

Selectmen Meeting
January 6, 2022, 1:00pm

Who attended: David Dufresne, Chair; Rich Eichacker, Vice Chair; Derick Veliz, Clerk

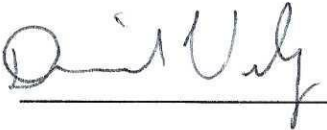
1. Call meeting to order: 1:21 pm

2. Signing of Lease agreement for the Temporary Police Station: The selectmen presented the lease to the Owners of Building 14, at 81 Pulaski St. West Warren. Dextrust said that they were fine with the lease but needed to change the name to Dextrust Development LLC in several places. Everyone was good with it. Mr. Eichacker made a motion to Accept the Lease 2nd, AIF Passed. All three Selectmen signed the Lease and the signer for Dextrust Development LLC signed.

3. Adjourn: Motion to adjourn 2nd, AIF Adjourned

Respectfully submitted by:

Karen L. Dusty, Administrative Secretary

A handwritten signature in dark ink, appearing to read 'D. Veliz', is written over a horizontal line.

Derick Veliz, Clerk

LEASE AGREEMENT

This Lease Agreement (this "Lease") is entered into on this 6 day of January, 2022 (the "Effective Date"), by and between **DEXTRUST DEVELOPMENTS, LLC**, having an address of 85 South Street, West Warren, MA 01092 ("Landlord"), and the **Town of Warren**, a Massachusetts municipal corporation, with its principal place of business at 48 High Street, Warren, Massachusetts 01083 ("Town" or "Tenant").

Recitals

WHEREAS, the Landlord is the owner of a parcel of land located at 70 Pulaski Street, Warren, containing approximately 10.2 acres of land, a driveway, a building (Building #14) containing 4,430 square feet, more or less (the "Building"), and including 20 parking spaces within the perimeter of the Building, landscaping, and other improvements, being Assessor's Parcel 21-0-62, and described more particularly in a deed recorded with the Worcester South Registry of Deeds in Book 43660, Page 43, and shown more particularly on the sketch plan attached hereto as Exhibit A (the "Property");

WHEREAS, the parties wish to set forth the terms and conditions under which Landlord will lease to the Town, and the Town will lease from the Landlord, the Property.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

SECTION 1 – PREMISES

Landlord does hereby demise, lease and let unto Tenant and Tenant does hereby take and lease from Landlord the Property, any and all easements, rights, privileges, licenses, covenants and other matters that benefit or burden the Property, and all other improvements now or hereafter constructed on the Property (collectively, the "Premises").

SECTION 2 – TERM

2.1 Term. The term of the Lease shall commence on the Commencement Date, as hereinafter defined, and continue for a period of seven (7) years therefrom, unless sooner terminated in accordance with this Lease (the "Term"). A "Lease Year" shall be each successive twelve (12) month period commencing either (i) on the Commencement Date, if the Commencement Date is the first day of a month, or else (ii) the first day of the first full month following the Commencement Date. If the Commencement Date is other than the first day of a month, then the Term of the Lease shall be extended by the number of days between the Commencement Date and the first day of the next full month. Any such partial month at the beginning of the Term shall be included in the first Lease Year, with the result that the first Lease Year may in fact include twelve (12) consecutive months, plus a partial month, and that the expiration of this Lease shall occur on the last day of a month. The parties acknowledge and agree that notwithstanding the foregoing, the parties shall be bound by all the provisions of this

Lease as of the Commencement Date.

2.2 Commencement Date. The Commencement Date shall be three (3) days from the issuance of a certificate of occupancy from all applicable state and local officials upon completion of the Initial Improvements, as defined in Section 5.

2.3 Early Termination. Tenant shall have the right, by giving written notice to the Landlord not less than ninety (90) days prior to the expiration of the fifth (5th) Lease Year, to terminate this Lease, without penalty, and without further recourse between the parties hereto.

SECTION 3 – RENT

3.1 Base Rent. Tenant agrees to pay Landlord base rent ("Base Rent") in the amount of Seventy-Nine Thousand Seven Hundred Forty and 00/100 (\$79,740.00) Dollars per Lease Year (\$6,645.00 per month) during the Term of this Lease, which monthly amount shall be paid, in advance, on the Commencement Date and on or before the 1st day of each month thereafter. The Base Rent is calculated at \$1.50 per square foot per month, which Landlord and Tenant agree and acknowledge is a discounted municipal rate given to the Town of Warren.

3.2 Additional Rent. In addition, Tenant shall, from the Commencement Date, pay all Utility Charges (defined in Section 4.4) during the Term hereof, in relation to the Premises (the "Additional Rent"). The Base Rent and the Additional Rent are referred to, together, as the "Rent." Rent shall be paid without counterclaim, notice, demand, abatement or offset at Landlord's address set forth above; provided, however, that such Utility Charges which are part of the Rent pursuant to Section 4.4 below, respectively, that are charged directly to Tenant shall be paid by Tenant directly to the authority, agency, party or entity charging such Utility Charges, so long as Tenant makes such payment on or before the date such payment is due, and provides Landlord with proof of payment promptly upon request.

SECTION 4 – TAXES AND UTILITIES

4.1 Impositions. Landlord shall pay any and all taxes, rates, charges, assessments, license fees, municipal liens, levies, excises, water and sewer charges, fees or other charges, whether general or special, or ordinary or extraordinary, of every kind and nature, including governmental or other impositions, charged, levied, assessed, or imposed, whether by federal, state, local, or any other public authority, during the Term hereof, in relation to the Premises, the Initial Improvements and any other improvements made by Landlord (collectively, the "Improvements"). All such charges shall be referred to herein as "Impositions."

4.2 Personal Property. Tenant shall pay promptly when due all taxes which may be imposed upon any and all personal property (including fixtures taxed as personal property) in, on or within the Premises directly to the assessing party.

4.3 Installation of Utilities. Landlord shall install and provide all facilities, utilities, and services to the Premises during the Term of this Lease, such as, but not limited to, water, steam, heat, gas, propane, hot water, electricity, light and power.

4.4 Utility Charges. Tenant shall pay or shall cause to be paid, as Additional Rent, directly to the utility provider, all charges, fees and other payments to be made, however called, for any and all utility services furnished to or used at the Premises ("Utility Charges").

SECTION 5 – LANDLORD IMPROVEMENTS

5.1 Initial Improvements. Landlord shall undertake certain improvements to the Building located on the Property, which improvements include, but are not limited to, those items specified on Exhibit B attached hereto, the interior design and build-out to conform to the plan attached hereto as Exhibit C (the "Initial Improvements"), at its sole cost and expense, and as shown on the Approved Plans (defined in Section 5.3). Landlord shall commence work on the Initial Improvements as soon as reasonably practicable following the Effective Date, but not later than ten (10) days therefrom (the "Construction Start Date"), which construction Landlord shall thereafter diligently and continuously prosecute to Final Completion (as defined below) in accordance with the Approved Plans (as defined in Section 5.3 below). For purposes of this Lease, construction of the Initial Improvements shall be deemed to have "commenced" upon the commencement of actual physical work (including, without limitation, site work) on the Premises pursuant to a full, unconditional building permit for the construction of the Initial Improvements, and "Final Completion" of the Initial Improvements will be deemed to have occurred upon the issuance of a permanent certificate of occupancy for the Initial Improvements. The Final Completion of the Initial Improvements shall occur on or before February 1, 2022 (the "Final Completion Date"). Tenant shall extend the Construction Start Date and/or the Final Completion Date for a period no longer than thirty (30) days if Tenant determines that Landlord has proceeded diligently in its performance (with any extensions beyond such thirty (30)-day period to be at Tenant's sole option), and Tenant shall reasonably extend the deadlines for events of Force Majeure (defined in Section 5.2). If Landlord, despite its diligent and good faith efforts, fails to commence construction by the Construction Start Date and/or to complete construction of the Initial Improvements by the Final Completion Date, as may have been extended as provided above, then the Tenant may elect to terminate this Lease by giving Landlord at least thirty (30) days prior written notice; provided, however, that if the Initial Improvements are commenced or completed, as the case may be, within such thirty (30)-day period, such termination notice shall be null and void and this Lease shall continue in full force and effect.

5.2 Force Majeure. If the commencement or the completion of the Initial Improvements is prevented or delayed beyond the Construction Start Date or the Final Completion Date, respectively, because of strikes, lockouts, labor troubles, inability to procure materials, power failures, riots, insurrection, war, appeals or litigation relating to any permits or licenses necessary to construct and use the Initial Improvements for the Permitted Uses (defined in Section 6), or other causes beyond Landlord's reasonable control (collectively, "Force Majeure"), then Landlord shall extend the Construction Start Date or the Final Completion Date, as the case may be, for a period up to thirty (30) days, provided that the Tenant is able, during such period, to reasonably conduct its police and safety operations for the Town. Landlord shall notify Tenant in writing of the Force Majeure event promptly after the occurrence thereof, and shall comply with its obligations as soon as the cause for the delay has been eliminated.

5.3 Approved Plans. Tenant and Landlord have agreed on plans and specifications for the construction of the Initial Improvements on the Premises, showing in detail the location,

layout and the design of the Initial Improvements, the landscaping, and all other improvements to be constructed on the Premises, which plans and specifications are shown on a plan entitled "EXHIBIT C," prepared by ERIK RHODIN and overseen DERICK VELIZ, dated December 20th.2021 , a copy of which is on file with Landlord and Tenant (the "Approved Plans"). Landlord shall not deviate materially from the Approved Plans without obtaining Tenant's prior written consent.

5.4 Tenant's Alterations, Improvements, and Changes Permitted. Tenant shall have the right during the Term of this Lease to make such other alterations, improvements, removals, additions, replacements and/or changes to the Initial Improvements and/or the Premises (the "Alterations") from time to time as Tenant deems necessary or convenient, provided that, before making any major or structural Alterations, Tenant shall submit to the Landlord detailed plans and specifications showing the Alterations to be made and obtain the Landlord's written approval thereof at least thirty (30) days prior to undertaking the same, such consent not to be unreasonably withheld, delayed or conditioned.

5.5 Required Permits. Landlord and Tenant shall obtain and maintain all permits, approvals and licenses from governmental authorities ("Required Permits") required for construction, use and operation of the Initial Improvements and Improvements, as the case may be, and shall, upon written request, provide the other with a copy of each. Upon completion of the Initial Improvements and prior to occupying the Premises, Landlord shall obtain from each authority granting the Required Permits such evidence of approval ("Required Approval") as may be necessary to permit the Premises to be used and occupied for the Permitted Uses.

5.6 Ownership of the Improvements. During the Term, the Initial Improvements made to the Premises by Landlord shall belong to and be vested in Landlord, and Landlord shall be entitled to any depreciation deductions and investment tax credits thereon for income tax purposes. Upon the expiration or earlier termination of this Lease, the Initial Improvements shall remain at the Premises, in good condition, subject only to ordinary wear and tear. Improvements made by Tenant shall be owned by Tenant, and may be removed at the expiration or earlier termination of this Lease.

5.7 Manner of Construction; Cost of Initial Improvements. Landlord shall construct the Initial Improvements in a good and workmanlike manner, in compliance with Legal Requirements and good engineering and construction practices. The Initial Improvements shall be constructed in material compliance with the Approved Plans and in strict compliance with the Required Permits.

5.8 Inspection of Improvements. Tenant's representatives may enter upon the Premises from time to time on reasonable notice to Landlord for the purpose of inspecting the Improvements being constructed by Landlord. Tenant shall have the right to inspect the work prior to the issuance of a certificate of occupancy to determine material conformity with the Approved Plans and other plans approved by Tenant, and may direct Landlord to perform such additional work as may be necessary to materially conform with said plans.

SECTION 6 – PERMITTED USES

Tenant shall, during the Term of this Lease and for so long as Tenant remains in occupancy of the Premises, use the Premises for purposes of a police and safety facility. Landlord acknowledges the nature of the Permitted Uses, and that the Premises will be open to the public, and be used for such other purposes as are reasonably associated with a police and safety facility.

SECTION 7 – REPAIRS AND MAINTENANCE

7.1 Repair and Maintenance. Throughout the Term of this Lease, Landlord, at its sole cost and expense, shall take good care of the Premises (including all Improvements) and all privately owned roadways, parking areas, curbs, landscaped areas, fences and entranceways adjoining the same, all structural elements of and systems serving the Building, and shall keep the same in good, safe and clean order and condition, and shall make all necessary repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen in order to keep the Premises in the condition required hereunder throughout the Term. Tenant shall keep the Premises free of accumulations of dirt and rubbish, and shall use all reasonable precautions to prevent waste, damage or injury to the Premises, and shall be responsible for removing ice and snow therefrom during the Term of this Lease.

7.2 No Obligation of the Tenant. Except as otherwise expressly provided herein, the Tenant shall in no event be required to maintain or repair or to make any alterations, restoration, replacements, changes, additions or improvements to the Premises.

SECTION 8 – INSURANCE

8.1 Property Insurance. Landlord shall, at its sole expense, obtain and keep in force during the Term, “all-risk” property insurance coverage insurance on the Building and other Improvements, including, but not limited to, machinery and boilers, naming Landlord as the insured, and otherwise in the customary form for property insurance coverage of buildings of similar character in the Primary Metropolitan Statistical Area that includes the Town of Warren, naming Tenant as an additional insured. The amount of such insurance will be set forth on an “agreed amount endorsement” to the policy of such insurance and will not be less than 100% of the full replacement value of the Building and other Improvements, as determined from time to time.

8.2 Liability Insurance. Throughout the Term of this Lease, Tenant shall maintain, for the benefit of Tenant, and naming Landlord as an additional insured, the following insurance: (i) commercial general liability insurance, written on an occurrence basis, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring against any and all liability of Tenant, including, without limitation, coverage for contractual liability and broad form property damage, with respect to the Premises or arising out of the maintenance, use, or occupancy of the Premises; and (ii) excess liability (so-called umbrella) coverage having a limit of Two Million Dollars (\$2,000,000.00) written on an occurrence basis. Such liability insurance shall be primary and not contributing to any insurance available to Landlord, and Landlord’s insurance shall be in excess thereto.

8.3 Personal Property Insurance. Throughout the Term, Tenant shall maintain personal property insurance insuring all equipment, trade fixtures, inventory, fixtures and personal property located on or in the Premises for perils in amount at least equal to the full replacement cost thereof.

8.4 Insurance Carriers, Policies. All insurance provided for in this Section 8 shall be effected under valid and enforceable policies, issued by insurers of recognized responsibility licensed and doing business in Massachusetts and having a so-called Best's Rating of "A" or better, or, if such rating is no longer issued, an equal or better rating by a successor insurance carrier rating service reasonably acceptable to Landlord. Tenant shall submit duplicate originals of all the policies required to be carried hereunder on the Commencement Date and on each anniversary thereof, or at Landlord's reasonable request.

8.5 Adjustment. All policies of insurance provided for in Section 8 hereof shall name Landlord as an additional insured. The loss, if any, under such policies shall be adjusted with the insurance companies by Landlord and shall be payable to Tenant and Landlord as the loss payees as their interests may appear. All such policies shall provide that the loss, if any, thereunder shall be adjusted and paid as hereinabove provided. Each such policy shall, to the extent obtainable, contain a provision that no act or omission of any of the Tenant or its officials, employees, contractors, representatives or agents shall affect or limit the obligation of the insurance company so to pay the amount of any loss sustained.

8.6 Non-cancellation. Each policy or binder issued by an insurer shall, to the extent obtainable, contain an agreement by the insurer that such policy shall not be canceled, non-renewed or substantially modified without at least thirty (30) days' prior written notice to Landlord.

8.7 Landlord's Right to Pay Premiums. Tenant shall pay all of the premiums for all the policies of insurance required under Sections 8.2 and 8.3, and the cost of such insurance shall be deemed to be Additional Rent under this Lease; provided, however, that such insurance premiums may be paid by Tenant directly to its insurer, so long as Tenant makes such payment on or before the date such payment is due. In the event of the failure of Tenant, either to effect insurance in the names called for in this Lease or to pay the premiums for the insurance or to deliver the policies to Landlord, Landlord shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums for such insurance, which premiums shall be repayable to Landlord as Additional Rent on demand. Failure to repay the same shall carry with it the same consequence as failure to pay Rent.

SECTION 9 – DAMAGE OR DESTRUCTION

If the Premises or any portion thereof shall be substantially destroyed or damaged by fire or other casualty, or taken by any public or quasi-public agency or authority by right of eminent domain, and Tenant is unable to use the Premises for the Permitted Uses in a manner comparable to such use prior to such casualty/condemnation or if Landlord chooses not to repair the damage or rebuild, this Lease shall terminate at the election of either Landlord or Tenant. Any such termination shall be effective thirty (30) days after the date of notice thereof.

SECTION 10 – TRANSFER OF TENANT’S INTEREST

Tenant will not assign this Lease or any interest in this Lease or sublet or permit any other person to occupy the Premises or any portion thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned.

SECTION 11 – DEFAULT AND TERMINATION

11.1 Events of Default. Each of the following events shall be deemed an “Event of Default” hereunder:

(a) if Tenant shall fail to pay, as and when due, any payment of Rent or other sums payable under this Lease, and such failure shall continue for a period of thirty (30) days after written notice from Landlord to Tenant;

(b) if Tenant shall fail to maintain any insurance required to be maintained by Tenant hereunder, and such failure shall continue for a period of thirty (30) days after written notice from Landlord to Tenant;

(c) if Tenant shall fail to perform or comply with any of the other terms, covenants or conditions in this Lease and such failure shall continue for a period of forty-five (45) days after written notice from Landlord to Tenant specifying the items in default, or in the case of a default or a contingency which cannot with due diligence be cured within such forty-five (45) day period, within such additional time reasonably necessary provided Tenant commences to cure the same within such forty-five (45) day period and thereafter prosecutes the curing of such default with diligence (but in no event shall such additional period exceed ninety (90) days); and

(d) if Tenant shall initiate the appointment of a receiver to take possession of all or any portion of the Premises or Tenant’s leasehold estate for whatever reason, or Tenant shall make an assignment for the benefit of creditors, or Tenant shall initiate voluntary proceedings under any bankruptcy or insolvency law or law for the relief of debtors; or if there shall be initiated against Tenant any such proceedings which are not dismissed or stayed on appeal or otherwise within ninety (90) days, or if, within ninety (90) days after the expiration of any such stay, such appointment shall not be vacated or stayed on appeal.

11.2 Remedies. Upon an Event of Default, Landlord at any time thereafter may give written notice to Tenant specifying in reasonable detail the nature of such Event or Events of Default and stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least thirty (30) days after the giving of such notice if the Event of Default is a Monetary Default (the “Monetary Termination Notice”), and which shall be at least sixty (60) days for Non-Monetary Defaults (the “Non-Monetary Termination Notice”). Upon the date specified in such Monetary Termination Notice or the Non-Monetary Termination Notice, as the case may be, this Lease and the Term hereby demised and all rights of Tenant under this Lease shall expire and terminate (unless prior to the date specified for termination the Event or Events of Default shall have been cured, in which case this Lease shall remain in full force and effect), and Tenant shall remain liable as hereinafter provided. In the event that Tenant elects not to remove Tenant Improvements, as provided in

Section 12.1, all the Tenant Improvements shall become the property of Landlord without the necessity of any deed or conveyance from Tenant to Landlord. Tenant agrees upon request of Landlord to immediately execute and deliver to Landlord any deeds, releases or other documents deemed necessary by Landlord to evidence the vesting in Landlord of the ownership of all Tenant Improvements. Upon such termination, Landlord may re-enter the Premises and dispossess Tenant and anyone claiming by, through or under Tenant by summary proceedings or other lawful process.

11.3 Landlord's Right To Perform Tenant's Covenants. (a) Upon an Event of Default, Landlord may, but shall be under no obligation to, take any and all actions to cure such default. Without limiting the foregoing, Landlord may enter upon the Premises (after ten (10) days' written notice to Tenant except in the event of emergency) for any such purpose, and may take any and all action as may be necessary or convenient to cure the same, including, without limitation, making any payments required to cure any Events of Default. Notwithstanding the foregoing, the parties hereby agree that Landlord shall have the right to pay any premiums for insurance required to be maintained by Tenant hereunder, and the amount paid by Landlord shall be repaid by Tenant, upon demand.

(b) Landlord shall not be liable for inconvenience, annoyance, disturbance or other damage to Tenant or any operator or occupant thereof by reason of making such repairs or the performance of any such work, or on account of bringing materials, tools, supplies and equipment onto the Premises during the course thereof, and the obligations of Tenant under this Lease shall not be affected thereby. Landlord shall use reasonable efforts to minimize interference with the use of the Premises for the Permitted Uses.

(c) All reasonable sums so paid by Landlord and all reasonable costs and expenses incurred by Landlord shall be paid by Tenant to Landlord as Additional Rent on demand. If Landlord shall exercise its rights under Section 11.3(a) to cure a default of Tenant, Tenant shall not be relieved from the obligation to make such payment or perform such act in the future, and Landlord shall be entitled to exercise any remedy contained in this Lease if Tenant shall fail to pay such obligation to Landlord upon demand. All costs incurred by Landlord hereunder shall be presumed to be reasonable in the absence of a showing of bad faith, clear error, or fraud.

11.4 No Waiver. No failure by either Landlord or Tenant to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by either Landlord or Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver by Landlord or Tenant of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

11.5 Injunctive Relief. In the event of any breach or threatened breach by Tenant or Landlord of any of the agreements, terms, covenants or conditions contained in this Lease, the other party shall be entitled to enjoin such breach or threatened breach and shall have the right to

invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were provided for in this Lease.

11.6 Remedies Cumulative. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

SECTION 12 – SURRENDER; HOLD-OVER

12.1 Surrender. (a) Tenant shall, on the expiration or earlier termination of this Lease, have the right, but not the obligation, to remove the Tenant Improvements from the Premises, provided Tenant gives Landlord written notice to Landlord within thirty (30) days prior to the expiration or earlier termination of this Lease. Tenant shall quit and peacefully surrender and deliver up the Premises, including the Tenant Improvements (if Tenant elects not to remove the same), to the possession and use of Landlord without delay and in good order, condition and repair (excepting only reasonable wear and tear and damage from a Taking or from a fire or other casualty after the last repair, replacement, restoration or renewal required to be made by Tenant, all as provided under this Lease). The Premises shall be surrendered free and clear of all liens and encumbrances other than those existing the day before the Commencement Date or created or suffered by Landlord, and shall be surrendered without any payment by Landlord on account of the foregoing Tenant Improvements (if Tenant elects not to remove the same). Upon or at any time after the expiration or earlier termination of this Lease, Landlord shall have, hold and enjoy the Premises and the right to receive all income from the same.

(b) Tenant shall remove from the Premises all personal property within thirty (30) days after the expiration or termination of this Lease.

16.2 Holdover. If Tenant or any party claiming by, through or under Tenant, retains possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes (i) an Event of Default under the Lease, or (ii) a month-to-month tenancy, upon the terms and conditions set forth in this Lease, or (iii) the creation of a tenancy-at-sufferance, in any case upon the terms and conditions set forth in this Lease. The provisions of this Section shall not constitute a waiver by Landlord of any right of re-entry as set forth in this Lease; nor shall receipt of any Rent or any other act in apparent affirmance of the tenancy operate as a waiver of Landlord's right to terminate this Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

12.3 Survival. The provisions of Section 12 shall survive the expiration or sooner termination of this Lease.

SECTION 13 – ESTOPPEL CERTIFICATES

Landlord and Tenant promptly shall execute and deliver to each other or to any institutional mortgagee, within thirty (30) days after request, a certificate as to matters customarily requested in connection with estoppel certificates, including, without limitation, whether or not (i) the Lease is in full force and effect, (ii) the Lease has been modified or amended in any respect and describing such modifications or amendments, if any, and (iii) there are any existing defaults thereunder to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any. Any such certificate may be relied upon by Landlord, Tenant, any institutional mortgagee, and any transferee or assignee of this Lease.

SECTION 14 – MISCELLANEOUS

14.1 Amendments to Lease. This Lease may not be amended, modified, supplemented or extended except by a written instrument executed by Landlord and Tenant.

14.2 Notices. Any and all notices, demands, requests, submissions, approvals, consents, disapprovals, objections, offers or other communications or documents required to be given, delivered or served, or which may be given, delivered or served, under or by the terms and provisions of this Lease or pursuant to law or otherwise, shall be in writing and shall be delivered by hand, nationally recognized overnight express commercial service such as “Federal Express” (in either case with evidence of delivery or refusal thereof), or by registered or certified mail, return receipt requested,

addressed if to Tenant to: Town of Warren
Warren Town Hall
48 High Street
Warren, MA 01083
Attention: Board of Selectmen

with a copy to: Katharine Lord Klein, Esq.
KP Law, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110

or to such other address as Tenant may from time to time designate by written notice to Landlord,

or if to Landlord addressed to: DEXTRUST DEVELOPMENTS, LLC
85 South Street
West Warren, MA 01092

with a copy to:

or to such other address as Landlord may from time to time designate by written notice to Tenant, or to such other agent or agents as may be designated in writing by either party. The

earlier of: (i) the date of delivery or upon which delivery was refused if sent by overnight express commercial service or by hand, or (ii) the date of delivery or upon which delivery was refused as indicated on the registered or certified mail return receipt shall be deemed to be the date such notice or other submission was given.

14.3 Severability. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

14.4 Quiet Enjoyment. Tenant, upon paying the Rent and other charges herein provided for and observing and keeping all covenants, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Term of this Lease without hindrance by anyone claiming by, through or under Landlord, subject, however, to the exceptions, reservations and conditions of this Lease and matters of record. The foregoing shall not create any liability on the part of Landlord for any defects in or encumbrances on Landlord's title existing as of the date hereof.

14.5 Integration. All prior understandings and agreements between the parties with respect to this Lease are merged within this Lease, which alone fully and completely sets forth the understanding of the parties.

14.6 Bind and Inure. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns.

14.7 Notice of Lease. Landlord and Tenant mutually agree to execute herewith, in triplicate, a Notice of Lease in recordable form with respect to this Lease, which shall be recorded forthwith with the Worcester South Registry of Deeds, and agree to execute, upon termination of this Lease for whatever cause, a Notice of Termination of Lease in recordable form for recording with said Registry of Deeds.

14.8 Captions. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

14.9 Massachusetts Law Governs. This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts, and any actions, suits or other claims pertaining or relating to this Lease shall be brought within the courts of the Commonwealth of Massachusetts.

14.10 No Partnership or Joint Venture. Nothing contained under this Lease shall be construed to create a partnership or joint venture between Landlord and Tenant or to make Landlord an associate in any way of Tenant in the conduct of Tenant's business, nor shall Landlord be liable for any debts incurred by Tenant in the conduct of Tenant's business, and it is understood by the parties hereto that this relationship is and at all times shall remain that of

landlord and tenant.

14.11 Prevailing Party. In any litigation between the parties arising out of this Lease, or in connection with any other actions taken or notices delivered in relation to a default by any party to this Lease, the non-prevailing party shall pay to the prevailing party the prevailing party's reasonable attorneys' fees and costs incurred in connection with the enforcement of the terms of this Lease.

14.12 Brokers. Landlord and Tenant each warrants and represents to the other that it has had no dealings or negotiations with any broker or agent in connection with this Lease. Each agrees to pay, and shall hold the other harmless and indemnified from and against any and all costs, expenses (including without limitation counsel fees) or liability for any compensation, commissions and charges claimed by any broker or agent resulting from any such dealings by the indemnifying party with respect to this Lease or the negotiation therefor.

Exhibits:

Exhibit A: Plan of Property
Exhibit B: List of Improvements
Exhibit C: Floor Plan


[Signatures on Following Page]

EXECUTED as of the date first set forth above.


TOWN OF WARREN,
By its Board of Selectmen



David P. Dufresne, Chairman





Richard J. Eichacker, Vice-Chairman



Derick R. Veliz, Clerk

LANDLORD:
DEXTRUST DEVELOPMENTS, LLC

By  

Name: Samuel Tymothen Kennedy
Title: CEO



SEE SHEET 1 OF 4 FOR LEGEND AND ADDITIONAL NOTES

PROGRESS PRINT

FOR REGISTRY USE ONLY

I CERTIFY THAT THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES OF EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN. MASS. GENERAL LAWS, CHAPTER 41, SECTION 81X.

I CERTIFY THAT THE PREPARATION OF THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS, AS REVISED THROUGH JANUARY 12, 1988.

I CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LAYOUT, LOCATION, UNIT NUMBER, DIMENSIONS OF THE UNITS AS-BUILT AND EXCLUSIVE USE AREAS.

PROFESSIONAL LAND SURVEYOR

DATE



West Warren Condominium

Condominium Site Plan of Land
IN
Warren, Massachusetts
(Worcester County)

Record Owner: West Warren Complex, LLC
Scale: 1" = 30' Date: June 3, 2009

SCHOFIELD BROTHERS OF NEW ENGLAND, INC.
ENGINEERING SURVEYING PLANNING

1071 WORCESTER ROAD
FRAMINGHAM, MASSACHUSETTS 01701
Telephone: (508) 878-0030 Fax: (508) 878-1787
Email: mail@schofieldbros.com

Sheet No. 4 of 4 Project No. 23587

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EXHIBIT B

List of Improvements

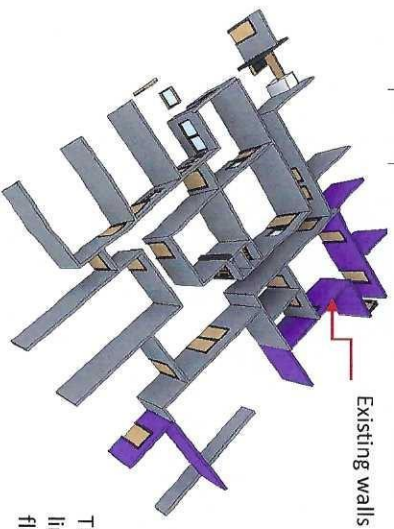
1. Electrical, plumbing, back-up generator, propane tank, HVAC system, walls, carpets, paint, lighting, signage and flag.
2. Wiring to serve the computers, other IT equipment and card access system of the Tenant, provided, however, Tenant shall be responsible to supply, install and maintain the computers, IT equipment and card access system for the Permitted Uses.
3. Improvements near and around south door, including such grading needed to access the Building.
4. Vehicle access way to the south door.
5. Fenced "bay" that facilitates the secure loading and unloading of prisoners, with 8-foot chain link fence topped with barbed wire, and having an electronic, remote-controlled sliding gate.
6. Vehicle storage shelter for six (6) police vehicles with a rigid roof of metal or other material to keep the elements off of the police vehicles.
7. Installation of four (4) security cameras, one on each side of the Building.



OPTION C



Warren Police Station Proposed Layout



These information is only an estimate based on linear feet of a standard metal stud wall. Tile floor, carpet and 2x4 ceiling.

MATERIALS	Column1	QUANTITY
Interior 8' Walls		455 ft
Vertical metal studs		450 studs
Horizontal metal studs in linear feet		120 studs
Total Metal Studs		570 8' studs
DryWall 5/8-in x 4-ft x 8-ft		250 units
Primer (gallons)	25	25 gal
Paint (gallons)	25	25 gal
Doors		20
Windows		
Small window at entrance		1
Large window in Chief Office		1
Interior Windows		5
Floors / Ceiling		
Tile Floor in SQ FT	600	
Carpet in SQ FT	900	
Ceiling in SQ FT	3000	
Floor Trim (linear feet)		910
Concrete floors (sealer)	4400	
Electric		
Switches		40
Outlets		70
Light units		90
Smoke Detectors		16