

BRIDGE LEASE

This BRIDGE LEASE is entered into this ____ day of _____, 2011, by and between the Town of Essex, a municipal corporation within the County of Essex, Commonwealth of Massachusetts, acting by and through its Conomo Point Commissioners, hereinafter call the Lessor or Town, and [First Name Last Name] with a mailing address of [address] hereinafter called the Lessee or Tenant.

RECITALS

WHEREAS, the Town of Essex is the owner of property commonly known as “Conomo Point”, which the Town has leased to private individuals for residential dwelling purposes;

WHEREAS, the Town may desire to sell or enter into a future long-term lease for the portion of said property subject to this Bridge Lease, but such sale or new long-term lease is contingent upon the happening of a number of events beyond the control of the Town or the Lessee;

WHEREAS, the Lessee may be willing to purchase or enter into a new long-term lease for the portion of the property subject to this Bridge Lease if offered the opportunity to do so;

WHEREAS, the parties recognize that the process leading to sale or new long-term lease can be lengthy and the parties further recognize that, given the Lessee’s intent to purchase or enter into a new long-term lease for the property, it will be beneficial to the Lessor, the Lessee and the general public if the parties execute a short-term “Bridge Lease” to allow occupancy of the Premises until a final disposition can be achieved;

NOW THEREFORE, the parties enter into this short-term lease, which shall be referred to as the “Bridge Lease” to establish the terms of the Lessee’s use and occupancy of the Town’s property until such time as it is sold or long-term leased or a final decision is made not to sell or long-term lease the Town’s property.

TERMS

ARTICLE I: PARTIES

1. The Town of Essex, acting by and through the Conomo Point Commissioners, with a business address of 30 Martin Street, Essex, MA, 01929 is the LESSOR.
2. [NAMES], is/are the LESSEE.

ARTICLE II: DESCRIPTION OF THE PREMISES

1. The PREMISES shall consist of a certain lot of land situated in the Town of Essex at Conomo Point (including Robbins Island) so-called, said lot being identified now or formerly as **Map X, Lot X** on the Town of Essex Assessors' Maps accepted by the Town and filed in the Town Hall of the Town of Essex as said plans have been or may be modified by the Board of Selectmen acting in its capacity as the Conomo Point Commissioners.
2. For purposes of this Bridge Lease only, the term "Premises" shall include all buildings, structures and improvements located on the land described above that are in existence on the date of execution of this Bridge Lease and that may thereafter be added in accordance with the terms hereof. The parties acknowledge that there is a disagreement as to who owns the buildings, structures and improvements existing prior to execution of this Bridge Lease, and that by entering into this Bridge Lease, neither Lessor nor Lessee acknowledges the other's claim of ownership of such pre-existing buildings, structures and improvements, and both parties expressly reserve whatever rights they may have to claim ownership of such buildings, structures and improvements upon termination or expiration of this Bridge Lease, and the parties further acknowledge that nothing in this Bridge Lease shall enhance or detract from either party's claim of ownership of such-existing buildings, structures and improvements.
3. The Lessee is familiar with the condition of the Premises, and acknowledges that it has inspected the Premises and is fully satisfied with the physical condition thereof and agrees to accept possession of the Premises under this Bridge Lease in its "as is" condition.

ARTICLE III: TERM

1. The TERM of this Bridge Lease is for one (1) year, unless terminated sooner as provided herein, commencing on January 1, 2012 and ending on December 31, 2012.
2. This Bridge Lease may be extended, at the Town's sole option, by a majority vote of the Conomo Point Commissioners, for such additional period as is necessary to carry out the purposes of this Bridge Lease, as long as the total length of the Bridge Lease, including any extensions, is five (5) years or less.
3. At least ninety (90) days prior to the expiration of each Bridge Lease Term, the Conomo Point Commissioners shall notify Lessee, in writing, of its decision as to whether or not to offer to extend this Bridge Lease for another term. Said notice shall include the adjusted rent figure as set forth in Article IV hereof. If said notice is not sent within the time frame specified herein, the Commissioners shall be deemed to have decided not to offer an extension.
4. If the Town's offer of extension, if any, is accepted by Lessee, the substantive terms of any such extension shall be set forth in a written instrument signed by both parties at least thirty (30) days prior to the expiration of the Bridge Lease Term. If the parties do not agree upon an extension of this Bridge Lease, by the dates specified herein, Lessee agrees to surrender the Lessor's property at the end of the Bridge Lease Term in accordance with Article XIII hereof.

ARTICLE IV: RENT AND TAXES

1. Lessee shall pay to the Lessor rent in the amount of **[2.25% of the land-only property value]** for the initial one-year (1) term of this Bridge Lease.
2. The amount of rent for the first, one-year (1) extension hereof, if offered, shall be **[3% of the land-only property value]**, and the amount of rent for the second, one-year (1) extension hereof, if offered, shall be **[3.75% of the land-only property value]**. The amount of rent for any subsequent Terms, if offered, shall be increased at the sole discretion of the Conomo Point Commissioners. **[NOTE: in the aggregate, lease revenue for the entire Point amounts to \$622,740 in year one, \$829,920 in year two, and \$1,037,430 in year three]**
3. Lessee covenants and agrees to pay Lessor, without notice or demand therefore, said rent in four (4) equal installments. Each installment must be received by Clerk of the Conomo Point Commissioners by the following dates of each Term year: March 1, June 1, September 1 and December 1. If Lessee fails to make its rent payment when due, Lessee agrees to pay interest at a rate of two (2) percent per month assessed against the amount of the rent.
4. If the Lessee is sixty-five (65) years of age or older, is not a dependent of another, and occupies the Premises as his/her principal residence, on a year-round basis, the Lessee may be entitled to a reduction in rent equal to the amount by which the rent exceeds ten percent of the Lessee's total income, but the reduction shall not exceed seven hundred fifty dollars (\$750). Said rent reduction shall only be available if all persons identified as Lessee in Article I of this Bridge Lease meet all the criteria set forth in Massachusetts General Laws, Chapter 62, Section 6(k). Lessee may apply for such reduction, by making a writing request to the Conomo Point Commissioners, at least thirty days before the due date of the first rent installment. Said written request shall include a certification under the pains and penalties of perjury and documentation showing that all of the requirements of the aforementioned statute have been met. Said reduction shall be extinguished and the full amount of rent will be restored if the authorized Lessee ceases occupancy of the Premises as his/her principal residence and this provision is non-transferrable in the event of assignment or subletting. **[THIS SECTION NOT IN SEASONAL-ONLY LEASE]**
5. Lessor and Lessee acknowledge and agree that this is an absolute triple net lease, and Lessee shall have the sole responsibility with regard to maintaining the Premises. All payments of rent shall be absolutely net to Lessor so that this Bridge Lease shall yield to Lessor the rent herein specified during the Term of this Bridge Lease free of any taxes, assessments, charges, impositions or deductions of any kind charged, assessed or imposed on or against the Premises. Lessor shall not be expected or required to pay any such charge, assessment or imposition, or furnish any services to the Premises or be under any obligation or liability hereunder except as herein expressly set forth. All costs, expenses and obligations of any kind relating to the maintenance of the Premises, including without limitation, all alterations, repairs, restoration, reconstruction and replacements as hereinafter provided, which may arise or become due during the Term hereof, shall be paid by Lessee at Lessee's sole cost and expense.

6. Lessee agrees to pay all taxes assessed upon the Premises during the Term of this Bridge Lease at 100% of the assessed value of the Premises.

ARTICLE V: OPTION TO PURCHASE OR LONG-TERM LEASE

1. During the Term of this Bridge Lease, or any extensions hereof, the Lessee may be offered an option to purchase or long-term lease the Town's rights to the Premises. The ability of the Conomo Point Commissioners to offer this option is contingent upon the happening of a number of events beyond the control of the parties, including but not limited to the Essex Town Meeting authorization of a sale or long-term lease of the Premises, passage of an amendment to Chapter 17 of the Acts of 2011 or a new special act of the Legislature authorizing the Town to sell or long-term lease the Premises without having to comply with Chapter 30B of the Massachusetts General Laws, as well as the adoption of a Bylaw by the Essex Town Meeting establishing a procurement procedure for such sale or long-term lease. This Article shall be null and void should any of these contingencies or any other prerequisites to such a transaction fail.

2. If the contingencies set forth in paragraph 1 above are realized, at some point during the Term of this Bridge Lease or any extensions hereof, the Conomo Point Commissioners, in their judgment and discretion and acting in the best interests of the Town may, but need not, provide the Lessee with a written option to purchase or long-term lease the Town's rights to the Premises, prior to said rights being offered for sale or long-term lease to the general public. Said option, if any, shall be upon such terms and conditions as the Conomo Point Commissioners deem in the best interests of the Town, including the term of the said "long-term" lease. It is expressly acknowledged by the Lessee that this Article conveys no rights upon the Lessee and that the decision as to whether or not to offer an option to purchase or long-term lease is solely within the judgment and discretion of the Conomo Point Commissioners, who can decide, without any cause, not to offer the Premises for sale or long-term lease and/or not to offer the Lessee the option described herein.

3. Within sixty (60) days of receipt of a written option to purchase or long-term lease, if any, Lessee may accept the Town's offer, in writing and said acceptance shall be accompanied by a certified, bank or cashiers check in the amount of \$5,000. Said sum shall be a deposit towards the purchase price or rent of the Town's property upon termination or expiration of this Bridge Lease and is non-refundable. If said written acceptance and deposit are not received by the Conomo Point Commissioners within the time frame set forth herein, the option shall be deemed rejected and the Lessor can terminate this Bridge Lease in accordance with Article XII hereof.

4. The provisions of this Article shall not survive expiration or termination of this Bridge Lease.

ARTICLE VI: USE OF THE PREMISES

1. Lessee acknowledges and covenants that the Premises shall be used exclusively for residential purposes, except that Home Occupations shall be permitted subject to the following conditions: (a) no more than one (1) employee who does not reside in the building or structure; (b) no more

than one (1) commercial vehicle shall be parked on or in front of the property; and (c) no external display or sale of goods shall be permitted.

2. The Premises may be occupied on a year-round basis, provided that the Lessee shall ensure that the Premises are supplied with a potable source of water during the portion of the year that the Town does not provide public water supply and provided further that the Lessee has or obtains a written certification from the Town of Essex Board of Health that the Premises comply with the laws, regulations and standards governing dwellings for human habitation in the Town of Essex. The authority to use the Premises on a year-round basis is granted to the undersigned Lessee(s) only and such year-round privilege is non-transferable under any circumstance, including the death of the undersigned Lessee(s). Such year-round privilege shall be extinguished if this Bridge Lease is assigned to any third-party, including but not limited to family members. Such year-round privilege shall not be extinguished in the event that the Lessee sublets the Premises in accordance with Article VIII hereof. **[THIS SECTION VARIES DEPENDING ON WHETHER YEAR-ROUND IN SINGLE-FAMILY DISTRICT (SHOWN ABOVE), YEAR-ROUND OUTSIDE OF DISTRICT, OR SEASONAL-ONLY]**

3. If the year-round privilege is extinguished for any reason, the Premises shall be occupied only during the period of time that public water supply is available to the Premises, which the parties acknowledge is generally April 15 through October 15 of any calendar year in which this Bridge Lease, including any extensions thereof, is in effect. The parties further acknowledge that the Premises may be occupied for any such longer or shorter period of time that the Town of Essex Department of Public Works (“D.P.W.”) determines that water will be provided to the Premises, as set forth in Section 2 of Article VII of this Bridge Lease. Any occupancy of the Premises beyond the dates set forth herein shall be considered an act of default by the Lessee subject to the remedies set forth in Article XI hereof.

4. Neither the Lessee nor his/her family, friends, relatives, invitees, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive use of the Premises, nor commit or permit any nuisance to exist thereon, nor create any substantial interference with the rights, comfort, safety or enjoyment of other occupants of Conomo Point and vicinity.

5. Lessee agrees to comply with such relocation and adjustment of lot lines as may be determined by the Conomo Point Commissioners and/or the Essex Town Meeting, and with such reasonable regulations as may from time to time be made by the Conomo Point Commissioners concerning the planting of trees and shrubs and the maintenance of gardens on the Premises.

6. In the event that there is any fence or other structure or any septic system or drainage arrangement or any other condition upon the Premises that the Conomo Point Commissioners, after a hearing, deem to interfere with the enjoyment and use of an adjoining lot, the Lessee agrees to forthwith remove the same upon written order of the Conomo Point Commissioners or to make such changes or alterations as may be ordered by the Conomo Point Commissioners.

7. Lessee shall keep the Premises in a clean condition. Lessee shall not permit the Premises to be overloaded, damaged, stripped or defaced, nor suffer any waste of the Premises.

8. Except as otherwise provided herein, Lessee shall be solely responsible, throughout the Term of this Bridge Lease and so long thereafter as Lessee is in occupancy of the Premises, for maintaining the Premises in good order and condition, at its sole cost and expense. If Lessee shall fail to keep the Premises in the condition required herein, or if repairs are required to be made by Lessee pursuant to the terms hereof, within thirty (30) days after notice by Lessor (or without notice in any emergency, immediately threatening life or property), Lessor shall have the right (but shall not be obligated) to make such repairs or perform maintenance work or any other work required of Lessee pursuant to this Bridge Lease and charge the reasonable cost thereof to Lessee as additional rent.

9. The Lessee agrees to permit the Lessor to enter upon and to view the Premises at such reasonable times upon reasonable notice or in case of emergency.

ARTICLE VII: UTILITIES

1. Lessor shall not be responsible for providing utilities for the Premises or for the general maintenance of the Premises. Lessee shall contract directly with applicable providers for all utility services, and pay the bills therefor promptly upon receipt of the same. Lessee shall, if requested by Lessor, provide Lessor with evidence of payment of utilities. If Lessee fails to pay the same when due, Lessor shall have the right, but not the obligation, to pay the same, and to charge Lessee the costs thereof, which shall be paid promptly by Lessee upon demand. Lessor shall have the same remedies as to nonpayment of utility charges as it has for nonpayment of rent.

2. It is understood by the parties that public water supply is available to Conomo Point and vicinity between April 15 and October 15 of each calendar year. The parties acknowledge that all decisions relating to the furnishing of water shall be subject to the jurisdiction of the D.P.W. Nothing in this Bridge Lease shall be construed to prohibit the D.P.W. in its discretion from determining that water is to be provided to Conomo Point for a shorter period of time than stated in this Bridge Lease. Lessee promises to pay charges for water in accordance with the requirements of the D.P.W.

3. Between July 15, 2012 and September 1, 2012, Lessee, at his/her sole cost and expense, shall have the septic system serving the Premises inspected by a licensed septic system inspector, and shall provide the Town of Essex Board of Health with an inspection report by September 15, 2012. In lieu of inspection, Lessee may provide the Town of Essex Board of Health with an agreement to upgrade on a form provided by said Board. If the septic system serving the Premises was previously determined to be in failure or if an Agreement to Upgrade is already on file with the Town of Essex Board of Health, Lessee shall be exempt from this requirement.

4. Lessee shall comply with all orders of the Town of Essex Board of Health relative to use and occupancy of the Premises and in particular, the septic system serving the Premises.

ARTICLE VIII: ASSIGNMENT AND SUBLETTING

1. Lessee may assign this Bridge Lease, including the balance of the remaining Term to any third party upon written notification and approval of the Conomo Point Commissioners, which approval shall not be unreasonably withheld or delayed. No such assignment shall be permitted after the Lessee has accepted the Town's written option to purchase or long-term lease as set forth in Article V hereof, unless the assignee agrees in writing to be bound by the Lessee's acceptance of the Town's option.

2. The Premises may be sublet upon written notification and approval of the Conomo Point Commissioners which approval shall not be unreasonably withheld or delayed. Lessee agrees that the Lessor shall not be considered a party to any such subletting arrangement and the Lessee shall be responsible for ensuring compliance with all provisions of this Bridge Lease. Anyone occupying the Premises as a subtenant of the Lessee shall obtain no rights under Article V of this Bridge Lease.

3. Any assignment or subletting of the Premises without the express written approval of the Conomo Point Commissioners shall be considered an act of default by the Lessee subject to the remedies set forth in Article XI hereof.

ARTICLE IX: IMPROVEMENTS AND ALTERATIONS

1. Lessee shall not construct any new permanent subsurface or surface buildings, structures or other improvements unless Lessee has obtained prior written permission of the Conomo Point Commissioners, which may be withheld in the Conomo Point Commissioners' sole and absolute discretion. Any newly constructed permanent buildings, structures or improvements shall be constructed at Lessee's expense, and all such newly constructed buildings, structures or improvements shall become the exclusive property of the Lessor at the expiration of termination of this Bridge Lease.

2. Lessee shall not make any permanent alterations to the buildings, structures and improvements existing prior to the date of execution of this Bridge Lease unless Lessee has obtained prior written permission of the Conomo Point Commissioners, which permission may be withheld in the Conomo Point Commissioners' sole and absolute discretion. All such alterations shall be at Lessee's expense, and the granting of permission shall not be construed as a statement by the Town that the Lessee is the owner of the altered building, structure or improvement. All such structural alterations shall merge with said buildings, structures and improvements and shall belong to the party who owned such buildings, structures and improvements prior to the execution of this Bridge Lease.

3. Lessee shall procure all necessary permits before undertaking any work on the Premises, and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of prime quality and shall defend, hold harmless, exonerate and indemnify Lessor from all injury, loss or damage to any person or property occasioned by such work. Lessee shall at all times comply with, to the extent the same are applicable, plans and specifications (which shall be prepared by and at the expense of Lessee and approved by Lessor prior to beginning any work). Lessee agrees to employ responsible contractors for such work and shall cause such contractors to carry workers'

compensation insurance in accordance with statutory requirements and comprehensive public liability insurance and automobile liability insurance covering such contractors on or about the Premises in amounts reasonably acceptable to Lessor and agrees to submit certificates evidencing such coverage to Lessor prior to the commencement of and during the continuance of such work.

4. Any improvements or alterations to the Premises undertaken without the express written consent of the Conomo Point Commissioners shall be considered an act of default by the Lessee subject to the remedies set forth in Article XI hereof.

ARTICLE X: INDEMNIFICATION; RELEASE

1. Lessee shall, during the term of this Bridge Lease, assume and maintain exclusive control of the Premises and, to the maximum extent this Bridge Lease may be made effective according to law, Lessee agrees to defend, indemnify and save harmless Lessor from and against all claims, expenses or liability of whatever nature arising from any act, omission or negligence of Lessee, Lessee's contractors, licensees, agents, servants, employees, customers, and invitees, or anyone claiming by, through or under Lessee, or arising, directly or indirectly, from any accident, injury or damage whatsoever, however caused, to any person, or to the property of any person, occurring after the date that Lessee occupies the Premises and for so long as Lessee or any occupant claiming under Lessee is in occupancy of any part of the Premises, in or about the Premises, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence on the part of Lessee or Lessee's contractors, licensees, agents, servants, employees, customers, or invitees, or anyone claiming by, through or under Lessee.

2. The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, including attorneys' fees, and the defense thereof with counsel acceptable to Lessor or counsel selected by an insurance company which has accepted liability for any such claim.

3. To the maximum extent this Bridge Lease may be made effective according to law, Lessee agrees to use and occupy the Premises at Lessee's own risk, and Lessor shall have no responsibility or liability for any injury, loss or damage to Lessee or any other person claiming by, through or under Lessee, or to the fixtures or other personal property of Lessee or any person claiming by, through or under Lessee.

4. The provisions of this Article X shall survive the expiration or termination of this Bridge Lease, but shall apply only to events, injuries or incidents occurring during Lessee's occupancy of the Premises.

ARTICLE XI: TERMINATION FOR DEFAULT BY LESSEE

1. If Lessee shall fail to comply with any lawful term, condition, covenant, obligation, or agreement expressed herein or implied hereunder, including but not limited to Lessee's failure to pay rent or taxes as required herein, or if a petition in bankruptcy has been filed by or against

Lessee or if Lessee shall be adjudicated bankrupt or insolvent according to law or if any assignment of Lessee's property shall be made for the benefit of creditor, or if the Premises appear to be abandoned, then, and in any of the said cases and notwithstanding any license or waiver of any prior breach of any of the said terms, conditions, covenants, obligations, or agreements, the Lessor without necessity or requirement of making any entry may (subject to the Lessee's rights under applicable law) terminate this Bridge Lease by:

- a. a seven (7) day written notice to Lessee to vacate the Premises in case of any breach except only for non-payment of rent; or
- b. a fourteen (14) day written notice to Lessee to vacate the Premises upon the neglect or refusal of Lessee to pay the rent as herein provided.

Upon receipt of notice under subparagraphs (a) or (b) above, if Lessee cures the alleged breach within the stated notice period, or in the case of a cure which cannot be accomplished within said period, Lessee commences said cure within that period and diligently pursues said cure until completed, said notice of termination shall become null and void.

Any termination under this Section shall be without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of any of the said terms, conditions, covenants, obligations or agreements.

2. Lessee covenants that in case of any termination of this Bridge Lease, by reason of the default of Lessee, then:

- a. Lessee will forthwith pay to Lessor as damages hereunder a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the Term or any extension or renewal thereof exceed the fair rental value of Lessor's property for the remainder of the Term or any extension or renewal thereof; and
- b. Lessee covenants that he/she will furthermore indemnify Lessor from and against any loss or damage sustained by reason of any termination caused by the default of, or the breach by, Lessee. Lessor's damages hereunder shall include, but shall not be limited to, any loss of rents, accrued but unpaid prior to termination; reasonable broker's commission for the re-letting of the Lessor's property; advertising costs; the reasonable cost incurred in cleaning and repainting the Lessor's property in order to re-let the same and moving and storage charges incurred by Lessor in moving Lessee's belongings pursuant to eviction proceedings.
- c. At the option of Lessor, however, Lessor's cause of action under this Section shall accrue when a new tenancy or lease Term first commences subsequent to a termination under this Bridge Lease, in which event Lessor's damages shall be limited to any and all damages sustained by it prior to said new tenancy or lease date.

3. In the event of default by Lessee, Lessor shall also be entitled to any and all other remedies provided by law. All rights and remedies are to be cumulative and not exclusive.

ARTICLE XII: TERMINATION FOR CONVENIENCE

1. The parties acknowledge that the Lessor may terminate this Bridge Lease upon the happening of any event or events that affect the long-term disposition of the Premises, including but not limited to the success or failure of the Conomo Point Commissioners to obtain the approvals necessary to effectuate the sale or long-term lease of the Premises.
2. The Lessor shall give Lessee a sixty (60) day written notice to vacate the Premises in case of any termination pursuant to this Article.

ARTICLE XIII: SURRENDER

1. Upon the termination (as set forth in Articles XI and XII above) or expiration of the Term of this Bridge Lease, Lessee shall remove all personal property from the Lessor's property and shall deliver up the Lessor's property in as good order and condition as the same were in at the commencement of the term, reasonable and ordinary wear and tear, damages by fire and other unavoidable casualty only excepted.
2. Lessee will vacate the Lessor's property at the end of the Term, and neither the Lessee nor anyone claiming under him/her shall remain in possession of the Lessor's property or any part thereof after expiration of the Term hereof. Lessee agrees that any person remaining in possession of the Lessor's property or any part thereof after the expiration of the Term hereof shall be deemed a tenant at sufferance, and if legal proceedings are required to remove such person from the Lessor's property, Lessee hereby agrees to pay any and all attorneys' fees, costs and expenses incurred by Lessor in connection with such removal.

ARTICLE XIV: MISCELLANEOUS

1. Any notice relating to the Premises or to the occupancy thereof shall be in writing and shall be deemed duly served when mailed by registered or certified mail, postage prepaid, addressed to the other party at the addresses listed in the first paragraph of this Bridge Lease, or at such other addresses as the parties may from time to time designate by written notice to the other party.
2. This Bridge Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof, and the parties acknowledge that the prior lease entered into between the Lessor and Lessee expired by its terms and that any and all rights arising thereunder have been extinguished.
3. If any provision of this Bridge Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of this Bridge Lease shall be enforced to the fullest extent permitted by law.
4. This Bridge Lease shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of those laws shall not be deemed waived by any provision of this Bridge Lease.

5. No mention in this Bridge Lease of any specific right or remedy shall preclude Lessor or Lessee from exercising any other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either in law or in equity.

6. No official, employee or consultant of the Town of Essex shall be personally liable to Lessee or any partner thereof, or any successor in interest or person claiming through or under Lessee or any such partner, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Bridge Lease or any amendment or extension entered into pursuant hereto.

7. This Bridge Lease may be modified only by a further writing that is duly executed by both parties.

LESSEE
[NAME]

TOWN OF ESSEX
By its Conomo Point Commissioners

