

**DEPARTMENT OF THE ARMY LICENSE
HOPKINTON-EVERETT LAKE DAM PROJECT
CONTOOCCOOK, NH**

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, acting under his general administrative powers, hereby grants to the **HOPKINTON-EVERETT LAKE DOG CLUB ASSOCIATION (HELDCA)**, a nonprofit corporation organized and existing under the laws of the State of New Hampshire, with a mailing address of 44 Birchwood Drive, Allentown, NH 03275, hereinafter referred to as the grantee, permission to operate a dog field/trial area for hunting dogs in competitive conditions including maintaining a small shelter and kiosk, placement of a portable restroom, and to mow grass for assembly and trial areas, over, across, in and upon lands of the United States identified as Tract 1204 and 1208, hereinafter referred to as the premises, as shown on Exhibit "A", attached hereto and made a part hereof.

THIS LICENSE is granted subject to the following conditions:

1. TERM

This license is granted for a term of five (5) years beginning April 15, 2011 and ending April 14, 2016 but revocable at will by the Secretary.

2. CONSIDERATION

a. (1) The grantee shall pay in advance to the United States the amount of One Thousand Two Hundred and Fifty Dollars (\$ 1,250.00) annually, payable to the order of "FAO, USAED, New England," and delivered to the Chief, Real Estate Division, U. S. Army Corps of Engineers, 696 Virginia Road, Concord, Massachusetts 01742-2751.

(2) In lieu of the cash payment required in subparagraph (a)(1) the grantee, for exercising the privileges granted by this license, shall annually provide a minimum of \$ 1,250.00 worth of combined labor services of mowing, road maintenance and debris /trash removal computed on the basis of \$ 20.00 an hour as directed, supervised and approved by the Project Manager at Hopkinton-Everett Lakes Project. No mowing will be allowed during bird nesting season and all road maintenance will be conducted in accordance with all local, state and federal regulations.

3. NOTICES

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, to the Hopkinton-Everett Lake Dog Club Association, 44 Birchwood Drive, Allentown, NH 03275; and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, U.S. Army Corps of Engineers, New England District, 696 Virginia Road, Concord, MA 01742-2751; or as from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, New England District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises;
- c. subject to other outgrants of the United States on the premises;
- d. personal to the grantee, and this license, or any interest herein, may not be transferred or assigned.

8. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. PROTECTION OF PROPERTY

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or from the grantee's delivery of any in-kind service under this license, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

11. RESTORATION

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, leaving the premises in a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

12. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons or exclude them from participation in the grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the premises. The grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

13. TERMINATION

This license may be terminated by the grantee at any time by giving the District Engineer at least ten (10) days notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event that said notice is not given at least ten (10) days prior to the rental due date, the grantee shall be required to pay the consideration for the period shown in the Condition on CONSIDERATION.

14. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises or trees are cut.

d. No subsurface excavation of the premises will be allowed under the license.

15. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

16. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 U.S.C. § 403), and Section 404 of the Clean Waters Act (33 U.S.C. § 1344).

17. INSURANCE

a. At the commencement of this license, the grantee shall obtain, from a reputable insurance company, or companies, liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum combined single limit of Three Million Dollars (\$3,000,000.00), whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting there from, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of the grantee under the terms of this license. The grantee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies, or if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the District Engineer every three years or upon renewal or modification of this license.

b. The insurance policy or policies shall be of comprehensive form of contract and shall specifically provide protection appropriate for the types of facilities, services and activities involved. The grantee shall require that the insurance company give the District Engineer thirty (30) days written notice of any cancellation or change in such insurance. The District Engineer may require closure of any or all of the premises during any period for which the grantee does not have the required insurance coverage.

18. ADDITIONAL CONDITIONS

- a. The Grantee may hold up to 25 events on weekends between April 1st and December 25th.
- b. The grantee will refrain from holding any events from the last week in September until the second week in November in order to avoid interference with pheasant stocking by the NH Fish and Game Department. Further, the area is flood prone and upon notification from the Hopkinton Everett Lakes project Staff, the licensee shall immediately close all dog field trials affected by flood control operations.
- c. The grantee must provide an updated list of dates by January for the events to take place in the coming year.
- d. The grantee must annually update and verify for accuracy all contact information and safety information.
- e. Event information and safety information must be posted in the kiosk maintained by the grantee prior to and during each event.
- f. The grantee must visually inspect and replace any illegible or damaged signs around the perimeter of the Sharpe's Farm area warning the public of the use of live ammunition.
- g. The grantee will provide sandwich style boards for the club sponsoring an event to post at the beginning access of the roads which lead into the trial site.
- h. Grantee may release birds to be used during an event only on the day of an event.
- i. The taking of released birds outside of event participation is prohibited except during a state permitted hunting season. Hunting will be during the state recognized seasons only.
- j. During an event, the grantee will permit only one vehicle (for safety) past the farm gate at the Sharpe's Farm area. No access will be permitted outside of an event.
- k. This license does not grant exclusive use to the area; therefore, the grantee must monitor the perimeter of the area where any firearms are being discharged to identify and protect unsuspecting visitors. Should such a visitor be identified, all firearm activity will cease until the area has been cleared and it is safe to continue with the activity.
- l. No individual training and shooting permits will be issued by the Army Corps of Engineers.
- m. Live ammunition is prohibited at the Sharpe's Farm area except during an event or during a state recognized hunting season.

direction, supervision and approval of the Project Manager and subject to his/her full satisfaction.

THIS LICENSE is not subject to Title 10, United States Code, and Section 2662, as amended.

IN WITNESS WHEREOF I have hereunto set my hand by authority/direction of the Secretary of the Army this 19th day of August, 2011.

Maureen B. Davi

Maureen B. Davi
Realty Specialist
Real Estate Contracting Officer
U.S. Army Corps of Engineers
New England District

THIS LICENSE is also executed by the grantee this 12th day of August, 2011.

Richard C. Dwyer
Witness

Steve Marcq
Steve Marcq, President

CERTIFICATE OF AUTHORITY

I, ^{RED} \$ Richard C. Dwyer, certify that I am the Secretary of the Hopkinton-Everett Lake Dog Club Association; that Steve Marcq who signed the foregoing instrument on behalf of the grantee, was then President of Hopkinton-Everett Lake Dog Club Association. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the grantee in executing said instrument.

Date 8/12/2011

Richard C. Dwyer
Signature

