

**NORTHEAST, INC.**  
**RECREATIONAL POSTING LEASE -**  
 “ Tract, \_\_\_\_\_ Road, Town of \_\_\_\_\_, NY

AGREEMENT MADE AND ENTERED INTO by and between **NORTHEAST INC.**, a corporation organized and existing pursuant to the laws of the Commonwealth of Pennsylvania authorized to conduct business within the State of New York and doing business in the State of New York under the fictitious name of Northeast of Allegany by Harold H. Wolfinger, Jr. its Attorney in Fact under instrument recorded in Liber 991 of Deeds at Page 94, Drawer 32, Coudersport, Pennsylvania 16915 (hereinafter referred to as LESSOR) and

with an address of \_\_\_\_\_ and also known as  
**HUNT CLUB** (hereinafter referred to as LESSEE).

### 1. DEFINITIONS

As used herein the following terms shall have the following meanings:

- a. “LESSEE” shall include the Lessee, its agents, employees, invitees, guests, family and contractors.
- b. “LESSOR” shall include NORTHEAST INC., its officers and employees and contractors and agents.
- c. “LAND” shall mean the area of land specifically described in Paragraph 2 of this Lease Agreement.

### 2. LEASE TO USE AND OCCUPY LAND FOR RECREATIONAL PURPOSES

The LESSOR hereby leases exclusive rights to enter upon the Land for the purpose of hunting, fishing, trapping and engaging in other outdoor recreation on the Land, but for no other purpose. LESSEE will not engage in any commercial activities on the Land, will not conduct or allow any illegal activities, and will not engage in any use of the Land not specified herein. The lease includes approximately \_\_\_\_\_ acres of land located in the Town of \_\_\_\_\_, \_\_\_\_\_ County, New York identified as tax map numbers # \_\_\_\_\_, # \_\_\_\_\_, and # \_\_\_\_\_.

A map describing the location of the land is attached hereto.

### 3. TERM OF LEASE

This Lease Agreement is commencing \_\_\_\_\_ and ending June 30, 2002 \_\_\_\_\_. This lease shall renew from year to year thereafter unless cancelled by either party as set forth in paragraph 5 hereof.

### 4. RENTAL CHARGES AND FEES

LESSEE shall pay to the LESSOR the annual rental of \$ \_\_\_\_\_ upon execution of this Lease Agreement. Rental charges will be reviewed annually by the LESSOR.

### 5. TERMINATION

LESSOR may terminate this Lease at any time upon breach by the LESSEE of any covenant, agreement, term or condition contained herein or directly or indirectly related hereto. Upon termination for cause, LESSEE forfeits the right to any refund whatsoever of the rental paid.

This Lease may be terminated by the LESSOR or LESSEE at any time upon thirty (30) days prior written notice. If the

LESSOR terminates the Lease under this subparagraph, LESSOR shall pay LESSEE a *pro rata* refund of prepaid rental.

## **6. TRANSFERS AND ASSIGNMENTS**

LESSEE shall not transfer, assign or otherwise encumber this Lease Agreement or any rights arising hereunder without the written consent of LESSOR. Upon written approval of assignment by LESSOR, LESSEE will be required to pay an administrative processing fee of twenty percent (20%) of the annual rental. The LESSOR may transfer or assign this Lease Agreement at any time for any reason.

## **7. STRUCTURES**

LESSEE shall not construct or establish any buildings or structures on the Land. LESSEE is not responsible for tree stands located upon the property at the inception of this lease and shall remove them or make them unusable, unless it is infeasible to do so. LESSEE shall not erect permanent tree stands. Temporary, portable tree stands shall be allowed provided the erection, use or removal of same does not cause any damage to the trees. Any unauthorized buildings or structures shall be removed at Lessee's expense. The foregoing notwithstanding, the LESSEE may place the following temporary items on the property leased: A lean-to, wood decking for tents and/or a picnic area, mobile campers, and tent campers; the LESSEE is responsible for compliance with laws applicable to such installations, shall reimburse the LESSOR for additional taxes arising therefrom, and shall remove them from the premises no later than the expiration of the term of the lease restoring any area disturbed to its natural condition as far as practical.

## **8. ROAD MAINTENANCE**

The LESSEE understands that the roads on the Land exist primarily for logging, timber and resource management purposes. The LESSOR is not responsible for maintaining the roads and does not guarantee the roads will be in passable or safe condition.

## **9. EASEMENTS PROTECTED**

LESSEE shall conduct its operations on the leased premises in such a manner as not to interfere with, interrupt, damage or destroy any gas transmission lines, well lines or other facilities located on the leased premises belonging to the LESSOR or others, or any other easements or rights-of-way which LESSOR or other persons may have or which hereafter may obtain through or across the leased premises.

## **10. LESSOR'S RESERVED RIGHTS**

The LESSOR reserves all rights to use and enjoy the land, except for the purposes set forth in paragraph 2. The lease granted pursuant to this Lease Agreement shall not in any way affect the right of the LESSOR, its agents, employees or assignees to enter upon and use the Land at any and all times, for any other purpose including, but not limited to, forestry, land management, timber harvesting, agriculture, road construction, pipeline and well maintenance and the like.

## **11. LESSEE'S RIGHT TO USE THE LAND**

The Land may be legally posted by the LESSEE in the LESSEE'S name as it appears on Page One of this Lease.

## **12. CUTTING PROHIBITED**

LESSEE shall not cut, use or remove any timber, trees, wood or other forest products on the Land for heating purposes on the leased property and shall take all reasonable precautions to prevent unauthorized persons from doing so except that LESSEE may use dead wood without value as timber (e.g. tree tops clearly abandoned after a timber cutting) for fuel or heating purposes on the leased property.

### **13. FIRE PROTECTION**

LESSEE shall use precaution to protect the buildings and/or improvements, timber, trees, wood and other forest products, on the Land from fire. LESSEE shall use reasonable effort to extinguish any fire which occurs on the Land. In the event of a fire on the Land, LESSEE shall notify the LESSOR and appropriate public authorities as soon as possible. LESSEE shall be liable to the LESSOR for any damages incurred by the LESSOR as a result of any fire caused by LESSEE'S negligence.

### **14. COMPLIANCE WITH LAWS**

LESSEE shall comply with all applicable laws, regulations and ordinances regulating the use of the Land.

### **15. RESTRICTED USE OF LAND AND ADJOINING LAND**

LESSEE shall not interfere with logging or other forestry operations on the Land by, for example, blocking roads with vehicles or causing damage to roads by driving over them during adverse climactic conditions. LESSEE shall not interfere or meddle with any of the LESSOR'S property, including, but not limited to, pulpwood, sawlogs, logging equipment, dams, boats, tools or vehicles.

LESSEE shall be liable for all damage caused by LESSEE to the Land, roads, the LESSOR'S property and its operations. LESSEE shall reimburse the LESSOR for the costs and losses associated with any such damage or interference.

LESSEE shall not install a cable or chain across any road, trail or elsewhere on the Land. LESSEE may construct a gate provided the gate is constructed to LESSOR'S specifications. LESSEE agrees to provide LESSOR with the combination or key to all locked gates.

The LESSEE agrees that no nails, spikes or metal objects will be driven into any trees or timber on the premises for any purpose whatsoever. LESSEE may use dead and low quality trees for posting purposes provided that aluminum nails or small wire staples are used ( .030-.050 wire such as Bostitch and Arrow brands).

### **16. LIABILITY AND INDEMNITY**

LESSEE agrees to defend, indemnify and hold harmless the LESSOR, its officers, agents and employees, from all damages, including attorneys' fees, arising out of the actions of the LESSEE or the presence of anyone upon the property because of this lease. This indemnity shall not cover occurrences arising out of the sole negligence of LESSOR and of its officers, agents and employees.

### **17. NOTICES AND PAYMENT**

Any notice required to be given hereunder shall be either mailed, certified mail return receipt requested, or personally delivered to the LESSEE or the LESSOR at their respective addresses listed on Page 1 of this Lease Agreement. Notice shall be deemed given on the day it is received. Payment of fees shall be made by check to the order of NORTHEAST, INC. and shall be delivered to or mailed by regular first class mail to the LESSOR'S address set forth on Page 1 of this Lease Agreement or as provided on the billing invoice.

**18. INSURANCE**

The LESSEE'S "*Homeowner's Insurance*" policy shall name the LESSOR as an "*additional insured*" for the purpose of coverage and not for the purpose of the payment of the premium. The LESSEE warrants that all motor vehicles owned, leased and used by the LESSEE, his guest, members, agents and employees on the leased premises will be covered by liability insurance.

**19. ENTIRE AGREEMENT**

This Lease Agreement supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof. Any modification or addition to this Lease Agreement shall be in writing and duly executed by the parties hereto.

**20. MISCELLANEOUS**

All of the above respective covenants, obligations, representations, warranties and indemnities of the parties hereto shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto and shall continue in full force and effect for the duration of this Lease Agreement and, where applicable, shall survive the termination of this Lease Agreement.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ with the intent to be legally bound.

**LESSOR**

**NORTHEAST, INC.**

\_\_\_\_\_  
**Harold H. Wolfinger, Jr., Attorney-in-Fact**

**WITNESS:**

**LESSEE**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_