

LEASE

LEASE made as of October 13, 2020 (the "Effective Date"), by and between the TOWN OF TEMPLETON, a municipal corporation, 160 Patriots Road, East Templeton, Massachusetts (the "Lessor"), and the NARRAGANSETT REGIONAL SCHOOL DISTRICT, a body politic and corporate organized under and pursuant to M.G.L. c. 71 (the "Lessee").

IN CONSIDERATION OF the terms, covenants, and conditions set forth herein and mutual promises made to each other by the Lessor and the Lessee, the receipt and sufficiency of which is hereby acknowledged, and pursuant to M.G.L. Chapter 71, section 14C and the terms of the Narragansett Regional School District Agreement Pre-K-12 (As Amended, 2004) (the "Agreement"), the Lessor by these presents does lease, rent, let, and demise unto the Lessee, and the Lessee does hereby lease from the Lessor:

- (a) That certain parcel of land in Templeton, located at 17 South Road, which is the present site of the new Templeton Elementary School (formerly known as the Templeton Center School) and is shown on a plan entitled "Plan of Land of Town of Templeton," by Stanley G. Kendall, C.E., recorded with Worcester Registry of Deeds at Book 113, Plan 63 on July 26, 1940; and being the same premises conveyed to Lessor by deed of Henry H. Seaver, dated July 19, 1940, and recorded with said Registry of Deeds at Book 2784, Page 347.
- (b) The buildings erected or to be erected thereon, together with any improvements or additions which may from time to time be made to those buildings.

- (c) All fixtures, appurtenances, furniture and equipment of any kind and nature whatsoever, used or procured for use or in connection with operation and maintenance of the buildings on said land and purchased solely by the Lessor during the course of construction or thereafter (the “Lessor’s Personal Property”).

The aforesaid land, buildings, fixtures, appurtenances, furniture and equipment are hereinafter collectively called “the demised premises” or “the premises.”

TO HAVE AND TO HOLD said premises for a term of twenty (20) years commencing on the Effective Date as set forth above, provided however that such term may be extended (under Section III (b) of the Agreement) for an additional term not to exceed twenty (20) years, or may be terminated either automatically (under said Section III(b)) or by withdrawal of the Lessor (under Section X of the Agreement). The Lessor leases the premises to the Lessee, and the Lessee leases the premises from Lessor, for the term, at the rent and upon the other terms, covenants and conditions of this Lease. Upon paying the rent and observing the other obligations of the Lessee hereunder, the Lessee may peaceably occupy the premises during the term, without disturbance by the Lessor or persons claiming through or under the Lessor.

I. EXTENSION, TERMINATION OR WITHDRAWAL

- A. If the Lessee extends the term hereof (as provided in Section III(b) of the Agreement) or terminates this Lease (as provided in said Section III(b)), it shall send to the Lessor by certified or registered mail written notice of such extension or termination at least one (1) full fiscal year prior to the effective date thereof (in accordance with Section III(b) of the Agreement). There shall

be no termination of this Lease as to a portion of the demised premises without the prior written approval of the Lessor's Board of Selectmen. Lessor will extend the Lease for one (1) year only if Lessee fails to provide the notice required by this paragraph but continues to use the Premises as a school and acts to continue to use the Premises for the year following the Expiration Date. No further extension will be granted.

- B. Lessee may terminate this Lease with a minimum of one hundred eighty (180) calendar days' advance written notice in the event of substantial damage to the premises by casualty or other Acts of God or war, provided that the Lessee and Lessor have jointly agreed that the school building will not be rebuilt and the parties have agreed to a substitute premises.
- C. Lessor may terminate this Lease either upon the Lessor's effective withdrawal from the District in accordance with Section X of the Agreement or upon one hundred eighty (180) calendar days' written notice to the Lessee if the premises are not being used as a school and the Lessee does not intend to use the premises as a school by the end of the notice period.
- D. Upon termination, the District shall be deemed to have voted to return the premises to the Lessor.

II. USE OF THE PREMISES

The Lessee shall use the premises for the operation of a school and all related functions and activities typical of a school facility and for other education-related purposes. The Lessee may access the premises twenty-four (24) hours per day, seven (7) days per week.

III. RENT

In accordance with Section III(b) of the Agreement, Lessee shall pay no rent for the premises.

IV. OPERATING AND CAPITAL COSTS

The Lessee shall pay all charges for the operation, maintenance, repair, improvement, alteration, or remodeling of the premises, including without limitation all charges for utilities and insurance; provided, however, that any single necessary repair or maintenance project to be undertaken in any fiscal year at an estimated or actual cost in excess of \$5,000, or such greater amount as the Agreement may set, shall be considered a capital cost and paid solely and entirely by the Lessor, in accordance with Section III(b) of the Agreement.

V. CARE AND MAINTENANCE OF PREMISES; ALTERATIONS

- A. Lessee shall commit no act of waste, and shall in its use and occupancy of the premises conform to all laws, orders, and regulations of the federal, state and municipal governments, or any of their departments or agencies, which may be applicable to the premises, and shall procure all licenses, permits, and approvals as may from time to time be required for the premises. Subject to the Section above, entitled "Operating and Capital Costs," the Lessee will maintain the premises in the same condition as exists on the Effective Date or, reasonable wear and tear excepted, such better condition as the premises may be placed in during the term, in full compliance with all applicable legal requirements, provided that the Lessee will not be responsible for damage caused by fire or other casualty except to the extent of insurance deductibles

as provided in Section VII.E, or capital repairs or replacements expensed as per this Lease and the Agreement.

- B. Lessee shall give written notice to the Lessor's Board of Selectmen no less than thirty (30) calendar days before the Lessee undertakes any project to alter, remodel, or enlarge any building on the premises if the estimated cost thereof exceeds \$10,000.00 unless (i) the Lessee has been authorized to incur debt for such project pursuant to Article VI of the Agreement or (ii) the Lessor, by vote at a Town Meeting, has approved the undertaking of such project. Upon the expiration of said thirty (30) calendar days, the Lessee may undertake the project unless in the meantime the Lessor's Town Administrator shall have notified the Lessee in writing of the Lessor's Board of Selectmen's disapproval of the proposed project and of the reasons for such disapproval. Notwithstanding the foregoing, Lessee shall not demolish any portion of any building on the premises except with the prior vote of approval of the Lessor's Board of Selectmen as evidenced in a writing from Lessor's Town Administrator, which approval shall not be unreasonably withheld, and unless the Lessee replaces the building or portion thereof so demolished with another of at least equivalent value. Lessee shall pay all charges for demolition, removal of debris, and replacement. For the purposes of this paragraph, the word "building" shall not include any modular or portable classroom units. Notwithstanding the foregoing to the contrary, the Lessee may make alterations to the premises without the Lessor's consent, provided that (i) the cost of any single alteration is less than \$10,000, and (ii) any such alteration

will be made in a good and workmanlike manner and in accordance with all applicable legal requirements. Any alteration made pursuant to this section shall become the property of the Lessor upon the expiration of the term. The Lessor shall receive notice prior to such alterations.

VI. CAPITAL PLAN

Lessee shall provide to Lessor by November 1 of each year a five-year capital plan to plan for anticipated improvements to the demised premises. Lessor shall have no obligation to approve any such improvements or to contribute to their cost, other than any obligation imposed on Lessor by the Agreement.

VII. INSURANCE AND CASUALTY

A. Prior to making any entry on the Premises and at least thirty (30) days prior to the expiration of any policy, the Lessee will provide certificates of insurance, in form and substance satisfactory to the Lessor, establishing insurance coverages as required by this Section.

B. Whenever the term Lessor is used herein in relation to a requirement that it be an additionally named insured, said term shall refer to the Town of Templeton, its officials and employees.

C. Throughout the term, the Lessee will maintain in effect, at its sole expense, the following insurance:

Liability Insurance. Commercial general liability insurance in at least the Required Insurance Amount, for bodily and personal injury and property damage, including as additional insureds the Lessor, such coverage to be primary and not excess or contributing or secondary to any other insurance available to the Lessor. For purposes

of this Section "Required Insurance Amount" means a minimum combined single limit of liability of at least one million Dollars (\$1,000,000) per occurrence and a general aggregate limit (combined primary and excess) of at least Three Million Dollars (\$3,000,000) provided that, not more often than once every five (5) years, the Lessor may increase such amounts as Lessor reasonably determines to be necessary and appropriate for similarly situated properties.

Contents Insurance. Hazard insurance, covering Lessee's personal property within the premises.

Workers' Compensation Insurance. Workers' Compensation Insurance in accordance with the applicable legal requirements.

Casualty Insurance. Risk insurance against damage by fire or other casualty in an amount at least equal to the replacement cost of the Premises (and the personal property used in connection with the premises). The Lessee's insurance shall contain commercially reasonable deductibles.

Umbrella Insurance. Umbrella insurance coverage against all claims for bodily injury, death, personal injury, or advertising injury in the minimum amount of Two Million Dollars (\$2,000,000).

All of the Lessee's insurance will be issued by insurance companies authorized to do insurance business in Massachusetts rated not less than A-VIII in Best's Insurance Guide, and will not be subject to cancellation or modification without thirty (30) days' prior written notice to the Lessor.

D. Provided that the minimum insurance is maintained at all times, each party waives any right of recovery against the other for injury or loss to property

due to hazards covered by insurance to the extent of the injury or loss covered. Any policy of insurance obtained by either party and applicable to the premises will contain a clause denying the insurer any right of subrogation against the other party.

E. If the premises are damaged or destroyed by fire or other casualty, Lessor will restore or replace the Premises, any alterations and the Lessor's personal property (but not Lessee's personal property), as soon thereafter as is reasonably practicable in light of the circumstances. The Lessor shall be extended the time required to collect insurance proceeds and to obtain any governmental approvals required for restoration, and whatever other time is necessary to resolve other matters beyond the reasonable control of the Lessor. In no event will the Lessor be required to expend more for restoration of the Premises, any alterations and either party's personal property beyond the net amount of insurance actually available to the Lessor for such purposes. The Lessee shall pay for any deductible (or portion of a deductible) that is less than or equal to \$10,000. The Lessor shall be made the loss payee on any draft issued in payment for an insured loss. The Lessor may use the insurance proceeds for any lawful purpose if the Lessee terminates this Lease pursuant to the second paragraph of EXTENSION, TERMINATION OR WITHDRAWAL.

VIII. INDEMNIFICATION

A. To the extent permitted by law and except as precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging credit

without prior legislative authority, the Lessee covenants during the term and any extension thereof to defend with counsel first approved by the Lessor, save harmless, and indemnify the Lessor from any claim or liability for injury, loss, accident, or damage to any person or property and from any claims, actions, proceedings, and expenses and costs in connection therewith (including without limitation reasonable counsel fees):

- (1) arising from any use made or thing done or occurring on the premises or about the adjoining streets, sidewalks, and passageways (unless solely caused by the negligence or misconduct of the Lessor), or
- (2) resulting from the failure of the Lessee to perform and discharge its covenants and obligations under this Lease.

B. By entering into this Lease, neither Party has waived any governmental immunity or limitation of damages which may be extended to it by operation of law.

IX. USE OF PREMISES BY OTHERS

- A. Lessee shall give to the Lessor the priority right to use the premises for town meetings and events associated therewith so long as such use does not interfere with the use of the premises for school purposes.
- B. Subject to the priority right to the Lessor and under the terms and conditions and for the purposes set forth in Massachusetts General Laws c. 71, §§ 71 and 16(r), the Lessee may permit the use of the premises by individuals and associations for such educational, recreational, social, civic, philanthropic, and like purposes as it deems for the interest of the community.

X. FURNITURE AND EQUIPMENT

The Lessee's use of the Premises includes the right to use all furniture and equipment therein. Lessee shall maintain such furniture and equipment in good condition, reasonable wear and tear excepted.

XI. INVENTORY AND DISPOSITION OF LESSOR'S PERSONAL PROPERTY

As of July 15, 2020, and annually on that date thereafter, the Lessee shall provide to the Lessor a full inventory of all of the Lessor's Personal Property. In the event that the Lessee no longer needs or wants any item on the inventory, the Lessee must notify the Lessor in writing of the identity of the item, its condition, and its estimated fair market value. The Lessee is prohibited from disposing of or transferring from the Premises any furniture or equipment owned by Lessor. The Lessor, within thirty (30) days of receipt of notice, shall notify the Lessee whether the item should be returned to the Lessor for use or disposition in the Lessor's sole discretion, or whether the item may be disposed of by the Lessee. If the item is sold or exchanged for value by Lessee, the Lessee shall apply the amount received in cash or kind to the credit of the Lessor against its assessed share of the cost of personal property charged to the Lessee's member communities.

The failure of the Lessor to respond to Lessee's written notice at the end of thirty (30) days shall be deemed to be constructive approval.

XII. ASSIGNMENT

This Lease shall not be assigned, mortgaged, or pledged by Lessee or assumed by any successor of Lessee, and the premises or any portion thereof shall not be sublet without the prior written approval of Lessor's Board of Selectmen.

XIII. RECORDING

The Lessee shall record a Notice of Lease with the Worcester County Registry of Deeds.

XIV. AMENDMENT

This Lease may be amended from time to time upon such terms as may be determined by the parties hereto as provided in Section III(b) of the Agreement.

XV. DEFAULT

A. Each of the following will constitute a material default by the Lessee (a “Lessee Default”):

- (1) Failure by the Lessee to make any payment required under this Lease within thirty (30) days of the date such payment is due;
- (2) Insolvency or admission of insolvency by the Lessee, the filing by or against the Lessee of any bankruptcy, receivership or other proceeding under State or Federal law, or entering into or acquiescence by the Lessee to any arrangement affecting the rights of the Lessee’s creditors generally, or attachment, execution, or other seizure of substantially all of the Lessee’s assets located at the premises or the Lessee’s interest in this Lease or the premises; or
- (3) Failure by the Lessee to fulfill any other obligation under this Lease, if such failure is not cured within thirty (30) days of notice from the Lessor to the Lessee, or such longer period as may reasonably be necessary as determined in the sole discretion of the Lessor, not to exceed a total of ninety (90) days, if the Lessee promptly commences and diligently pursues such cure.

- B. If a Lessee Default occurs, in addition to any other rights or remedies, the Lessor will have the right to terminate this Lease and recover possession of the premises by written notice to the Lessee, effective on the date specified in such notice or, if no date is specified, on the date of receipt or first properly attempted delivery of such notice.
- C. Failure by the Lessor to observe any of its obligations under this Lease will constitute a default (a "Lessor Default") only if such failure continues for a period of thirty (30) days (and such additional time as may be reasonably necessary for the Lessor to remedy such failure) after the Lessor receives notice of such failure from the Lessee, setting forth in reasonable detail the nature and extent of the Lessor's failure and identifying the provisions of this Lease alleged to have been violated and the Lessor is not actively engaged in curing the default.
- D. If a Lessor Default occurs and such Lessor Default directly affects and materially impairs Lessee's use and enjoyment of the premises, the Lessee may make such repairs to the premises necessary to restore the Lessee's use, and the Lessor will reimburse the Lessee for the reasonable and necessary third party costs thus incurred by the Lessee upon receipt from the Lessee of a statement of such costs in reasonable detail and such backup materials as the Lessor may reasonably request.

XVI. TIME OF THE ESSENCE

Time is of the essence as to all rights and obligations of the parties hereunder unless specifically provided to the contrary.

IN WITNESS WHEREOF, and in accordance with the authority vested in them
by Massachusetts General Laws c. 71, § 14C and the Agreement, the parties hereto have
duly executed this Lease as of the day and year first above written.

TOWN OF TEMPLETON

NARRAGANSETT REGIONAL SCHOOL
DISTRICT

Leah St
Michael
Jeffrey
Jerry Kruffis

Narragansett
Rae Ann Trifilo
Deborah A. Azup
Victorin Chartier
Deborah A. Richard

San J Math

Henry Masan

[Signature]
[Signature]

Approved as to form:

Thomas J. Harrington
Thomas J. Harrington (Oct 13, 2020 15:30 EDT)

Town Counsel

Narragansett Regional School District
Counsel

Brian R. Falk