

**Town of Littleton, NH
125 Main Street, Suite 200
Littleton, NH 03561
(603) 444-3996**

**LEASE AGREEMENT
Town Property**

This Lease is entered into on this ____ day of _____, 2011, by and between the Town of Littleton, Grafton County, NH, acting through its Town Manager, hereinafter referred to as "Lessor" and the Grafton County Senior Citizens Council, Inc. a New Hampshire not-for-profit corporation with a principal address of P.O. Box 433, Lebanon, NH 03766, hereinafter referred to "Lessee".

For Mutual Consideration

1. PREMISES: In consideration of the undertakings of Lessee hereinafter set forth, Lessor hereby Leases unto Lessee the property described as "Lot 2A" on the plan entitled "Subdivision of Property of Ronald P. Murro & Carolyn Murro" approved by the Littleton Planning Board on March 5, 1996 and recorded in the Grafton County Registry of Deeds as Plan #8578, consisting of 1.12 acres of land and the 6000 square foot building, more or less, and more particularly described in Exhibit A (hereinafter called "the Premises").
2. TERM OF LEASE: This Lease shall commence on April 1, 2011 and shall be for a period of twenty (20) years, or upon the Lessee abandoning the Leased Premises, whichever occurs first. "Abandoned" is defined as "to desert, forsake, relinquish, release all controls, cease to occupy or use" the Leased Premises for a multi-purpose senior center.
3. PAYMENT OF RENT: Lessee shall pay to Lessor, during _____ said term for the use and occupancy of the premises, in monthly installments, rent in the amount equal to the taxable value of the Premises.
4. POSSESSION: Lessor covenants that it is the legal owner of the premises in fee simple and has full right to make this Lease and that Lessee shall have possession of the premises during the term or terms of this Lease. Provided the Lessee fully and timely complies with all provisions of this Lease, Lessee shall have the right to peaceful possession of the premises without interference from Lessor, its agents and employees during the term of this Lease and any renewals thereof.
5. IMPROVEMENTS, MAINTENANCE & ALTERATIONS: Lessee shall not make any alterations, improvements, or changes to the premises without the prior written consent of the Lessor. Any signs which Lessee wishes to erect on the premises shall comply with all federal,

state and municipal laws, rules, regulations and ordinances and must be approved in advance by Lessor in writing.

In addition:

- (a) The Lessee shall be responsible for structural maintenance of the Building;
- (b) The Lessee shall be responsible for all maintenance and repairs of the exterior and interior of the Building, including all glass.
- (c) The Lessee shall be responsible for day-today plumbing maintenance, including replacement of toilets or water outlet facilities which may be necessary as a result of breakage.
- (d) The Lessor shall delineate seventeen (17) parking spaces on the Leased Premises, and the Lessee shall be responsible for maintenance and repair of that portion of the parking area which has been designated for Lessee's use.
- (e) The Lessee shall be responsible for the cost of repair and maintenance of the heating system.
- (f)
 - (i) The Lessee shall plow the Leased Premises at the current level and frequency and Lessor shall be allowed the use of the Lessee's designated parking area when Lessee is not using same, such as after hours, when there are no meetings and weekends.
 - (ii) The Lessee shall be responsible for trash removal.
 - (iii) The Lessee shall be responsible for lawn maintenance at the current level and frequency.
- (g) The Lessee shall not expand the Building footprint or bulk without the written consent of the Lessor.
- (h) The Lessee warrants to the Lessor that it will comply with applicable covenants or restrictions of record and applicable laws, building codes, regulations, and ordinances in effect, including environmental laws. The Lessee shall, during the term of the Lease, comply with all statutes, ordinances, rules, orders, regulations or requirements of the federal, state and town governments and of any and all of their departments and bureaus for the correction, prevention, and abatement of nuisances or other grievances, in or upon the Leased Premises, which must be complied with by reason of the nature of the use of the Leased Premises by the Lessee, and shall also comply with and execute all rules, orders and regulations of state and local fire officials for the prevention of fires, which must be complied with by reason of the nature of the use of the Leased Premises by Lessee. In the event that the Lessee determines that the cost of compliance with any of the foregoing laws, regulations, or the like will exceed the amount of funds available to Lessee, then Lessee may terminate the Lease with six months written notice to Lessor, provided that Lessee may give Lessor less notice of termination if the particular issue of non-compliance involves a potential health or safety hazard to the occupants of the building.

(i) The Lessee agrees to comply with the Americans with Disabilities Act and any amendments thereto which are applicable to the Leased Premises.

6. USE: The premises during the original term of this Lease, and any renewals thereof, and any holdover by Lessee, shall be used and occupied by Lessee for a multi-purpose senior center and for no other purpose or purposes without the written consent of Lessor, and Lessee shall not use the premises in violation of any federal, state, or municipal statute or ordinance, or of any regulation, order or directive of any governmental agency. Lessee shall neither commit nor suffer waste of the premises, and shall use the premises with care, and shall keep the premises and any improvements thereon in good repair, and shall not maintain, commit or suffer the maintenance or commission of any nuisance or unsightly or obnoxious things on the premises.

7. UTILITIES: Lessee shall, in Lessee's name, initiate, contract for, and obtain at Lessee's own expense, and shall fully and promptly pay for, all water, gas, oil, electricity, telephone service, sewerage, and other public utilities of every kind and description furnished to the premises throughout the original term of this Lease or any renewal term of this Lease, and all costs and expenses of every kind whatsoever of or in connection with the connection, disconnection, use, operation and maintenance of the premises and all activities conducted thereon or therein, and shall keep the premises free of liens therefor, and shall hold harmless and indemnify Lessor therefrom.

Lessee shall keep the premises and every part thereof free and clear of any and all mechanics', material men's, municipal utility and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, or any maintenance thereto, which Lessee may make or permit or cause to be made, or any work or construction by, or permitted by Lessee on or about the premises, or any obligations of any kind incurred by Lessee, and at all times shall fully and promptly pay and discharge any and all claims on which such lien may or could be based, and shall indemnify Lessor and all of the premises against all such liens and claims of liens and suits or other proceedings pertaining thereto.

8. LIABILITY. Lessor shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whosoever may at any time be using or occupying or visiting the premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Lessee or of any of Lessee's occupants, invitees, visitors or users of any portion of the premises, and Lessee shall indemnify Lessor against all claims, liability, loss and damage whatsoever on account of any such loss, injury, death or damage. Lessee hereby waives all claims against Lessor for damages to any and all property of Lessee in, on or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time, other than those caused by reason of the negligence or misconduct of Lessee, his agents or employees.

9. INSURANCE: Lessee shall maintain in effect at Lessee's own expense throughout the original term of this Lease and any renewal term of this Lease, and any holdover by Lessee, personal injury liability insurance covering the premises and its appurtenances in the amount of One Million Dollars (\$1,000,000.00) for injury to or death of any one person, and Three Million Dollars (\$3,000,000.00) for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of Five Hundred Thousand Dollars (\$500,000.00). Such insurance shall specifically insure Lessee against all liability assumed by Lessee hereunder, as well as liability imposed by law, and shall insure both Lessor and Lessee but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Lessor and Lessee. Such policies shall be written in a form satisfactory to Lessor and by insurance companies satisfactory to Lessor. Lessee shall pay all of the premiums therefor and deliver such policies, or certificates thereof, to Lessor, and in the event of the failure of Lessee, either to effect such insurance in the names herein called for, or to pay the premiums therefor or to deliver such policies, or certificates thereof, to Lessor, Lessor shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums therefor, which premiums shall be repayable to Lessor by Lessee within seven (7) days after demand therefor by Lessor, and failure of Lessee to repay the same shall carry with it the same consequence as failure to pay any installment of rent. Such insurance company shall agree, by endorsement upon the policy or by independent instrument furnished to Lessor, that it will give to Lessor thirty (30) days' written notice before the policy in question shall be altered or canceled.

10. WAIVER OF SUBROGATION:

(a) The Lessee hereby releases the Lessor from any and all liability for any loss or damage caused by fire or any other of the extended coverage casualties, even if such fire or other casualty shall be brought about by the fault or negligence of the Lessor or its agents, employees, or representatives.

(b) The Lessor hereby releases the Lessee from any and all liability for any loss or damage to the Leased Premises caused by fire or any of the extended coverage casualties, even if such fire or other casualty shall be brought about by the fault or negligence of the Lessee, its agents, employees, representatives, or other persons claiming under it.

11. DESTRUCTION OR CONDEMNATION: If the premises are partially destroyed in a manner which prevents the conducting of Lessee's use of the premises in a normal business manner, and if the damage is reasonably repairable within sixty (60) days after the occurrence of the destruction, and if the cost of repair is less than One Hundred Thousand Dollars (\$100,000.00), Lessor shall repair the premises and Lease payments shall abate during the period of repair. However, if the damage is not repairable within sixty (60) days, or if the cost of repair is One Hundred Thousand Dollars (\$100,000.00) or more, or if Lessor is prevented from repairing the damage by forces beyond Lessor's control, or if the property of which the premises

is a part is condemned, this Lease shall terminate upon twenty (20) days written notice of such event or condition by either party.

In the event the Leased Premises are destroyed or damaged by fire, the Lessee shall have the option of:

- (a) Restoring the Leased Premises as speedily as circumstances reasonably permit; or
- (b) Electing not to repair the Leased Premises and notifying the Lessor in writing, within thirty (30) days of such damage that the Lessee intends to abandon the use of the Building/or the remaining portion of the Leased Premises.

In the event the entire premises shall be appropriated or condemned or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and the rent for the rental period then in progress shall be adjusted as of such date, and Lessee shall thereupon be released from any liability thereafter accruing under this Lease. In the event a portion of the premises shall be so appropriated or condemned or taken under the power of eminent domain by any public or quasi-public authority, then Lessee shall at his option have the right to terminate this Lease as of the date of such taking upon his giving to Lessor written notice of such termination within fifteen (15) days after Lessor has notified Lessee in writing that the premises have been so appropriated or condemned or taken. In the event Lessee does not elect to terminate this Lease, then this Lease shall continue in full force and effect as to the portion of the premises not so appropriated or condemned or taken under the power of eminent domain by any public or quasi-public authority, and the rental to be paid this Lease and any renewal terms of this Lease, and the maximum amounts set in paragraph 2 of this Lease for the renegotiation of rent for certain renewal terms, shall be reduced by a percentage equal to the percentage which the portion of the premises so appropriated or condemned or taken under the power of eminent domain by any public or quasi-public authority bears to the total area of the premises as hereinbefore described. In the event of such appropriation or condemnation or taking of the premises or a portion thereof under the power of eminent domain by any public or quasi-public authority, then in any such condemnation proceedings Lessor and Lessee shall be free to make claim against the appropriating or condemning or taking authority for the amount of any damage done to them, respectively, as a result thereof.

12. COVENANT TO QUIET ENJOYMENT: The Lessee shall quietly enjoy the Leased Premises.

13. LESSOR'S RIGHT OF ENTRY: Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the premises and any improvements erected or constructed thereon by Lessee at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of no responsibility for alterations, additions or repairs, without any rebate of rent and without any liability to Lessee for any loss of possession of the premises thereby occasioned, and shall permit Lessor and the agents and employees of Lessor, at any time within the last thirty

(30) days prior to the expiration of the original term of this Lease or any renewal terms of this Lease, to place upon the premises any usual or ordinary "To Let" or "To Lease" or "For Sale" signs, and to exhibit the premises to prospective tenants and buyers at reasonable times.

14. ASSIGNMENT; SUBLETTING; BANKRUPTCY: The Lessee agrees that it will not assign, transfer, pledge or otherwise encumber this Lease or any interest therein, or sublet the Leased Premises or any part thereof. Lessee agrees that in the event any proceedings under any bankruptcy act or any amendment thereto shall be commenced by or against Lessee, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which Lessee is a party, with authority to take possession or control of the demised premises or the business conducted thereon by Lessee, and such receiver is not discharged within a period of thirty (30) days after his appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding paragraph shall be deemed to constitute a breach of this Lease by Lessee and shall, at the election of Lessor, but not otherwise, and without notice or entry or other action of Lessor terminate this Lease and also all rights of Lessee hereunder and in and to the demised premises and also rights of any and all persons claiming under Lessee.

15. DEFAULT: In the event Lessor or Lessee defaults in the performance of any term or condition in the Lease and such default remains unremedied for sixty (60) days after written notice thereof has been given to the defaulting party by the non- defaulting party, provided however, that said period shall be extended during such time as the defaulting party is making bona fide, diligent and reasonably continuous efforts to cure such default; then in the event of a default by Lessee, the Lessor may, without demand or notice to the Lessee to quit, terminate the Lease and Lessor may enter upon the Leased Premises and take possession thereof, whereupon this Lease shall absolutely terminate and there shall be no defense; or, in the event of a default by Lessor, Lessee may terminate this Lease upon sixty (60) days' notice to Lessor, whereupon the Lessor may enter upon said Leased Premises and take possession thereof, whereupon this Lease shall absolutely terminate and there shall be no defense.

The rights and remedies given to Lessor and Lessee in this Lease are distinct, separate, and cumulative remedies, and no one of them, whether or not exercised by Lessor or Lessee shall be deemed to be an exclusion of any of the others herein, or by law or equity provided.

In the event that Lessee abandons the Leased Premises within the meaning of Paragraph 22, then this Lease shall terminate and, without demand or notice to the Lessee to quit, the Lessor may enter upon said Leased Premises and take possession thereof, whereupon this Lease shall absolutely terminate and there shall be no defense.

16. REMEDIES: In the event that Lessee by failing or neglecting to do or perform any act or thing herein provided by it to be done or performed, shall be in default hereunder and such failure shall continue for a period of thirty (30) days after written notice from Lessor specifying the nature of the act or thing to be done or performed, then Lessor may but shall not be required to do or perform or cause to be done or performed such act or thing (entering upon the premises for such purposes, if Lessor shall so elect), and Lessor shall not be or be held liable or in any way responsible for any loss, inconvenience, annoyance or damage resulting to Lessee on account thereof, and Lessee shall repay to Lessor upon demand the entire expense thereof. Any act or thing done by Lessor pursuant to the provisions of this section shall not be or be construed as a waiver of any such default by Lessee, or as a waiver of any term or condition of this Lease or the performance thereof, or of any other right or remedy of Lessor, hereunder or otherwise.

17. TIME IS OF THE ESSENCE in this Lease, and of each and every term and condition hereof.

18. NOTICES: All notices, demands, or other writings to be given or made or sent hereunder, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, certified mail with return receipt requested postage prepaid, and addressed to the parties at the addresses specified above. The address to which any notice, demand, or other writing may be given or made or sent to any party as herein provided may be changed by thirty (30) days' written notice given by such party as herein provided.

19. NO WAIVER: The waiver by Lessor of, or the failure of Lessor to take action with respect to, any breach of any term or condition of this Lease shall not be deemed to be a waiver of such term or condition, or of any subsequent breach of the same, or of any other term or condition of this Lease. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any previous breach by Lessee of any term or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such previous breach at the time of acceptance of such rent.

20. COSTS; ATTORNEYS' FEES: If any action at law or in equity shall be brought to recover any rent under this Lease, or any other amount due under this Lease, or for or on account of any breach of, or to enforce or interpret any of the terms or conditions of this Lease, or for the recovery of the possession of the premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the court and shall be included in and made a part of any judgment or decree rendered.

21. SUBORDINATION: Lessee agrees that this Lease shall be subordinate to any mortgage that may now or hereafter be placed upon the premises by the Lessor, its successors and assigns, and any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements, and extensions thereof, provided the mortgagee named in said mortgage shall

agree to recognize this Lease in the event of foreclosure or other transfer of an interest in the property of which the Leased Premises is a part, if the Lessee has not abandoned the Leased Premises [or; if the Lessee is not then in default, such agreement to be by a non-disturbance agreement in form acceptable to Lessee's counsel.]

22. TERMINATION: Lessee shall immediately quit and surrender possession of the premises to Lessor at the termination of the original term of this Lease or of any renewal term of this Lease, or upon sooner termination of this Lease, in as good condition as reasonable use and wear will permit, damage by the elements accepted. The failure of Lessee so to surrender the premises and any subsequent holding over by Lessee, with or without the consent of Lessor, may at the option of Lessor result in the creation of a tenancy at will. Should a tenancy at will be created under this provision, such tenancy may subsequently be terminated by either party hereto by that party giving seven (7) days' written notice of intention so to terminate such tenancy to the other party to this Lease. This provision and the acceptance by Lessor of any rental as herein provided shall not constitute a waiver by Lessor of such holdover, nor shall any other act in apparent affirmation of such tenancy at will operate as a waiver of the right to terminate such tenancy or operate as an extension or renewal of this Lease, except as hereinbefore provided. All other terms and conditions of this Lease shall remain in full force during any tenancy at will created by any holding over by Lessee.

23. NOTICE OF ABANDONMENT: In the event that the Grafton County Senior Citizens Council should decide to abandon the building as described in this Lease, then Lessee shall notify the Lessor in writing a minimum of six months prior to the date of actual intended abandonment of said Building. In the event the Lessee fails to provide Lessor with six months' notice, Lessee shall be responsible for any costs of maintaining and securing the Building incurred by the Lessor during the remainder of any time period up to six months from the date of notice of abandonment to Lessor, unless Lessor or its agents, employees, successors, assigns, or another lessee occupies and uses the Building during said remainder period for any purposes whatsoever.

24. CUMULATIVE RIGHTS: All remedies hereinbefore and hereafter conferred upon Lessor shall be deemed cumulative, and no one exclusive of the other or of any other remedy conferred by law.

25. ENTIRE AGREEMENT; AMENDMENT: This agreement contains the entire understanding of the parties hereto, and no modification hereof shall be effective unless written and signed by all parties hereto.

26. BIND AND INURE: This Lease shall inure to the benefit of, and be binding upon, the parties hereto, their successors, legal, representatives, heirs, executors, administrators, and assigns, except as otherwise provided herein.

IN WITNESS WHEREOF, the said parties have hereunto set their hands on the day and year first above written.

LESSOR

LESSEE

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Address for giving notices:

Address for giving notices:

STATE OF NEW HAMPSHIRE

GRAFTON COUNTY, SS.

The foregoing instrument was acknowledged before me this ____ day of _____, 2011,
by _____ in his/her capacity as _____ of the
Town of Littleton.

Before me,

Notary Public/Justice of the Peace

My Commission Expires: _____

STATE OF NEW HAMPSHIRE

GRAFTON COUNTY, SS.

The foregoing instrument was acknowledged before me this ____ day of _____, 2011,
by _____ in his/her capacity as _____ of the
Grafton County Senior Citizens Council, Inc.

Before me,

Notary Public/Justice of the Peace

My Commission Expires: _____