2005 WESTFORD PROPERTY CAMP USE AGREEMENT

This 2005 Camp Use Agreement ("Agreement") between the Town of Westford (the "Town"),a municipal corporation, acting by and through its Board of Selectmen and the Isabel F. Hyams Fund, Inc. ("Hyams"), a Massachusetts non profit corporation, sets forth the terms of agreement between the Town and Hyams regarding use through December 31, 2005, of certain property at Nutting and Depot Roads, Westford, Massachusetts, owned by the Town and formerly owned by Hyams and known as the East Boston Camps (the "Property").

WHEREAS,

1. Since 1937, Hyams, or its predecessors in title, has either run or permitted the East Boston Social Centers, Inc. (the "Centers") to run summer camp and a limited number of other programs on the Property.

2. Hyams entered into an agreement with the Trust for Public Land ("TPL") pursuant to which Hyams agreed to sell the Property to TPL. TPL intends to convey the Property to the Town of Westford on or about March 31, 2005.

3. Hyams requested, and TPL and the Town agreed, that Hyams or its designee will be permitted to lease for $1.00 annually the camp facility located on the Property, including camp buildings and access to Burge's Pond, through December 31, 2005 ("2005 Camp Use").

4. Hyams and the Town desire to set forth the agreement regarding the 2005 Camp Use.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, Hyams and the Town agree as follows:

1. Hyams or its designee shall be able to use the Property consistent with the use in the recent past, including running a residential summer camp and summer day camp and allowing a limited number of approved and designated groups to use the Property. (See attached list of uses in 2004.)

2. Hyams or its designee may retain any and all revenues generated from the use of the Property for the above purposes.

3. Hyams or its designee shall make programs available to Westford youth in a manner similar to that of recent past years, unless the Town and Hyams or its designee mutually agree otherwise.

4. Hyams or its designee shall assume full responsibility for all costs and expenses of running and operating camp or any other approved programs on the Property, including but not limited to caretaker services, staffing and administrative expenses, with the

exception that any necessary caretaker services following the regular camp season (i.e., October, November and December, 2005) shall be the responsibility of the Town.

5. Hyams or its designee shall be responsible for any facilities or capital maintenance or improvement or repair expenses necessary to run summer camp and any other approved programs on the Property, but bringing the septic system into compliance with Title V, if necessary, shall not be covered by this provision. The parties acknowledge that at the present time the status of the septic systems on the Property is not known and that failure of the systems to meet the requirements of Title V may result in camp use being prohibited and this agreement being void.

6. Except as provided below, Hyams or its designee shall be responsible for the safety of all camp operations and camp facilities.

7. Should Hyams designate another nonprofit entity to utilize the Property in 2005, it shall develop and execute a signed written agreement with that organization to cover respective responsibilities and obligations.

8. The Town, at its sole expense and liability, may continue to run any of its existing programs, such as the 5th grade camp, and may add additional programming with the permission of Hyams and provided that it does not interfere with or create safety or security problems for the day or residential camp programs or involve swimming or boating on Burge's Pond and as long as these programs are consistent with past use.

9. The Town shall obtain property insurance coverage to the extent that said coverage, in the opinion of the Town is reasonably priced. Hyams shall not be responsible for insurable repairs above the amount of insurance proceeds actually made available for such purpose. Hyams or its designee shall obtain liability and other insurance coverage for the camp and other approved programs on the Property in amounts reasonably acceptable to the Town; the insurance policy shall name the Town as an additional named insured and shall further provide that thirty (30) days notice shall be given to the Town prior to any modification or cancellation of coverage. Hyams or its designee shall respectively indemnify and hold harmless the Town from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from Hyams' or its designee's respective use of the Property, except to the extent due to the fault or misconduct of the Town or its agents or contractors.

10. This agreement may be extended through September 30, 2006 only with the approval of the Town acting by and through its Board of Selectmen and may be amended only by a written instrument signed by the parties.

11. Public access to the Property by foot shall be limited to that which does not create safety or security problems for the day or residential camp programs in keeping with the practice of recent years.

12. Public access to the Property by motor vehicle shall be limited to authorized vehicles only, as determined by Hyams or its designee, during any period of active programming on the Property.

13. This agreement represents the entire agreement between the parties and is governed by the laws of Massachusetts.

EAST BOSTON CAMPS MASTER PLAN COMMITTEE CHARTER

It is hereby established by the Westford Board of Selectmen that an East Boston Camps be created consisting of 9 members. The purpose of this committee is to develop a detailed Master Plan Committee for the so called Parcel A of the East Boson Camp property.

1. The Master Plan shall consist of the following:

   - A detailed allocation of the project based on the uses approved by the Special Town Meeting on February 7, 2005.

   - A detailed management plan including a recommendation of the care, custody and control of the property as well as stewardship

2. The East Boston Caps Master Plan will be brought before a future Town Meeting for approval. If approved by Town meeting it shall become part of the Town Master plan.
3.
4. The committee shall consist of the following:

   Representatives from;
   - Board of Selectmen
   - Conservation Commission
   - Park and Recreation Commission
   - Conservation Restriction Grantee
   - Board of Water Commissioners
   - Four (4) Citizens

5. Notice of all committee meetings shall be sent to the Isabel F. Hyams Fund, Inc. and a representative of the Fund shall have an opportunity to participate I the meetings.

6. When determining how the property is to be used, the committee shall be cognizant that continued use of a portion for camps and educational programs is a priority. In the event that the committee does not have a proposed master plan prepared by February 1, 2006, then it shall work with the Board of Selectmen to explore the possibility of continuing camp uses, similar to those run in the past, for the 2006 season. These camp uses are to include access for low income youth.

7. The committee shall be dissolved once Town Meeting has approved the Master Plan.

9/1/2005