

BULLET POINT LEASE TERMS FOR CONSIDERATION

1. Lease for an initial term of 30 years, with option for auto-renew for subsequent terms unless negotiated by parties or some violation or material change. Lease shall run with the land.
2. Provision requiring property maintained in an orderly fashion in accordance with Town codes.
3. Written notice of accumulation of junk/trash/etc. will give 30 days to cure. Failure to cure MAY result in hearing to determine whether to modify terms or cancel. I'd like to have language saying if not curable in 60 days parties may agree to extend time to cure.
4. No permanent improvements or construction of structures unless written approval from the Town.
5. Fishing access and related liability insulation.
6. Any termination of the lease shall only be after a public hearing where the Lessee can present evidence explaining why termination is not warranted. Termination shall only be (1) in response to violation AND failure to cure after a public hearing or (2) in the unlikely event the Town needs the right of way for right of way related needs (ie. a roadway and/or parking for the workforce housing project) and not for unrelated needs when a reasonable alternative is available (ie. storing snow plows in the summer if there is other town property that could be utilized for the same).
7. Lessee shall be timely notified of any contemplated Town use or potential cancelation of the lease, including but not limited to items of discussion during Town meetings, potential development applications, or violations of the Lease Agreement.