

# LEASE AGREEMENT

## COMMUNITY LAND TRUST IN THE SOUTHERN BERKSHIRES, INC.

P.O. Box 276  
Great Barrington, MA 01230  
(413) 528-1737

**Lease To:** \_\_\_\_\_

The Community Land Trust in the Southern Berkshires, Inc., a non-profit corporation organized under the laws of the Commonwealth of Massachusetts with an office in the town of Great Barrington, County of Berkshire and Commonwealth of Massachusetts (hereinafter referred to as "Land Trust" or "lessor") and \_\_\_\_\_ (hereinafter referred to as "lessee"), hereby agree as follows:

### 1. Leasehold Property

1.1 The Land Trust hereby leases unto the lessee and the lessee accepts from the Land Trust, each in consideration of the obligations of the other and upon the terms and conditions hereinafter set forth, sole possession, occupancy and use of a certain residential site (hereinafter designated as the "Leasehold") situated on land owned by the lessor in the town of Great Barrington, County of Berkshire, Commonwealth of Massachusetts, said Leasehold located as shown on the copy of the Forest Row Land Use Plan attached hereto and designated as leasehold number \_\_\_\_\_ (\_\_\_) plus other interests in the common lands shown and described on the Forest Row Land Use Plan. Lessee is the owner of improvements located on said leasehold number \_\_\_\_\_. The entire site (hereinafter "Forest Row Site"), of which the Leasehold is a part, is described as follows:

Beginning at a point in the assumed westerly sideline of Christian Hill Road, said point being the southeast corner of the parcel; thence North 73 degrees 41' 40" West 32.77 feet to an iron pipe found; thence North 73 degrees 41' 04" West 816.83 feet partially along a stone wall to an iron pipe found; thence North 73 degrees 00" 88" West 88.32 feet to an iron pipe found; thence North 13 degrees 17' 02" West 550.00 feet to an iron rod set; thence North 13 degrees 17' 02" West 400.00 feet to an iron rod set; thence North 13 degrees 17' 02" West 239.80 feet to an iron pipe found; thence 74 degrees 05' 50" East 288.82 feet along a stone wall to an iron pipe found; thence North 30 degrees 55' 31" East 111.51 feet along a stone wall to an iron pipe found; thence North 51 degrees 29' 40" East 43.83 feet to an iron pipe found; thence South 76 degrees 55' 53" East 41.54 feet to an iron pipe found; thence South 55 degrees 22' 07" East 45.80 feet to an iron pipe found; thence South 55 degrees 29' 12" East 116.40 feet to an iron pipe found; thence South 17 degrees 39' 49" East 132.33 feet to an iron pipe found;

thence South 75 degrees 11' 35" East 171.07 feet to an iron pipe found, which iron pipe is located on the assumed sideline of Christian Hill Road; thence South 16 degrees 09' 56" East 219.07 feet along the assumed sideline of Christian Hill Road to a point; thence South 21 degrees 39' 44" East 286.74 feet along the assumed sideline of Christian Hill Road to a point; thence South 21 degrees 10' 55" East 402.63 feet along the assumed sideline of Christian Hill Road to a point; thence South 19 degrees 07' 31" East 966.09 feet along the assumed sideline of Christian Hill Road to a point; thence South 17 degrees 42' 33" East 264.50 feet along the assumed sideline of Christian Hill Road to the place and point of beginning containing 21.096 acres of land.

1.2 The Land Trust reserves to itself, its successors and assigns all the oil, gas, coal and other minerals including water and soil and all rights to the same of whatever nature upon, in and under the Leasehold, together with the right to extract, mine, and remove therefrom any or all of the same including the right to access to and use of such portions of the surface of the Leasehold as may be necessary for the extraction, mining, and removing of said minerals with the exception of any portions improved by the lessee. Any extraction, mining and removing of said minerals shall require the written consent of the lessee and shall be subject to the obligation of the Land Trust not to interfere with the use of the Leasehold by the lessee pursuant to this lease and to return the surface on the Leasehold property to its original state, and provided that the lessee shall have the right to so much of the minerals so extracted, mined, or removed as may be reasonably necessary for use by the lessee on the Leasehold itself, but not for the purpose of selling the minerals or for any exportation purpose.

## **2. Term of the Lease and Obligations of Successor Parties**

### **2.1 Term of the Lease**

A. The term of this lease agreement shall be for a period of 99 (ninety-nine) years beginning at noon on the \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_, and ending at noon on the \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_ unless sooner terminated as provided elsewhere in this lease.

B. Unless said term is sooner terminated, the lessee shall have the option to renew this lease agreement upon these terms or upon such modification of these terms as may be mutually agreed upon by both parties.

### **2.2 Obligations of Successor Parties**

A. In the event that ownership of or title to the Leasehold should be conveyed by the Land Trust to any other person or entity, this lease agreement shall not cease, but shall remain binding and unaffected.

B. The terms, rights and obligations of the entire lease, or of any renewal hereof, shall be binding upon the named parties, or upon any successor or successors to either.

## **3. Purpose and Utilization of the Leasehold**

3.1 The purpose of this lease agreement is to facilitate the possession, use and occupancy of the Leasehold by the lessee as one part of a residential community occupying the Forest Row Site described in 1.1. The residential community shall consist of constructed dwellings (with any appurtenances) to be used as the primary residences and home places of the residents of the community, including such ancillary life support uses of the leasehold properties and the common areas by the residents of the community as described below. Lessee shall not employ the Leasehold for any other purposes except those herein described.

3.2 The lessee during the term of this lease agreement, shall use or permit the use of the Leasehold property and any improvements thereto only for residential purposes, or uses ancillary and secondary to such residential purposes, it being understood that such residential use of the Leasehold shall include the construction of homes on the premises by the lessee as his/her usual year round dwelling (except as agreed upon in writing by the Land Trust), and not primarily for investment resale or seasonal use. Ancillary or secondary uses may include studios and/or workshops and other productive and creative work upon the Leasehold land conducted by and for members of the residential community; and "life support" uses as specified in the preceding paragraph include activities ancillary and appurtenant to the primary residential use such as agriculture; utilities for community use; construction and maintenance of roads and access; timber harvesting for fuel or construction on the Leasehold, and similar activities designed to support and enhance the lives of the members of the community, subject, however, to any limitations or conditions set forth hereinafter. Consistent with the foregoing, the lessee shall not, without the written consent of the Land Trust, use or permit the use of the Leasehold for mercantile, commercial, manufacturing, or industrial purposes other than customary home occupations which are secondary to the primary residential use.

3.3 In short, the lessee shall use the Leasehold premises and Leasehold interest only as a homestead (except as agreed upon in writing by the Land Trust). Use as a "homestead", in this context, shall mean use as a primary residence by the lessee and for activities related to such residence, including agriculture and productive or creative work in the home, studio or workshop, by members of the residential group.

3.4 Lessee's dwelling unit (hereinafter "unit") shall be built in accordance with plans and specifications submitted to and approved by the Land Trust, and such unit shall conform in all respects to the applicable requirements of the local town's and state's housing codes. Any significant alterations of the exterior of lessee's unit shall be made only upon the prior approval of the Land Trust. It is understood and agreed by the Land Trust in connection with the foregoing provision that the Land Trust's interest and concern with the interior and design of construction of lessee's unit is limited to the durability and value of such unit to the Land Trust under the right of first refusal provision of this agreement appearing hereinafter, and that the Land Trust's legitimate interest in the design and construction of the exterior of the lessee's unit and any modification thereof, is limited to that right of first refusal interest plus

the legitimate concern of the Land Trust that the lessee's unit be visually (in architectural design, structure and material, now and in the future) in harmony (but not necessarily in conformance with the rest of the residential community's on the site); in keeping with those legitimate interests, the Land Trust will not unreasonably withhold its consent to innovative design, structure or materials that do not significantly detract from the community or residents.

3.5 Lessee shall construct all improvements permitted pursuant to this lease in conformance with all applicable laws or regulations, and shall obtain all necessary permits from local, state, federal and other authorities.

3.6 Lessee shall undertake to maintain the integrity of the landscape of the Leasehold, shall cultivate and utilize the Leasehold consistent with this responsibility and shall cooperate with the Land Trust to develop, implement, and amend from time to time as needed a land management plan for the Forest Row Site of which the Leasehold is a part. That management plan, that may be developed with mutually agreeable land use consultants, shall set forth the natural characteristics of the land, pertinent ecological principles, and sound management practices to be followed. Lessee shall use the Leasehold premises pursuant to that plan and in an ecologically sound manner, maintaining the purity of water and air resources, the productivity of the soil, and the integrity of the landscape, and disposing of any wastes in a safe and sanitary manner.

3.7 Lessee hereby agrees to comply with and implement any water conservation programs established by the Land Trust and specifically agrees to use those water conservation devices within lessee's dwelling unit that are or may be required from time to time to meet gallonage requirements of the community's waste treatment facilities, whether imposed by governmental authority or otherwise reasonably required by the needs of the community.

3.8 Lessee shall share equally, with other lessees of the Forest Row Site, in the maintenance of fences, roads and any other facilities leased, constructed and used by them in common.

3.9 Lessee shall use the Leasehold premises in a socially responsible manner, causing no harm and creating no nuisance to neighbors. Lessee takes responsibility for the use of the Leasehold premises by members of his/her family, employees, renters, friends or visitors, and shall make them aware of the Forest Row Land Use Plan governing the use of the entire 21 acres of the Forest Row Site.

3.10 The lessee agrees to secure written consent from the Land Trust for any uses of the Leasehold or improvements thereon which are not consistent with the terms of this lease, or about which there may be reasonable doubt as to their consistency with the terms of this lease. Should the lessee engage in a use of the Leasehold that the Land Trust judges requires written consent, the Land Trust shall notify the lessee in writing of the necessity of securing consent. On notice, the lessee shall forthwith cease

and desist from such use until such consent has been secured, and shall return the Leasehold property to its previous condition if consent is not thereafter granted by the Land Trust. Any such request for consent to a particular use of or waiver of any restriction of the lease shall be either granted or refused by the Land Trust within thirty days after receipt thereof, and if not granted within said 30 days shall be deemed denied. Should a change in circumstances occur which in the sole judgment of the Land Trust so justifies, the lessee may receive in unusual situations consent for a use that is clearly not consistent with the terms of this lease, providing further that no use of the Leasehold shall be inconsistent with or in violation of the Great Barrington by-laws.

#### **4. Lease Fee Assessment**

A lease fee to the Land Trust from the lessee shall be paid monthly, or upon billing by the Land Trust, whichever monthly lease fee payment shall be calculated in a separate document drawn between the Land Trust and lessee but in all cases that fee shall contain the following:

a. An assessment for the lessee's portion of town taxes, both taxes on buildings and improvements owned by the lessee and a portion of taxes on the land.

b. An assessment for lessee's share of costs incurred by the Land Trust in managing the land, common improvements, and lease agreements of the Forest Row Site. This shall include, but not be limited to, maintenance and upkeep on commonly used driveways, commonly established sewage and water facilities, commonly used play areas and garden and recreation areas, and other physical management responsibilities of the Land Trust as specified in the management plans prepared by the Land Trust in cooperation with lessees of any portion of the Forest Row Site. It shall also include a fee for organizational expenses involved with the Land Trust's meeting its responsibilities to oversee the that the terms of the lease are met. This organizational expenses fee shall show as a "management" expense item under the "Forest Row Management Budget" and shall be \$20 per month per leasehold with the right of increase as follows: it is agreed that the rate of increase of the "management" line item in the "Management Budget for Forest Row" shall not exceed the rate of increase of the Federal Consumer Price Index, with the date of December 31, 2001 being the base-line date for such computations

c. Land Use Fee -- The Land Use Fee is the estimated value for land rent in fair market rental rates for year round apartment and house rentals in the Southern Berkshire area. This portion of the Lease Fee shall be \$60 per month for a single family dwelling site, \$45 per month per unit on a duplex residential site and \$30 per month per unit on a quadruplex residential site. This portion of the lease fee may be reassessed by the Land Trust periodically in view of inflation and changes in fair market rentals for year round residents in the region. It is agreed that the rate of increase of the Land Use Fee shall not exceed the rate of increase of the Federal

Consumer Price Index, with the date of December 31, 2000 being the base-line date for such computations.

d. Community Land Trust Educational Fee: In addition to the actual costs connected with site management and the land use fee, the lessee shall pay an additional fee of five dollars per month to the Land Trust to cover the educational work of the Land Trust in its effort to serve more South County residents. This portion of the Lease Fee Assessment shall not vary through time.

## **5. Payment of Development and Improvement Costs**

The costs of development and improvement of the leasehold subsequent to the date of this lease agreement shall be incurred and borne solely by the lessee, unless otherwise provided, in a manner consistent with the terms of this lease.

## **6. Improvements: Ownership, Transfer and Encumbrances**

6.1 The lessee shall own all buildings and improvements made to or on the Leasehold premises by him/her, at his/her expense or on his/her behalf, upon the conditions hereinafter provided. The lessee shall bear full responsibility for any taxes due on buildings and improvements.

6.2 The lessee shall notify the lessor, in writing, of his/her intention to undertake any major construction or improvement upon or to the Leasehold premises. Such notice shall include a plan describing fully the proposed construction or improvement and its potential impact on the Leasehold premises and the surrounding environment, and shall be given at least 60 days before construction or improvement is to begin.

6.3 The lessee has the right physically to sever and remove any of his/her buildings or improvements at any time, provided such removal does no substantial harm to the Leasehold premises in the process and, should harm or damage be caused, it will be rectified, corrected or repaired to substantially the same condition as prior to such harm, and provided the lessee is current in any payment owed by them to the Land Trust.

6.4 The lessee shall have the right to mortgage to a "permitted mortgagee" (defined in Clause 6 of the addendum hereto), pledge, sell or transfer (hereinafter referred to as "transfer") his/her title to any buildings and improvements made to or on the Leasehold, provided he/she is current in all assessments due to the Land Trust. If in arrears to the Land Trust, the lessee shall secure written consent from the Land Trust prior to any such transfer. Such a transfer shall be conditional by its express written terms upon physical severance within two months thereof of such buildings and improvements that are severable without substantial damage to the Leasehold property unless transfer without severance is undertaken pursuant to the paragraph

below. The lessee is under obligation seasonably to inform all prospective transferees and creditors of this provision. If physical severance pursuant hereto shall not occur within two months of such transfer, the transfer shall become null and void as of that date. Lessee is entitled to mortgage his/her interest in building and improvements and to grant to such mortgage all of lessee's rights in and to the Leasehold estate of the lessee: such entitlement of the lessee shall include the right to sell, transfer or otherwise dispose of lessee's interests to such mortgage in lieu of foreclosure; such transfer shall be subject to lessor's right of first refusal as provided herein.

6.5 Such transfer need not be conditioned on physical severance of improvements under the following conditions:

A. First Option. The lessor shall retain a first option to purchase all buildings and improvements at their local replacement cost less deterioration, obsolescence and damage. The lessee shall inform the lessor in writing of his/her intention to sell improvements without severance and shall state the terms and conditions of sale. Within 60 days of notification by lessee, the lessor shall accept the offer, make a counter offer or release the option. The lessee shall accept an offer from the Land Trust that equals the local replacement costs of improvements less depreciation, obsolescence and damage. For the purposes of determining this value the lessee shall appoint an appraiser with at least five years of experience as a contractor, realtor or insurance agent. Within two weeks, the lessor will appoint 2 more appraisers from each of the two other remaining fields with at least five years experience in the field. These three appraisers shall be instructed to prepare a written appraisal of the local replacement costs less deterioration, obsolescence and damage of the improvements for sale. The appraisers shall be instructed not to include the site value in their appraisal, but rather the value of the improvements independent of the site, and shall be instructed to return their written appraisals to the Land Trust within 30 days. The cost of the appraisals shall be borne by the seller and may be added to the sales cost. The average of the three appraisals shall constitute the adjusted sale value. In the event of default by lessee in his/her mortgage, the rights of the parties, notwithstanding anything to the contrary herein, shall be controlled by Clause 3 of the addendum hereto.

B. Should the lessor fail to exercise its option or fail to offer the adjusted sale value as determined above, the lessee may find a buyer and the lessor shall negotiate a lease with the potential buyer if that can reasonably be done, consistent with the spirit of this lease. If the buyer offers the lessee a price above the adjusted price as determined in 6.5A above, the lessee, after obtaining written agreement from the Land Trust may sell the buildings and improvements at the offered price with the difference between the adjusted value and the sale price returning to the Land Trust at the time of sale.

C. If the transfer is a mortgage, pledge, or other transaction made for security purposes only, such transfer need not be conditioned on physical severance if the

documents evidencing the transfer meet the requirements of a permitted mortgage as set forth in Section 6 of the Addendum attached.

D. If the transfer is a gift, such transfer need not be conditioned on physical severance if the transfer is by its express written terms conditioned upon the successful negotiation and execution of a new Lease Agreement between the Land Trust and the transferee.

6.6 In the event this lease shall terminate, the lessee (or his/her heirs, unless they shall lease these premises, as provided hereinafter) shall have the responsibility to sever or to sell or to otherwise transfer ownership of and title to any buildings or improvements. The lessee shall notify the Land Trust of his/her/their intent with regard to this responsibility within 30 days following termination, and:

A. The lessor shall have the right to purchase all buildings and improvements at their local replacement costs less deterioration, obsolescence and damage in a manner consistent with 6.5A above.

B. Should the lessor fail to exercise its purchase option, the lessor may, nevertheless, place the buildings and improvements up for sale, consistent with the provisions of 6.5B above.

C. If no acceptable buyer is found within 270 days of the termination of this lease, the lessor shall have the right to assume ownership of and title to all buildings and improvements. In such an event, the lessor shall sell the buildings and improvements and shall convey to the lessee the proceeds from such sale, up the amount of the equity accrued by the lessee as determined in 6.5A above, minus the costs of the sale, the amount of land taxes owed since termination and any debts owed by the lessee to the lessor.

## **7. Inspection**

The Land Trust, its grantors, or its assigns shall have the right to inspect the Leasehold and the lessee's use of them at any reasonable time and in any reasonable manner.

## **8. Liabilities and Responsibilities**

8.1 From the date of this lease agreement, the lessee shall assume sole responsibility and liability to any and all persons and authorities related to the possession, occupancy and use of the Leasehold, including all improvements thereon. See addendum for additional provisions regarding liability and hazard insurance.

8.2 The lessee shall pay all service bills, utilities charges, taxes or other governmental assessments charged against the Leasehold.



8.3 The lessee shall safeguard the Leasehold against damage, waste or trespass and shall hold harmless the lessor from any liability or loss thus incurred.

8.4 In the event the lessor shall be required to pay any sum whatsoever in behalf of the lessee's responsibility or liability, the lessee shall reimburse the lessor for any sums thus paid, and reasonable expenses caused thereby.

## **9. Compensation**

9.1 In the event of condemnation by the Town, State, Federal Government, or other authorities all compensation and damages with respect to the land, appraised as if free of their lease and entirety unencumbered, shall be payable to the Land Trust, its successor or assigns. Any compensation for loss of buildings or improvements owned by the lessee, as provided in Section 6 above, shall be paid to the lessee, up to the full amount of the assigned value (replacement cost less depreciation, obsolescence, and damage), and any balance above such value shall be retained by the Land Trust.

9.2 If the lessee violates any term or condition of this Lease Agreement, the lessee shall hold harmless the Land Trust for any damage, expense, or loss incurred in connection with such violation, and any subsequent termination of this Lease Agreement as provided for in paragraph 10, below.

9.3 In the event that title to the Leasehold premises shall have been lost by condemnation, forced sale or eminent domain, the Land Trust shall make reasonable efforts to apply whatever portion of the compensation is necessary to the purchase of suitable new lands and shall grant a similar leasehold interest in the new lands.

## **10. Termination**

10.1 The lessee may terminate this lease at any time and for any reason, provided he/she give the lessor at least 90 days notice, in writing of his/her indication to terminate. Lessee may not terminate so long as he/she has an outstanding mortgage against the premises or Leasehold interest, which mortgage is with an institutional lender, or other mortgage approved by lessor.

10.2 The Land Trust may terminate this lease, at its discretion, in the event the lessee shall have:

A. Violated any of the provisions or conditions of this lease, including expressly sections 3, 5, 6, 8, and 15.

B. Abused the Leasehold premises by using them in any manner seriously detrimental to the land itself, the surrounding community or the inherent interests of future leaseholders that may not be included in sections 3, 5, 6, 8 and 15 of the lease.

C. Failed to pay the lease fee or other costs assessed by the Land Trust (or failed to request and receive a reduction or waiver of the fees from the Land Trust) within 30 days of notification that it is overdue.

D. Failed to occupy the Leasehold premises for at least six months of each year, unless otherwise agreed by the lessor. (The lessor shall make reasonable arrangements with the lessee for necessary absences, provided the lessee has guaranteed a firm intention to return to the Leasehold premises.)

E. Failed to comply with any ruling or judgment made through the process of arbitration of disputes or grievances hereinafter provided.

F. The lessor shall not terminate the lease without first giving to the lessee a 30 day notice, citing the cause of termination, and an opportunity to correct the default (or, if correction cannot reasonably be completed within 30 days, to begin and then continue promptly to complete such correction). The lessee may request arbitration (as provided in Section 14 following) of any issues relating to the cause of termination at any time within the 30 day period before termination occurs.

10.3. In event of such termination by lessor, no such termination shall be effectuated until lessee's mortgage is satisfied, which may be accomplished by lessor paying same. Notwithstanding any of the provisions of the within section 10 (termination), the provisions of addendum clause 6.C. shall be deemed controlling in the event of any conflicting interpretation of the said respective clauses.

10.4 If and when his lease shall be terminated, the lessee shall leave the Leasehold peacefully and quietly within 30 days, without damaging or defacing the Leasehold or improvements thereon in any way. During this time, all provisions of this lease agreement shall remain in effect. Notwithstanding the above the procedures described in Clause 6.6 relative to the transfer of improvements on a leasehold at the termination of a lease shall remain in effect.

## **11. Continuation of Lease on Death of Lessee**

Upon the death of the last surviving lessee, the lessor shall agree, upon request of an executor of the estate of the lessee, to continue this Lease by assigning it on the same terms to one or more of the following:

- A. Heir(s) or beneficiary(s) of the lessee.
- B. The spouse of the lessee; or
- C. The child or children of the lessee; or

D. Member(s) of the lessee's household or residential group who have resided upon the Leasehold for at least one year.

## **12. Lessee Responsibility Upon Divided Household**

In the event of a divided household in which one or more of the lessees of this lease has failed to occupy the Leasehold for at least six months of a twelve-month period, and in the event that no party to the lease has requested a termination of the lease, then full authority and responsibility as lessee shall automatically devolve upon the remaining resident lessee or resident lessees, including the right to transfer all improvements on the Leasehold owned by the lessee under the provisions of Section 6 of the lease and including full responsibility for all fees due the Land Trust under the provisions of this lease. This provision shall not apply to issues of ownership of improvements amongst multiple lessees, but only to issues of management of assets and rights amongst multiple lessees in the event of a divided household. The purpose of the provision is to ensure the principle of the Land Trust that accountability for use of a Leasehold remain with the resident users of a Leasehold. In the event a mortgage is outstanding under which such lessees are joint obligors, the foregoing clause shall not impair or limit their obligation to such mortgagee.

## **13. Conveyance of Title by Land Trust**

In the event that the Leasehold should be conveyed by the Land Trust to another entity having similar purposes, this lease shall remain binding and unaffected except by the said change in identity. Any other conveyance of the Leasehold property (unless by condemnation in paragraph 9 above) shall be in accordance with the provisions of the by-laws of the Land Trust regarding the sale of the land, and shall require the written consent of the lessee.

## **14. Arbitration**

14.1 Should any disputes or grievances arise between parties to this lease, concerning their respective rights and duties under the terms of the lease which cannot be resolved in normal interaction, the following arbitration procedure shall be used: Either party may, by written notice to the other, appoint one arbitrator. Within ten days after such notification, the other party shall, by written notice to the former, appoint a second arbitrator (and in default of such appointment, the first arbitrator shall be the sole arbitrator). These first two arbitrators shall appoint a third arbitrator within ten days. Any and all of the arbitrators so chosen shall be persons with at least five years of significant experience in Community Land Trust activities or work or shall be professional arbitrators. The sole arbitrator or three arbitrators (as the case may be) shall constitute the arbitration panel.

14.2 The arbitrator(s) shall meet and give each party an opportunity to present their case and evidence and witnesses, if any, in the presence of the other. As soon as possible after the hearing(s), the arbitration panel shall make a written report of its finding and decisions (by majority vote), including a personal statement by each arbitrator of his/her vote and reasons for it. Arbitration should begin, if possible, within 30 days of the appointment of the arbitration panel, and judgment should be rendered within 30 days of that date.

14.3 The parties to this lease shall share equally the cost of arbitration unless such costs are provided for differently by the arbitration panel.

14.4 The decisions and awards of the arbitration panel shall be binding, and judgment may be entered thereon in any court having jurisdiction.

## **15. Miscellaneous Provisions**

15.1 Rights to civil liberties, privacy and quiet enjoyment: the lessor may not interfere with the personal lives, associations, expressions or actions of the lessees, except insofar as they involve the terms and conditions of this lease. The lessor hereby expressly recognizes the rights of lessees under this lease to the quiet enjoyment of their leaseholds, to their right of privacy therein, and to their rights to be guaranteed from infringement on their basic civil liberties (including due process rights of notice and to a hearing on violations) which rights lessor solemnly undertakes shall not be unreasonably abridged under the guise of enforcement of the terms of this lease, or by any other means.

15.2 Whenever this lease shall require that either party gives notice to, or be advised by, the other, that notice shall be given in writing mailed, by registered or certified mail, return receipt requested, to the last known address of the party to be notified, and such written notice shall also be delivered in person, if possible. Notice shall be deemed given on the date on which it is delivered or mailed.

15.3 Whenever either party to this lease asks for the consent of the other in accordance with the provisions of this lease, that consent must be given or refused, within 30 days, if that is reasonably possible, unless otherwise provided. If a well-informed judgment requires a longer period, all reasonable steps must be taken to begin that process within 30 days of the request, and continue it promptly to completion.

15.4 The failure of the lessor to insist, in any one or more instances, upon a strict performance of any of the covenants or conditions of this lease, or to exercise any right or option herein contained, shall not be construed as a waiver of the option to do so, but such covenants, rights and options shall continue in full force and effect. No waiver of any one covenant, right or option shall be deemed a waiver of any other.

15.5 The receipt of the lessor of any lease fee payment, with the knowledge of the lessee's breach of any covenant hereof, shall not be deemed a waiver of the lessor's remedies for such breach.

15.6 Both parties agree to submit any disputes concerning their respective rights and duties under the terms of this lease to arbitration (as provided in Section 14 above) before any legal action is taken.

15.7 If any clause or provision of this lease shall be adjudged invalid, such fact shall not affect the validity of any other clause or provision, or give rise to any cause of action in favor of either party as against the other.

15.8 The lessor shall have the right, but shall be under no duty, to prosecute or defend, in its own or the lessees names, any actions or proceedings appropriate or necessary for the protection of the title to, possession of, or any other interest in the Leasehold.

15.9 The lessee shall maintain membership in good standing in the Community Land Trust in the Southern Berkshires, as provided in the Articles of Incorporation and the By-Laws of that corporation.

15.10 This agreement sets forth the entire agreement between the parties hereto; it is binding upon and inures to the benefit of the parties hereto and, in accordance with the provisions hereof, their respective successors in interest. This agreement may be altered or amended only by a writing executed by the parties hereto or their legal representatives or, in accordance with the provisions hereof, their successors and interest.

15.11 Lessee agrees, as a requirement of this lease, to execute and be a party to (1) The Forest Row Association Agreement, and (2) (as to lessees of multiple units) The Multiple Unit Agreement, which lessee acknowledges receiving, reviewing and executing, prior to or contemporaneously with this lease.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_\_.

LESSEE

\_\_\_\_\_

COMMUNITY LAND TRUST IN THE SOUTHERN BERKSHIRES, INC.

By: \_\_\_\_\_  
its President

By: \_\_\_\_\_  
its Treasurer