$1,000,000.00 annual aggregate limit Prior to entering the Property, Tenant shall provide with a certificate of insurance in each case indicating Landlord is an additional insured on the policy and showing compliance with the foregoing provisions. Tenant shall require the insurer to give at least thirty (30) days' written notice of termination, reduction, or cancellation of the policy to Landlord.

To the extent possible, Tenant shall obtain, for each policy of insurance secured by it, provisions permitting waiver of any claim against Landlord for loss or damage within the scope of the insurance, and Tenant, for itself and its insurers, waives all claims against Landlord as to such claims covered by such insurance.

In the event of Tenant's failure, in whole or in part, at any time during the term of this Lease, to obtain insurance required to be carried by Tenant under the provisions hereof or to provide such evidence thereof in timely fashion, Landlord shall have the right (but shall not be obligated) to procure such insurance and Tenant shall pay to Landlord the costs and expenses thereof as Additional Rent.

10. DEFAULT; LANDLORD'S REMEDIES

Tenant covenants and agrees that its failure to fulfill any covenant or obligation to use, operate, improve, repair, maintain, or insure the Premises in accordance with the terms of this Lease shall constitute a default under this Lease. Tenant further agrees that, if it does not cure such default within thirty (30) days after receiving written notice from Landlord specifying such failure (or those failures of obligation or covenant which are incapable of being cured within such thirty (30) day period, if Tenant has failed to commence such cure within said thirty (30) day

period and thereafter diligently pursued such cure to completion) then, in any such event, it shall be an event of default by Tenant.

In the event of default, Landlord shall have the right, but not the obligation, to cure the default at Tenant's sole expense, or may terminate this Lease on not less than thirty (30) days notice to Tenant and on the date specified in said notice, at which time the term of this Lease shall terminate and Tenant shall then quit and surrender the Property to Landlord. If Landlord elects to terminate this Lease, Landlord may at any time thereafter resume possession of the Property by any lawful means and remove Tenant or other occupants and their effects.

11. TERMINATION; SURRENDER

This Lease and the tenancy hereby created shall cease and terminate at the end of the original term hereof, without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate the Property and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of Property from a Tenant holding over to the same extent as if statutory notice had been given.

At the expiration or earlier termination of this Lease, Tenant shall, at Tenant's expense, remove all of Tenant's personal property, if any, and such improvements from the Premises as Landlord requires be removed and surrender the Property and any improvements made by Tenant to Landlord in the condition that Tenant is required to maintain the same under this Lease. All property of Tenant remaining on the Property after the expiration or earlier termination of this Lease, and all required and permitted improvements, shall be and become the property of Landlord.

12. MISCELLANEOUS

12.1. Notices. Any notice relating to the Property or to the use thereof shall be in writing and shall be deemed duly served when mailed by registered or certified mail, postage prepaid, addressed to the other party at the addresses listed above, or at such other addresses as the parties may from time to time designate by written notice to the other party.

12.2. Landlord's Access. Landlord or Landlord's agents may at any time and from time to time enter to inspect the Property to ensure compliance with the terms of this Lease, and may, at its sole discretion, make such repairs and alterations as Landlord elects to. Landlord shall have the right to use the Property for accessing the Well Field, as set forth in Section 1 above.

12.3. Notice of Lease. Both parties shall; upon request of either, execute and deliver a notice of this Lease in such form, if any, as may be permitted by applicable statute, whereupon the same may be recorded at the applicable Registry of Deeds.

12.4. Waiver. The failure on the part of the Landlord or Tenant, as the case may be, to complain in any one or more cases of any action or non-action on the part of the other party, or to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Lease or to exercise any option contained herewith, no matter how long the same may continue, shall never be deemed or construed to be a waiver by such party of any of its rights hereunder, or a relinquishment for the future of any such provision,

covenant, agreement, condition or option. Further it is covenanted and agreed that no waiver at any time of any of the provisions hereof by the Landlord or Tenant shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

12.5. Headings and Captions for Convenience Only. The captions and headings throughout this Lease are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Lease, nor in any way affect this Lease, and shall have no legal effect.

12.6. Entire Agreement of Parties: No Oral Agreement. There are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, agreements, and undertakings, if any, between the parties hereto with respect to the subject matter hereof, and none thereof shall be used to interpret or construe this Lease.

12.7. Governing Law. This Lease shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on the date and year first above mentioned.

LANDLORD:

TENANT:

TOWN OF TOWNSEND,
By its Board of Selectmen