

## LEASE

**THIS LEASE** made and entered into this            day of June, 2012 by and between the **TOWN OF MILLVILLE, MASSACHUSETTS**, a body politic and corporate with its principal office at 8 Central Street, Millville, Massachusetts 01529 (hereinafter called the "**Lessor**") and the **BLACKSTONE-MILLVILLE REGIONAL SCHOOL DISTRICT**, a body politic and corporate with its principal office at 175 Lincoln Street, Blackstone, Massachusetts 01504 (hereinafter called the "**Lessee**").

### **WITNESSETH THAT:**

**WHEREAS**, the **Lessor** is a member town of the Blackstone-Millville Regional School District; and

**WHEREAS**, the Agreement dated as of March 15, 1967 for the establishment of a regional school district for the Towns of Blackstone and Millville, as amended, (hereinafter called the "**Agreement**") authorizes the **Lessor** to lease to the **Lessee** certain school premises and buildings:

### **NOW, THEREFORE,**

In consideration of the premises and mutual agreements herein contained, the **Lessor** and the **Lessee** hereby agree as follows:

1. The **Lessor** does hereby lease, demise and let unto the **Lessee** the following described premises (hereinafter called the "**leased premises**") situated within the territorial limits of the Lessor:

The land, together with the building (presently known and identified

as the Millville Elementary School) and other improvements thereon, situated at the southwesterly terminus of Berthelette Way bounded and described as set forth on ANNEX "A" attached hereto, incorporated herein and made a part hereof.

**TO HAVE AND TO HOLD the leased premises** for the term of twenty (20) years commencing on July 1, 2012 and ending on June 30, 2032.

2. No rental shall be charged to the Lessee by the Lessor under this Lease.

3. The **leased premises** may be used for any purpose for which the **Lessee** may lawfully use the same pursuant to the **Agreement** and the laws of the Commonwealth of Massachusetts.

4. The **Lessee** shall have the option during the term of this **Lease** to extend the term hereof for an additional term not in excess of twenty (20) years upon the same terms and conditions as herein set forth. This option to extend shall be exercised by the **Lessee** by giving written notice to the Selectmen of the **Lessor** at any time during the term hereof, such notice to state the length of such additional term.

5. (A) The **Lessor** covenants that it will, during the term of this **Lease** and any extension thereof, at its sole cost and expense, insure and keep insured the building or buildings and other improvements now or hereafter located on the **leased premises** against loss or damage by fire with extended coverage and by explosion of boilers and unfired pressure vessels. All such policies and renewals thereof shall be in such amounts and contain such additional coverages, deductibles and other terms and conditions as the **Lessor** shall deem advisable. The risk of loss or damage to the building or buildings and other improvements now or hereafter located on the **leased**

**premises** shall be borne solely and exclusively by the **Lessor**. Certificates of insurance for all such policies and renewals thereof shall be promptly delivered to the **Lessee**, such certificates to be in form satisfactory to the **Lessee's** insurance broker, and shall show, among other things, the name of the insurance company (ies), the name of the insured, the amounts of insurance and the insurance coverages in effect, and shall contain an undertaking by the insurance company (ies) to give notice to the **Lessee** of any cancellation or modification of the policy. The **Lessor** may effect such insurance under a blanket policy covering the **leased premises** and other locations.

(B) The **Lessee** covenants that it will, during the term of this **Lease** and any extension thereof, at its sole cost and expense, procure and maintain comprehensive general liability insurance indemnifying the **Lessor** and the **Lessee**, as their interests may appear, against all claims, loss or liability due to bodily injury (including death resulting therefrom) and property damage in, on or about the **leased premises** and the approaches, exitways and sidewalks appurtenant thereto. All such policies and renewals thereof shall be in such amounts and contain such additional coverages, deductibles and other terms and conditions as the **Lessee** shall deem advisable. The premiums paid or incurred by the **Lessee** for all such policies and renewals thereof shall be treated as an operating cost of the **Lessee**. Certificates of insurance for all such policies and renewals thereof shall be promptly delivered to the **Lessor**, such certificates to be in form satisfactory to the **Lessor's** insurance broker, and shall show, among other things, the name of the insurance company (ies), the names of the insured, the amounts of insurance and the insurance coverages in effect, and shall contain an undertaking by the insurance company (ies) to give notice to the **Lessor** of

any cancellation or modification of the policy. The **Lessee** may effect such insurance under a blanket policy covering the **leased premises** and other locations.

6. (A) The **Lessor** hereby discharges and releases the **Lessee**, to the extent of the **Lessor's** insurance coverage, from any and all claims and liabilities arising out of any loss or damage, during the term of this **Lease** and any extension thereof, to any property of the **Lessor** caused by any act or omission of the **Lessee**.

(B) The **Lessee** hereby discharges and releases the **Lessor**, to the extent of the **Lessee's** insurance coverage, from any and all claims and liabilities arising out of any loss or damage, during the term of this **Lease** and any extension thereof, to any property of the **Lessee** caused by any act or omission of the **Lessor**.

(C) In consideration of the foregoing, each of the parties hereto agrees with the other party that such insurance policies as it may have in effect during the term of this **Lease** and any extension thereof shall, if the insurance carrier permits the inclusion of such clause or endorsement of such policies, include a clause or endorsement which provides in substance that the insurance company waives any right of subrogation which it might otherwise have against the **Lessor** or the **Lessee**, as the case may be.

7. The **Lessee** shall have the right, during the term of this **Lease** and any extension thereof, to construct and equip additions (and, in connection therewith, to make renovations) to any of the school buildings presently or hereafter located on the **leased premises**, and to construct and equip school buildings to replace any of the school buildings presently or hereafter located on the **leased premises** (whether or not such replacement school buildings are located on the same or different leased premises), as if it were the owner thereof, provided, however, that in each instance the

**Lessee** shall have first obtained the written consent of the **Lessor's** Selectmen. All capital costs, as defined in Subsection IV (B) of the Agreement, incurred by the **Lessee** in any such undertaking shall be borne solely and exclusively by the **Lessor** and shall be paid to the **Lessee** as provided in Section IV of the Agreement. All funds, whether in the nature of reimbursements, grants or otherwise, credited to or received by the **Lessee** for any such undertaking shall be credited in their entirety to the **Lessor**.

8. The **Lessee** shall have the right, during the term of this **Lease** and any extension thereof, to remodel, reconstruct, renovate, make extraordinary or unusual repairs or perform unusual or extraordinary maintenance to any of the school buildings, or components thereof, leased to it, as if it were the owner thereof, provided, however, that in each instance the **Lessee** shall have first obtained the written consent of the **Lessor's** Selectmen. All capital costs, as defined in Subsection IV (B) of the Agreement, incurred by the **Lessee** in any such undertaking shall be borne solely and exclusively by the **Lessor** and shall be paid to the **Lessee** as provided in Section IV of the Agreement. All funds, whether in the nature of reimbursements, grants or otherwise, credited to or received by the **Lessee** for any such undertaking shall be credited in their entirety to the **Lessor**.

9. The **Lessee** shall be under no obligation to incur any capital costs (as such term is defined in Subsection IV (B) of the Agreement) with respect to the **leased premises** and the incurring of any such costs shall be the sole responsibility of the **Lessor**.

10. The words "usual and ordinary repair and maintenance expenditures" set forth in Subsection IV (C) of the Agreement shall be construed to mean expenditures

the cost or estimated cost of which is less than Twenty Thousand and 00/100 (\$20,000.00) Dollars.

11. At the expiration of the term of this **Lease** and any extension thereof, or upon termination of this **Lease** as provided in Paragraph 12 below, the **Lessee** shall surrender the **leased premises** in as good condition as they were in at the beginning of the term, ordinary wear and tear and damage by fire or other unavoidable casualty excepted. The **Lessee** may at anytime prior to or upon the expiration of the term of this **Lease** and any extension thereof, or the termination of this **Lease** as provided in Paragraph 12 below, remove from the **leased premises** all materials, equipment and property of every sort or nature owned and installed thereon by the **Lessee**, provided that such property is removed without substantial injury to the **leased premises**. No injury shall be considered substantial if it is promptly corrected by restoration of the **leased premises** to the condition they were in prior to the removal of such property if so requested by the **Lessor**.

12. In the event of withdrawal of all of the member towns or in the event of withdrawal of the **Lessor** (pursuant to the provisions of Section VIII of the Agreement) or in the event all of the member towns assume jurisdiction over the education of pupils in grades kindergarten through five, inclusive, residing in their respective towns (pursuant to the provisions of Section XII of the Agreement), this **Lease** shall terminate at the time of such withdrawal or at the time of such assumption of jurisdiction, as the case may be.


13. The **Lessee**, upon the performance of all of the terms of this **Lease** to be performed by it, shall at all times, during the term of this **Lease** and any extension

thereof, peaceably and quietly enjoy the **leased premises** without any disturbance from the **Lessor** or from any other person claiming by, through or under the **Lessor**.

IN WITNESS WHEREOF, the parties hereto have caused this **Lease** to be signed and sealed by their duly authorized officers on the day and year first above written.

**TOWN OF MILLVILLE, LESSOR**

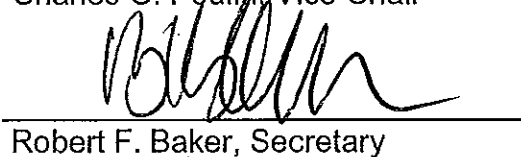
**BLACKSTONE-MILLVILLE  
REGIONAL SCHOOL DISTRICT, LESSEE**

By:   
Roland P. Barrett, Chair

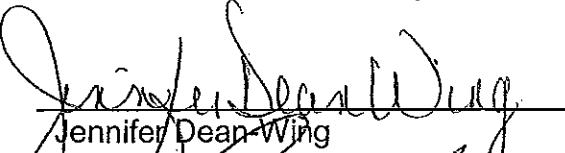
By: \_\_\_\_\_  
John J. Eldridge, Chair

  
Charles G. Poulin, Vice Chair

\_\_\_\_\_  
Diane C. Robin, Vice Chair

  
Robert F. Baker, Secretary

\_\_\_\_\_  
Steven J. Tringali, District Secretary

  
Jennifer Dean Wing

\_\_\_\_\_  
Catherine A. Robinson, District Treasurer

  
John M. Laura

\_\_\_\_\_  
Brian T. Faulkner, Asst. District Treasurer

**Being the members of the  
Board of Selectmen**

\_\_\_\_\_  
Michael J. Buckley

\_\_\_\_\_  
Wendy L. Greenstein

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Erin P. Vinacco

**Being the members of the  
Blackstone-Millville Regional  
District School Committee**



**ANNEX "A"**

The land, together with the building (presently known and identified as the Millville Elementary School) and other improvements thereon, situated at the south-westerly terminus of Berthelette Way in Millville, Worcester County, Massachusetts, shown and delineated on a plan of land entitled "**PLAN OF LAND IN MILLVILLE, MASS. FOR BLACKSTONE-MILLVILLE REGIONAL SCHOOL DIST. SCALE: 1=100'** NOVEMBER 25, 1991 BY ANDREWS SURVEY & ENGINEERING, INC. 104 MENDON STREET UXBRIDGE, MASS. 01569", a copy of which said plan is attached hereto as **APPENDIX "A"**, and bounded and described as follows:

**BEGINNING** at a point on the southeasterly side of Berthelette Way at its junction with the land hereby described;

**THENCE** N 84° 37' 38" E a distance of 116.05 feet to a point;

**THENCE** S 58° 42' 27" E a distance of 16.18 feet to a point;

**THENCE** S 17° 55' 17" E a distance of 805.54 feet to a point;

**THENCE** S 74° 48' 43" W a distance of 521.53 feet to a point;

**THENCE** N 77° 24' 09" W a distance of 239.99 feet to a point;

**THENCE** S 19° 14' 44" W a distance of 24.06 feet to a point;

**THENCE** S 14° 37' 36" W a distance of 117.90 feet to a point;

**THENCE** S 12° 34' 51" E a distance of 168.81 feet to a point;

**THENCE** S 15° 22' 50" E a distance of 124.44 feet to a point;

**THENCE** S 23° 23' 53" E a distance of 162.70 feet to a point;

**THENCE** S 06° 48' 02" E a distance of 171.28 feet to a point;

**THENCE** S 19° 46' 32" W a distance of 141.65 feet to a point;

THENCE N 62° 32' 02" W a distance of 191.34 feet to a point;  
 THENCE N 64° 46' 59" W a distance of 111.43 feet to a point;  
 THENCE N 73° 49' 53" W a distance of 185.19 feet to a point;  
 THENCE N 21° 09' 22" E a distance of 128.60 feet to a point;  
 THENCE N 69° 41' 42" W a distance of 214.68 feet to a point;  
 THENCE N 15° 07' 24" E a distance of 863.60 feet to a point;  
 THENCE N 70° 44' 42" W a distance of 118.00 feet to a point;  
 THENCE N 17° 11' 14" W a distance of 1,417.85 feet to a point;  
 THENCE N 58° 57' 25" E a distance of 383.04 feet to a point;  
 THENCE S 71° 33' 22" E a distance of 512.79 feet to a point;  
 THENCE N 76° 05' 22" E a distance of 142.56 feet to a point;  
 THENCE N 75° 14' 00" E a distance of 125.21 feet to a point;  
 THENCE S 03° 07' 37" W a distance of 110.31 feet to a point;  
 THENCE S 29° 13' 05" W a distance of 76.55 feet to a point;  
 THENCE S 17° 28' 02" W a distance of 78.43 feet to a point;  
 THENCE S N 88° 07' 46" E (sic) a distance of 39.15 feet to a point;  
 THENCE S 05° 30' 18" W a distance of 423.60 feet to a point;  
 THENCE S 03° 26' 47" W a distance of 165.42 feet to a point;  
 THENCE S 01° 00' 16" W a distance of 139.88 feet to a point;  
 THENCE S 16° 18' 59" E a distance of 36.08 feet to a point;  
 THENCE N 83° 29' 58" E a distance of 91.63 feet to a point;  
 THENCE N 84° 37' 38" E, in part by the southwesterly terminus of Berthelette Way, a distance of 177.99 feet to the **point of beginning**.

**TOGETHER** with the right to pass and repass, in common with all others now or hereafter lawfully entitled thereto, over said Berthelette Way (as shown and delineated on that certain plan of land recorded with the Worcester District Registry of Deeds in Plan Book 646, Plan 108) to and from Thayer Street for all purposes for which streets and ways are now, or may hereafter be, commonly used in said Millville.