

LEASE

LEASE Made this 12th day of September, 2006, and Amended June 28, 2022, at Town Meeting, by and between the Inhabitants of the Town of South Thomaston, a Maine municipal corporation with its office address being P.O. Box 147, South Thomaston, Maine 04858, hereafter called "Landlord," and Wessaweskeag Historical Society, a Maine nonprofit corporation with its registered agent's address being P.O. Box 62, South Thomaston, ME 04858, hereafter called "Tenant":

WITNESSETH:

1. PREMISES. In consideration of the rents, covenants and agreements herein reserved and contained on the part of the Tenant to be observed and performed, Landlord does hereby lease, demise and let to Tenant, and Tenant leases and takes from Landlord, the footprint of land identified as "New BLDG" and depicted in SCHEDULE A attached hereto and made a part hereof, located in South Thomaston, Knox County, Maine, and the town owned Arlene Hopkins Memorial Building, also known as the "Little Red Schoolhouse" and described in the deed from the Wessaweskeag Grange No. 350 to the Inhabitants of the Town of South Thomaston dated August 28, 1968 and recorded in the Knox County Registry of Deeds in Book 483, Page 540. The addition attached to the Little Red School House and occupying the footprint depicted in SCHEDULE A is the property of the Tenant who shall have use of the kitchen area, the basement and the parking area as needed, allowing the Town's coordinated use of same. Upon termination of this agreement, tenant shall have 30 days to remove any property, which may be conveniently removed. Any property not removed, including the building, will become the property of the Town of South Thomaston

2. TERM. The term of the lease began on September 12, 2006 and shall terminate on May 31, 2101 at midnight. This agreement will automatically extend in 20 year increments unless either party objects, 6 months prior to each extension. The 2022 amendment is contingent upon and shall become effective when the Library has completed its temporary move from the Little Red School House to the Gilford-Butler School.

3. RENT. Tenant agrees to pay Landlord for the term of this lease rent in the sum of one and 00/100 Dollars (\$1.00), which shall be payable on the signing of this lease.

Tenant further agrees to pay as additional rent an amount equal to the

Initials:

Landlord

Tenant

excess, if any, of the amount of Landlord's fire insurance upon the town premises which may be caused by the activities of the Tenant in and upon the town premises as compared to the cost of such insurance during the year 2002.

4. UTILITY EXPENSES.

All utilities, including heating and electricity costs, shall be paid by the Tenant while occupied by Tenant.

5. MAINTENANCE AND REPAIR EXPENSES.

A. Tenant shall keep the exterior and interior of Tenant's portion of the buildings reasonably clean and in good condition at all times. Tenant shall be responsible for routine maintenance and cleaning of the exterior and interior of the tenant's portion of the building, including but not limited to roof and siding repair, exterior painting, heating/electrical/air conditioning/plumbing systems upkeep, carpet cleaning, window cleaning, and removal of solid waste that Tenant generates. Tenant shall also be responsible for keeping the entry way and door reasonably clean and in good condition at all times.

B. Tenant shall be responsible for repairing any damage to Landlord's property caused by Tenant's activities, employees and clients.

C. Tenant shall be responsible for repairing any malfunction of or damage to water, heat, electrical, mechanical and air conditioning systems serving Landlord's property caused by Tenant's activities, employees and clients; including broken windows and plugged drains.

D. In the event Tenant fails in the MAINTENANCE AND REPAIR obligations indicated above, after having received reasonable notice from Landlord that such maintenance and repair is required, LANDLORD may elect to make such repairs and do such maintenance. Upon completion thereof Landlord shall submit an invoice for the costs of maintenance and repairs, which costs shall be due and payable as additional rent not later than the first day of the month following Tenant's receipt of Landlord's invoice.

E. Landlord shall keep the exterior of Landlord's portion of the building reasonably clean and in good condition at all times. Landlord shall be responsible for routine maintenance and cleaning of the exterior of the Landlord's portion of the building, including but not limited to

Initials:

Landlord

Tenant

roof and siding repair, exterior painting, heating/electrical/air conditioning/plumbing systems upkeep, and removal of solid waste that Landlord generates. Landlord shall also be responsible for keeping the entry way and door reasonably clean and in good condition at all times.

F. Landlord shall be responsible for repairing any damage to Tenant's property caused by Landlord's activities, employees and clients.

G. Landlord shall be responsible for repairing any malfunction of or damage to water, heat, electrical, mechanical and air conditioning systems serving Tenant's property caused by Landlord's activities, employees and clients; including broken windows and plugged drains.

H. In the event Landlord fails in the MAINTENANCE AND REPAIR Obligations indicated above, after having received reasonable notice from Tenant that such maintenance and repair is required, Tenant may elect to make such repairs and do such maintenance. Upon completion thereof Tenant shall submit an invoice for the costs of maintenance and repairs, which costs shall be due and payable not later than the first day of the month following Landlord's receipt of Tenant's invoice.

I. The Tenant shall act as steward for the Town property and report, on a semi-annual bases, the interior and exterior conditions of the Little Red School House and the kitchen. The Tenant shall maintain the interior cleaning of the Town property, always keeping it in good condition.

6. INSURANCE. Tenant agrees that it will maintain throughout the term of this lease a policy or policies of general liability insurance indemnifying Tenant and Landlord against all claims and demands for any personal injuries to or death of any persons and damage to or destruction or loss of property which may have or be claimed to have occurred on the leased premises in an amount no less than Landlord's insurer will accept. At the time of this agreement, coverage will be no less than \$1,000,000 per occurrence. Landlord will notify Tenant in writing if and when this minimum changes. Tenant will be responsible for insuring its own property located on the leased premises, and shall also be responsible for insuring itself against disruption of its business caused by fire or disaster, whether natural or man-made. Landlord shall be responsible for insuring its interest in the premises.

Initials:

Landlord

Tenant

7. ALTERATIONS TO PREMISES.

A. Landlord retains control of the property outside of the Tenant's leased areas, except that Tenant shall have access to such areas, as described in previous paragraphs. Tenant shall not affix anything to the exterior of the Town's building or leave or store articles on Landlord's property adjacent to the premises without Landlord's consent.

B. All alterations of premises must conform to applicable state and local codes and land use regulations.

8. SIGNS. Landlord will provide Tenant with space for signs to be located at places reasonably acceptable to Landlord. Tenant may place decorations or lettering on the windows and doors of the Tenant's premises which are reasonably acceptable to Landlord and conform to the municipal ordinances.

9. SUBLETTING. Tenant will not assign or sublet this lease or any part of the demised premises without the express written consent of Landlord.

10. INVOLUNTARY LOSS OF LEASEHOLD, (a) If an assignment shall be made by the Tenant to the Tenant's property for the benefit of its creditors; or (b) if the Tenant shall admit in writing its inability to pay its debts generally as they become due; or (c) if the Tenant's leasehold interest shall be taken upon execution; or (d) if Tenant shall consent to the appointment of a receiver of itself or the whole or a substantial portion of its property; or (e) if a petition is filed by or against the Tenant for adjudication as a bankrupt, or for reorganization or an arrangement under any provisions of the Bankruptcy Act as now or hereafter in force and effect, or any involuntary petition under any of the provisions of said Bankruptcy Act is filed against the Tenant and any such proceeding is not vacated or dismissed within (60) days thereafter, then and in any of such cases, the Landlord may lawfully, immediately or at any time thereafter, and without further notice of demand, enter into and upon the demised premises, or any part thereof, in the name of the whole and repossess the same as of its estate and expel Tenant and those claiming under Tenant and remove their effects, forcibly if necessary, without prejudice to any other rights or remedies which Landlord may have either under the terms hereof or the law in such cases provided.

11. ILLEGAL AND NOXIOUS ACTIVITIES. Tenant will not use the premises for

Initials:

Landlord

Tenant

any illegal activities, nor will Tenant engage in any activities that constitute violations of governmental land use laws, including municipal zoning and building codes. Tenant will not engage in activities that unreasonably interfere with Landlord's other Tenants or occupants of neighboring properties.

12. LANDLORD ACCESS. Tenant must permit Landlord and service personnel acting at Landlord's direction to enter Tenant's premises at reasonable times to service and repair systems.

Portions of the leased areas(s) will be designated and may be used by the Landlord, in coordination with the Town's EMA Director, as an Emergency Warming Center.

Landlord may temporarily relocate the library into the Little Red School House. If the library relocates into the Little Red School House, this lease shall automatically revert to the original 2006 version, for the duration of the temporary occupation.

13. BREACH OF LEASE.

A. Landlord shall have the right to terminate this lease and expel Tenant and bring an action for damages if the Tenant breaches any obligation hereunder, and such breach is not cured within fifteen (15) days of the receipt of written notice thereof, except that Landlord shall not be obligated to provide written notice if the default is with respect to Tenant's obligation to pay rent.

B. Tenant shall have all remedies provided by law, including injunctive relief, in the event that Landlord breaches any obligations hereunder.

14. CHOICE OF LAW. This agreement shall be construed according to the laws of the State of Maine.

IN WITNESS WHEREOF, the Landlord and Tenant have signed this lease as of the day and year first above written.

TENANT

Wessaweskeag Historical Society

By: _____
Michael Dumont, President

LANDLORD

Inhabitants of the Town of South Thomaston

By: _____
John Spear, Chair

Initials:

Landlord

Tenant

By: _____
Jeffrey Northgraves

By: _____

STATE OF MAINE
KNOX, SS:

Date:

Then personally appeared before me the above named Select Board members and acknowledged the foregoing instrument to be their free act and deed in their said capacity.

Before me,

Notary Public
My Commission Expires:

Printed Name of Notary

STATE OF MAINE
KNOX, SS:

Date:

Then personally appeared before me the above named Michael Dumont, in his capacity as President of the Wessaweskeag Historical Society and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Notary Public
My Commission Expires:

Printed Name of Notary

Attest a true copy.

*Terni-Lynn Baker
Town Clerk*

June 14, 2022

Initials:

Landlord

Tenant