

AGREEMENT OF LEASE, made as of the 23<sup>rd</sup> day of July, 2008 by and between the Town of Easton, Connecticut ("Landlord") and the Easton, Redding and Region 9 Boards of Education ("Tenant").

IN CONSIDERATION of the mutual agreements contained in this Lease and intending to be bound legally, the parties agree as follows:

ARTICLE 1. LEASED PREMISES:

- A. Landlord leases to Tenant, and Tenant hires from Landlord a portion of the property commonly known as 654 Morehouse Road, Easton, Connecticut being approximately 6,231 square feet as shown on the plans attached (leased premises").
- B. Landlord represents that it is the owner of the leased premises and has full authority to lease them in accordance with the terms of this Lease.

ARTICLE 2. DELIVERY OF PREMISES:

Landlord shall deliver leased premises refitted generally in accordance with the plans and specifications attached to this Lease. Tenant shall supply at least one representative to serve on the Central Office Building Committee. The cost of refitting shall be limited to \$400,000 and if the cost shall be greater than \$400,000 the rental shall be renegotiated.

ARTICLE 3. TERM:

- A. The term of this lease shall be ten (10) years commencing on 1/9/09, 2008 and ending on \_\_\_\_\_, 2018. The term is to commence upon delivery of the refitted leased premises to the Tenant at which time the dates in this Article shall be completed.
- B. Not less than 180 days prior to the end of the term, either party may notify the other that the party desires to renew the lease. The party shall then enter into negotiations to set the terms and conditions of a new lease for the leased premises.

ARTICLE 4. RENTAL:

- A. The annual base rental for the leased premises shall be \$75,000 for the first year which shall cover the period from July 1, 2008 to June 30, 2009. Since the tenant will not take occupancy until after July 1, 2008, the rental for the first year shall be prorated.
- B. The rental for each succeeding year of the lease shall be increased over the then current annual rental by a percentage equal to the increase in the United States all terms Consumer Price Index (or if such Index shall cease or shall be modified, a comparable index selected by the parties); provided, however, the increase in any year shall not exceed 3%.

- C. The Tenant shall pay to the Landlord all rentals, in advance, on the first business day of each month during the term of this Lease at the office of Landlord or such other place as Landlord may designate by written notice to Tenant. Tenant shall pay the rent without notice or demand and without abatement, deduction, counterclaim, set-off, or defense.

ARTICLE 5. USE:

Tenant shall use the premises for the Central Office operations of the Easton, Redding, and Region 9 Boards of Education and any other such use as agreed to with the landlord.

ARTICLE 6. INSURANCE AND INDEMNIFICATION:

The Landlord shall insure the building including the leased premises. The tenant shall carry such insurance on its personal property as it deems appropriate.

ARTICLE 7. PUBLIC UTILITIES AND CHARGES:

- A. Tenant shall pay directly to the supplier all charges for the following utilities or services actually used in connection with the leased premises:
1. Telephone and other communication services;
  2. Electrical usage as prorated for the premises.
- B. Landlord shall pay for normal water usage and for normal heat usage and for all other normal useages of utilities.

ARTICLE 8. MAINTENANCE AND REPAIRS:

- A. Landlord shall make all repairs to the leased premises, except those for damage caused by Tenant or its invitees.
- B. Tenant shall be responsible for all repairs to its personal property within the leased premises.
- C. Landlord shall supply basic cleaning and janitorial services for all common areas. Tenant shall supply any specialized or additional janitorial or cleaning services which it requires.

ARTICLE 9. ALTERATIONS:

- A. Tenant shall not make any alteration, addition or improvements to the leased premises without the prior written approval of Landlord.
- B. Tenant shall at its cost, replace any damaged or worn carpet.



#### ARTICLE 10. ACCESS TO PREMISES:

Landlord and its agents shall have the right to enter into and upon the leased premises upon reasonable notice from time to time during usual business hours, or at any time in the event of any emergency.

#### ARTICLE 11. QUIET ENJOYMENT:

Upon Tenant paying the rent and additional rent and performing all agreements of this Lease on Tenant's part to be performed, Tenant shall peaceably and quietly hold, occupy and enjoy the leased premises, subject, nevertheless, to the terms of this Lease.

#### ARTICLE 12. CAPTIONS:

The captions at the head of each article of this Lease are inserted for convenience and reference only and are not to be construed as affecting the contents or limiting the scope of the particular articles which they head.

#### ARTICLE 13. EXECUTION:

This is the sole agreement, and can only be amended in writing. This agreement replaces all pre-existing documents.

#### ARTICLE 14. MISCELLANEOUS:

- A. All agreements in this Lease shall be deemed to be "covenants" as though the words importing such covenants were set forth in each instance.
- B. Words used in the singular shall include the plural as appropriate and words used in the plural shall include the singular as appropriate, and words used in any gender shall include the other genders as appropriate.
- C. Any notice required or permitted under this Lease shall be in writing.
- D. Where any period would otherwise begin or end on a day not a business day, such period shall begin or end on the next regular business day.
- E. All schedules annexed to this Lease shall be dated and signed by the parties and shall be part of this Lease.

#### ARTICLE 15. SAVINGS:

If any portion of this Lease shall be found invalid, such invalidity shall not affect the validity of the remainder of this Lease.

#### ARTICLE 16. SUPPLEMENTARY RIGHTS:

The rights set forth in this Lease are not intended to be exclusive but in addition to all rights the Landlord and Tenant would otherwise have by law.

ARTICLE 17. ENTIRE AGREEMENT:

This Lease contains all the agreements made between the parties and may not be modified other than by an agreement in writing signed by each of the parties or its respective successor in interest.

ARTICLE 18. LEASE SUBJECT TO APPROPRIATIONS:

This Lease is subject to appropriations by the respective Boards of Finance of the Town of Easton and the Town of Redding and by appropriations by Region 9 acting as its board of finance. In the event that there shall not be sufficient appropriations in any year, this lease shall terminate.

Dated by Landlord at Easton, Connecticut this 24<sup>th</sup> day of July 2008.

Dated by Tenant at Monroe, Connecticut this 23<sup>rd</sup> day of July 2008.

Signed, Sealed and Delivered in the Presence of:

Althea J. Falco  
Witness ALTHEA J. FALCO

James A. Stanczyk  
Witness

Ed. Lepore  
Witness

Gyrcia M. Hoyt  
Witness

Landlord  
By: Monroe  
First Selectman

Tenant  
By: Margaret Sullivan  
Director of Finance + Operations

State of Connecticut        }  
                                          }  
County of Fairfield        }       ss

JULY 24 2008

Personally appeared, Thomas Herrmann, signer and sealer of the foregoing instrument, who acknowledges himself to be the selectman of the Town of Easton, and as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof I hereunto set my hand.

*Joan Kirk*

Commissioner of the Superior Court/

Notary Public

My Commission Expires:

**JOAN KIRK  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 31, 2012**

State of Connecticut }

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ss

7/23 2008

County of Fairfield }

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Personally appeared, Margaret Sullivan, signer and sealer of the foregoing instrument, who acknowledges himself to be of the Central Office of the Easton/Redding Region 9 Boards of Education, having its principal office and place of business in Monroe, Connecticut, and as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signed the name of the school districts by himself as the Director of Financial Operations

In witness whereof, I hereunto set my hand.

*Mary Bielek Enos*

~~Commissioner of the Superior Court/~~

Notary Public

My Commission Expires: 10/31/09

