

TOWN OF CHARLOTTE THOMPSON'S POINT LEASE

THIS LEASE AGREEMENT made this _____ day of _____, 2024, by and between the **TOWN OF CHARLOTTE** (hereinafter referred to as the Lessor) and _____ **Carol Y Conard, Trustee of the Carol Y Conard Trust**(hereinafter referred to as Lessee).

In consideration of the mutual covenants and agreements herein contained, Lessor does lease to Lessee, Thompson's Point historical Lot(s) No(s). **145**, located at **62 North Shore Road**, identified on the Town of Charlotte tax map as **M41B50L05**, which map is on file in the Charlotte Town Clerk's office.

1. **TERM**. This Lease shall commence on the 1st day of January, **2024** and shall continue for a term of twenty (20) years. This lease shall end the last day of December, **2043** , unless sooner terminated as herein provided.

2. RENTAL

a. Lessee shall pay Lessor an annual rental based on the following formula: (Annual Combined Tax Rate for Town and School District x 105%) x (Fair Market Value of leased Premises as determined in accordance with subsection (b)).

b. The fair market value of the leased premises as of January 1, 2024 for purposes of computing the annual rental is **\$343,200**. This fair market value may be redetermined by Lessor during the term of this lease. Such redetermination shall not occur more frequently than every fifth year. Provided Lessor shall determine the fair market value of the leased premises on the basis of accepted appraisal practices, Lessee shall have no right to challenge any redetermination under this lease.

c. The Annual Combined Tax Rate for the Town and School District used to establish annual rental shall be the annual combined tax rate established for the fiscal year (July 1 through June 30) that ends during the year for which the rent is due. (Example: For the lease year that runs from January 1, 1997 through December 31, 1997, the annual combined tax rate shall be the rate established for the fiscal year that runs from July 1, 1996 through June 30, 1997.)

d. Lessor shall notify Lessee of the annual rent due under this lease on or before February 1st of each year and Lessee shall pay such rent to the Charlotte Town Clerk on or before March 1st. If rent is not paid on or before March 1st, interest at a rate of 1 1/2% per month (18% per annum) shall be paid in addition to the rent.

3. USE

a. Lessee shall use and occupy the leased premises for seasonal residential purposes only during the period of April (+/-) 15th through October (+/-) 31st each year. Lessee shall not use, nor allow anyone else to use the leased premises for any other purpose, including without

limitation the conduct of any business, or occupancy on a year-round basis.

b. Lessee agrees to maintain the leased premises and any improvements constructed thereon in a safe, orderly and habitable condition.

c. Lessee shall use the leased premises in a reasonable manner and shall not allow disorderly conduct, loud or disturbing noise, or activities that interfere with the use and enjoyment of neighboring properties to occur on the leased premises.

d. Existing native vegetation between the shoreline and a structure shall be preserved and maintained. All trees on leased lots are owned by the Town, and permission from the Tree Warden shall be required for cutting or pruning within this district. Dead or storm damaged trees shall not be cut unless they are determined by the Tree Warden to be a hazard to structures or to public safety.

e. Lessee shall not dump or discharge or permit dumping or discharging of any substance into the waters of Lake Champlain or onto other lands owned by Lessor.

4. CONSTRUCTION OF IMPROVEMENTS

a. Lessee may, at Lessee's sole expense, construct and maintain on the leased premises a structure to be used for seasonal residential purposes.

b. In the event improvements on the leased premises are destroyed by fire, storm or any other unforeseen and involuntary occurrence, Lessee shall have the right to rebuild and/or restore such improvements providing that the footprint and height of the newly constructed improvements do not exceed those that existed prior to such destruction.

c. Such construction or reconstruction of improvements shall be in compliance with all applicable state and local laws regulations including, but not limited to, any zoning regulations in effect in the Town of Charlotte.

5. WATER SUPPLY. By acceptance of this Lease, Lessee expressly accepts full responsibility for the provision of water to the leased premises and agrees to bear all expense associated with such provision of water. Lessee expressly waives any right it might now or in the future have to request Lessor to provide water to the leased premises or bear any portion of the cost associated with the provision of water to the leased premises. Lessee further agrees to hold Lessor harmless for any damage or injury resulting from the inadequacy, either as to quality or quantity, of water provided to the leased premises nor shall Lessor bear any portion of the cost associated with the provision of water to the leased premises.

6. WASTE WATER DISPOSAL

a. By acceptance of this Lease, Lessee expressly agrees to comply fully with the provisions of the Thompson's Point Wastewater Disposal System Ordinance adopted September 27, 1993, and all subsequent amendments of such ordinance, and any other ordinance adopted by the Town of Charlotte that regulates wastewater disposal on Thompson's Point for the use of Thompson's

Point wastewater disposal system. Lessee agrees that a complying connection to the Thompson's Point Wastewater Disposal System, from the structure listed in the ordinance, shall be made prior to the commencement of use of the leased premises.

b. Lessee expressly agrees to pay to the Town of Charlotte all charges assessed by the Town pursuant to the sewer ordinance or any other lawful ordinance or assessment for costs incurred by the Town in connection with operation of the Thompson's Point wastewater treatment and disposal system. Lessee expressly waives any right it may now or in the future have to request that Lessor bear any portion of these expenses. Lessee further agrees to hold Lessor harmless for any damage, pollution, or other injury, including fines, resulting from the Lessee's failure to comply with the Sewer Ordinance or the Lessee's failure to notify the Town of improper operation or failure of any portion of the Thompson's Point Wastewater Treatment and Disposal System which is located upon the leased premises.

c. Lessee agrees to discontinue use of the leased premises upon thirty (30) days written notification from Lessor that the Charlotte Board of Health or its successor has determined, in its sole discretion, that:

The Thompson's Point Wastewater treatment and disposal System fails to comply with applicable State and Federal standards or fails to comply with the following:

- (1) prevents surfacing of sewage and the creation of a health hazard; and
- (2) prevents the pollution and contamination of drinking water supplies, groundwater and surface water; and
- (3) maintains sanitary and healthful conditions during operation or
- (4) the use or continued use of seasonal camps on Thompson's Point may constitute a public health threat; or
- (5) The use or continued use of seasonal camps on Thompson's Point may contribute to the pollution of ground or surface waters: or
- (6) Federal or State officials have directed Lessor to discontinue use of Thompson's Point for seasonal camps.

Lessee agrees not to resume use of the leased premises until notified by Lessor that such may be resumed.

d. Lessor agrees to abate any rent due under this lease on a pro-rata basis for any period Lessee is denied use of the leased premises pursuant to sub-sections (1) thru (6) in above. Lessee agrees that such abatement of rent shall be the sole and exclusive relief it shall receive from Lessor for such denial of use.

7. TAXES. Lessee shall pay all local taxes and special assessments assessed against the leased premises and any improvements situated on the leased premises and failure to pay such taxes or assessment on or before the date due shall constitute a default of this lease.

8. THOMPSON'S POINT ROADS. Lessor agrees to maintain all roads on Thompson's Point leading to the leased premises in a passable condition during the period April (+/-) 15 through

October (+/-) 31st of each year during the term of the Lease.

9. INDEMNIFICATION AND INSURANCE.

a. Lessee does hereby indemnify and hold Lessor harmless from and against any and all liability or damages resulting from injuries to persons or property in, on or about the leased premises.

b. Lessee shall maintain a general liability insurance policy for the leased premises with a minimum liability limit of fifty thousand dollars (\$50,000) for each occurrence.

10. TERMINATION BY LESSOR. Lessor may terminate this Lease upon Lessee's failure to comply with any terms or conditions herein if such non-compliance shall continue for a period of thirty (30) days following written notice from Lessor. Upon expiration of such thirty (30) day period Lessor shall provide Lessee written notice of such termination and such termination shall become effective seven (7) days following the mailing of such notice. Upon such termination, Lessor shall be entitled to immediate possession of the leased premises and Lessee agrees to peaceably yield up to Lessor the leased premises in good order and repair.

11. TERMINATION BY LESSEE. Lessee may terminate this Lease upon thirty (30) days written notice to Lessor. Any rent due or paid Lessor shall be prorated as of the date such termination becomes effective.

12. NOTICES. All notices required by this Lease shall be sent to Lessor in care of the Town Clerk, PO BOX 119, Charlotte, Vermont 05445 and to Lessee at _____
343 Autumn Hill Lane Shelburne VT 05482.

13. REMOVAL OF STRUCTURES. Upon expiration or termination of this Lease, Lessee shall have nine (9) months from the date of expiration to remove from the leased premises any camp, structure or personal property located thereon. If Lessee exercises this right of removal, Lessee shall remove all debris, foundations or other improvements and leave the land completely clean and free of all trash or debris of any kind. Such site shall be graded, covered with topsoil, seeded and mulched. Any real or personal property situated on the leased premises at the expiration of such nine (9) month period shall be deemed abandoned, and Lessee does by this Lease Agreement quitclaim unto Lessor any and all interest Lessee may have in and to said abandoned property.

14. ATTORNEY'S FEES. In any action brought by Lessor against Lessee pursuant to this Lease, Lessor may recover its reasonable legal fees for maintaining such action in addition to any other relief it may be awarded by the court.

15. RIGHTS OF FIRST REFUSAL.

a. Upon expiration of this Lease, if Lessor shall decide to re-lease the premises leased hereby, Lessee shall have a right of first refusal to lease the leased premises. Lessee understands and agrees that Lessor has not obligated itself to re-lease the leased premises by granting this right of first refusal.

b. If Lessor shall decide to sell the leased premises as a single lot and not as a portion of other property on Thompson's Point, Lessee shall have a right of first refusal to purchase the leased premises.

c. The rights of first refusal granted in this Lease shall be waived by Lessee unless exercised within thirty (30) days of written notice from Lessor. Lessee shall exercise such rights by delivering written notice to the Charlotte Town Clerk. A certificate of the Charlotte Town Clerk that such rights have not been exercised as provided above shall be conclusive evidence of waiver by Lessee.

16. PRO-RATIONS. Any item required to be pro-rated under this Lease shall be pro-rated on an annual basis even though use of the leased premises is limited to seven (7) months per year.

17. BINDING EFFECT. This lease shall be binding upon the heirs, successors and assigns of the parties hereto.

18. WAIVER OF INTEREST. By the acceptance of this lease, Lessee expressly acknowledges that Lessee's sole and exclusive rights in the leased premises are those that are granted by this lease. Lessee claims no rights beyond those that are granted by this lease and expressly waives, forfeits and relinquishes any rights, claims or interests which Lessee has or may have had in the past in the leased premises regardless of the source of such claim, and specifically, but without limitation, claims, interests or rights based upon prior leases or documents, actions of the Town or Town officials, or representations (written or oral) by Town officials. Lessee further agrees to make no claim or demand at the time this lease expires that Lessee is entitled to an extension or renewal of this lease, a new lease or any right to any continued use or occupancy of the leased premises. Lessee specifically agrees to peacefully vacate the leased premises without further request or action of the Town at the expiration or termination of this lease.

IN WITNESS WHEREOF, the parties hereunto set their hands the date above recited.

TOWN OF CHARLOTTE

By: _____
Duly Authorized Agent Lessor

Lessee Carol Conant

STATE OF VERMONT
CHITTENDEN COUNTY, SS

At Charlotte this _____ day of _____, 2024, _____,
Authorized Agent of the Town of Charlotte personally appeared, and acknowledged this
instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of
the Town of Charlotte.

Before me, _____

Notary Public
My Commission Expires 1-31-2025

