

AGREEMENT

THIS AGREEMENT, made and entered into on the date hereinafter written, by and between the TOWN OF LEE, MASSACHUSETTS, acting by and through its Board of Selectmen (hereinafter called "Town") and Laurel Lake Water Power, LLC, having a principal place of business at 125 Fairview Street, Lee, Massachusetts (hereinafter called "LLWP").

WHEREAS, the Town of Lee voted at the May 14, 2009, Annual Town Meeting to authorize the Selectmen to negotiate an agreement for access to the Town's Sandy Beach and the Town currently uses an existing traveled way over and through LLWP's property at Laurel Lake to reach Sandy Beach. The way runs from Route 20 to the High Lawn Farm property line ("the way"). The way may be relocated on the property at the discretion of LLWP. LLWP agrees to lease to the Town the right to travel over and through the way under the following Agreement, provided, however, that the parties' obligations under this Agreement are contingent upon a vote at a Town Meeting appropriating the funds under this Agreement.

Terms and Conditions:

1. LLWP agrees to lease to the Town the use of the traveled way accessing Sandy Beach by the Town's vehicles, officers, officials, employees, agents, contractors, and vendors, emergency vehicles, and members of the public as allowed and restricted by the Town of Lee, including but not limited to the policies adopted by the Town concerning parking and access, which policies are attached hereto and incorporated as Exhibit A. The Town's lease shall be from June 1 through September 30 and access to the public shall be for the hours of 10:00 a.m., Eastern Time, until 30 minutes before sunset, provided, however, that the Town employees, officers, officials, and agents shall have

access from May 15 through October during the hours of 6:30 a.m. to 30 minutes after sunset to access the Sandy Beach as needed for maintenance and preparation of the Sandy Beach for public access.

2. The Town agrees to pay LLWP in the amount of \$6,400, subject to additions and deductions provided herein, for the use of access over the way from June 1 through September 30, 2009, provided, however, that the deliverable under this agreement is access for the entire time period, namely, June 1 through September 30, per annum and that if access is terminated by LLWP, its owner(s), agent(s), assign(s), or successor(s) in interest during that time period in any year, the Town's access fee for the year in question will be returned to the Town in its entirety. LLWP has other business that requires the use of the way and will make reasonable efforts to ensure passage is uninterrupted. LLWP will notify the Town of extraordinary conditions that will cause access to be impeded and will notify the Town of any abnormal lake drawdown. Nothing herein shall be construed to relieve LLWP from following any federal, state, or local regulations. Provided further, that for the 2009 season, the Town will pay the access fee on or before July 15, 2009. LLWP shall notify the Town of its intent to renew the license for the next season at least thirty days prior to the close of the current season, namely, at least thirty days prior to September 30. In the event that LLWP notifies the Town that it will not renew the license for the next season or fails to give such notice in a timely manner, the Town, at its option, shall be granted a license for the access over and through the way for the next season and shall pay \$7,250 or the current season fee, whichever is greater.

If LLWP timely notifies the Town of its intent to renew the license agreement for the next season, the Town will notify LLWP on or before November 30th of its intent to continue the access agreement for the next season. If the Town of Lee exercises its option to renew the lease for the next season, the Town shall negotiate with LLWP for next season's payment fee by December 30th and the agreed upon fee shall be due on or before July 15th of the year of use, subject to the terms above.

3. LLWP shall provide all maintenance of the traveled way and shall allow emergency access at all times. LLWP warrants that it has the authority to enter the lease pursuant to the terms herein and provide access to the Highlawn Farm property line as specified. LLWP further agrees to notify any party in interest, including but not limited to any subsequent purchaser or purchasers, of this Agreement, and warrants to the Town that it will provide such notice in writing to any party in interest. The authority to enter this Agreement and the notice specified in this paragraph are material terms of this Agreement.

4. During the lease term, the Town through its Board of Selectmen agrees to continue in effect the no-alcohol policy at Sandy Beach and oppose any revision of the policy currently in effect, which provides for alcohol use by permit of the Select Board only, and further agrees to make reasonable efforts to prevent litter generated by guests of the Sandy Beach.
5. The Town shall maintain in full force and affect the following minimum insurance:

Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate

The Town of Lee shall provide a certificate of Insurance to LLWP and LLWP shall be named as an additional insured on the General Liability policy relative to the use of the way. The Town's Insurance shall cover only the public's use and access over and through LLWP's property at Laurel Lake to reach the Town "Sandy Beach".

This Agreement shall be considered valid only if executed by both parties. This Agreement (consisting of pages 1- 4, inclusive and Attachment A, "2008 Restricted Parking at Sandy Beach"), constitutes the entire Agreement between the Town and LLWP, and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. All notices required under this Agreement or pursuant to this Agreement must be in writing. The parties agree that they are not waiving any rights at law or equity by entering this Agreement.

CERTIFICATE AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that LLWP has complied with the laws of the Commonwealth of Massachusetts relating to taxes.

Laurel Lake Water Power, LLC

_____ By: _____
Federal Identification Number Roger G. Scheurer, Manager

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Town, by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first below written. LLWP's representative warrants and represents that he is authorized to execute the Agreement on behalf of LLWP and to bind LLWP and its successors, assigns, or agents to all terms herein.

LAUREL LAKE WATER POWER, LLC

TOWN OF LEE, MASSACHUSETTS
By its Board of Selectmen

By: _____
Roger G. Scheurer, Manager

By: _____
Patricia D. Carlino

By: _____
Gordon D. Bailey

By: _____
David J. Consolati

Dated: _____

By: _____
Approved as to Form by
Jeremia A. Pollard, Town Counsel

Date