



Ellington Public Schools

47 Main Street • PO Box 179
Ellington, Connecticut 06029

(860) 896-2300

Don Fish
Ellington Place Associates
220 Hartford Turnpike
Vernon, CT 06066

Re: Notice of Intent to Extend Lease – 105 West Road, Ellington, CT

Dear Ellington Place Associates;

Pursuant to Section II, Paragraph C of the Commercial Lease dated May 27, 2021, for the premises located at 105 West Road, Ellington, CT (Former space of K-Rockets), the Board of Education, Town of Ellington (the "Tenant"), hereby provides formal notice of its intent to exercise the first five (5) year extension option.

The extended term (the "First Option Period") shall commence on August 1, 2026, and terminate on July 31, 2031.

Consistent with the terms of the existing agreement, the rent for this renewal period shall continue at the rate of \$3,388.56 per month, totaling an annual rent of 40,662.72.

Please note that all other terms, provisions, covenants, and conditions as contained in the original lease shall remain in full force and effect during this extension period.

Best regards,

Greg Kliman
Director of Facilities
Ellington Public Schools

COMMERCIAL LEASE

THIS INDENTURE, made this 27th day of May 2021, by and between **Ellington Place Associates**, of the Town of Vernon, County of Tolland and State of Connecticut, hereinafter referred to as the "LANDLORD", and **THE BOARD OF EDUCATION, TOWN OF ELLINGTON**, of the Town of Ellington, County of Tolland, and State of Connecticut 06029, hereinafter referred to as the "TENANT",

RECITALS

1. Landlord is the sole owner of the premises described below and desires to lease a portion of the premises to a suitable Tenant for business purposes.
2. The parties desire to enter into a lease agreement defining their rights, duties, and liabilities relating to the premises.

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

SECTION I SUBJECT AND PURPOSE

Landlord leases a portion of the building located on land in the Town of Ellington, County of Tolland and State of Connecticut, known as **105 West Road**, (Former space of K-Rockets), which is a portion of the Ellington Center Shopping Center, containing approximately 2,107 square feet, to Tenant for Tenant's use as follows:

Tenant may use the Premises to conduct the business of a SCHOOL AND OFFICES and nothing else. The space may not be used for any other purpose without the prior written consent of Landlord. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

SECTION II TERM AND RENT

- A. Landlord demises the above premises for a term of SIXTY (60) Months, commencing on the 1st day of August 2021 at 12:01 A.M. and terminating on the 31st day of July 2026, at 11:59 P.M., or sooner as provided herein.
- B. The **Base Rent** for the space will be **Twenty seven thousand three hundred dollar ninety one. (\$2,282.58) per Month**, payable in monthly installments in advance. All rental payments shall be made to Landlord at the address specified herein. Tenant shall pay additional rent as specified in Section III hereof.
- C. **EXTENSION:** Tenant shall have the option of TWO (2) extensions for a period of FIVE (5) years each. Tenant shall notify the Landlord in writing not less than three (3) months prior to the expiration of the current term, that the tenant wants to exercise such extension. If the Tenant does not provide notice of extension, the lease shall expire on July 31st of the then-current year. Such extensions shall be upon the same terms, provision, covenants, and conditions as are contained in this lease except as to rent, which rent shall be determined as provided herein.

Landlord



Tenant



105 West Road, V2

Rent for the "First Option Period", August 1, 2026 to July 31, 2031, shall be increased to an amount equal to ninety five (95%) per cent of the fair market value, as of August 2026, of similarly situated commercial leasehold spaces, as in the Town of Ellington, Tolland, Vernon, Manchester and Somers, CT. Rent shall be agreed to in writing between Landlord and Tenant not later than eight months prior to the expiration of the Initial Term, and not later than one month after notice of intent by Tenant to extend the lease. If the parties fail to agree to such rental terms within such time period, they shall at the option of the Tenant submit to arbitration as hereinafter set forth. The Rent so agreed to between Landlord and Tenant shall remain fixed, subject to the provisions of Article IV, Article VIII and IX as hereinbefore provided.

Rent for the "Second Option Period", August 1, 2031 to July 31, 2031 shall be increased to an amount equal to ninety five (95%) per cent of the fair market value, as of August 2031, of similarly situated commercial leasehold spaces, as in the Town of Ellington, Tolland, Vernon, Manchester and Somers, CT. Rent shall be agreed to in writing between Lessor and Lessee not later than eight months prior to the expiration of the First Option Period, and not later than one month after notice of intent by Tenant to extend the lease. If the parties fail to agree to such rental terms within such time period, they shall at the option of the Tenant submit to arbitration as hereinafter set forth. The rent so agreed to between Landlord and Tenant shall remain fixed.

In the event the parties cannot agree on the rental amount, then they shall retain a real estate appraiser to determine the fair market rent. If the parties cannot mutually agree on an appraiser, then each party shall select an appraiser and those two appraisers shall have thirty (30) days within which to agree on the fair market rent. In the event that the two appraisers cannot agree on an amount they shall appoint a third appraiser, and the determination of two out of three appraisers shall establish the fair rental value. If the appraisers shall fail to appoint a third appraiser with twenty (20) days, then the matter shall be submitted to the American Arbitration Association for determination in accordance with its commercial arbitration rules. The determination by the Appraiser or appraisers, or the results of the arbitration, as the case may be, shall be conclusive and binding upon parties. The costs of the third appraiser, or of the arbitration proceeding if the same is necessary, shall be borne equally by the parties.

D. **ADDITIONAL RENT, TAXES:** Tenant agrees to pay to landlord as additional rent, taxes in the sum of 3300.10 or 275.00 per month, an applicable share of the total taxes due on the entire shopping center. If Tenant receives a tax waiver for the sum or part of the taxes due on its share of the property, the Landlord shall pass along the savings in full to the Tenant. **Tenant shall pay all taxes assessed on improvements in the demised premises made by tenant.** This amount may be increased by the applicable percentage increase within the tax assessment for the property on an annual basis. In the event of nonpayment, Landlord shall have all the rights and remedies as herein provided for failure to pay rent.

E. **ADDITIONAL RENT, COMMON CHARGES:** Landlord shall provide insurance on the building only. Tenant agrees to pay to landlord as additional rent, common charges in the sum of **seven hundred ninety dollars and thirteen (\$790.13) per month.** In the event of nonpayment, Landlord shall have all the rights and remedies as herein provided for failure to pay rent. In exchange for said common charges, the Landlord shall carry a general and property liability insurance on the building in a sum of not less than \$1,000,000 per occurrence/aggregate, and provide services as outlined in Section IV Repairs and Section VII Ground Maintenance.

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- F. All Taxes, charges, costs and expenses that Tenant assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the failure of the Tenant to pay those items, and all other damages, costs, expenses, and sums that Landlord may suffer or incur, or that may become due, by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this lease, shall be deemed to be additional rent.

SECTION III
ALTERATIONS ADDITIONS AND IMPROVEMENTS

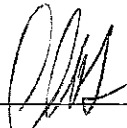
- A. Subject to the limitation that no substantial portion of the building on the demised premises shall be demolished or removed by Tenant without the prior written consent of Landlord, and, if necessary, of any mortgagee, Tenant may at any time during the lease term, subject to the conditions set forth below and at its own expense, make any alterations, additions or improvements in and to the premises and the building. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value of the building on the premises, or change the purpose for which the building, or any part thereof, may be used. Any and all costs associated with improvements, alterations, or modifications shall be at the sole cost of the tenant.
- B. Conditions with respect to alterations, additions or improvements are as follows: Before the commencement of any work, all plans and specifications shall be filed with and approved by all government departments or authorities having jurisdiction and any public utility company having an interest therein, and all work shall be done in accordance with requirements of local regulations. The plans and specifications for any alterations estimated to cost Two Thousand (2,000.00) Dollars, or more, shall be submitted to the Landlord for written approval prior to commencing work, which shall not be unreasonably withheld.
- C. All alterations, additions and improvements on or in the demised premises at the commencement of the term, and that may be erected or installed during the term, shall become part of the demised premises and the sole property of the Landlord, except that all moveable trade fixtures installed by the Tenant shall be and remain the property of the Tenant.

SECTION IV
REPAIRS

Landlord shall, at all times during the lease and at its own cost and expense, repair, replace, and maintain in a good, safe and substantial condition, the leased area and any improvements, additions, and alterations, thereto on the demised premises except as hereafter provided and shall use all reasonable precautions to prevent waste, damage, or injury to the demised premises. Landlord is responsible for all repairs within the leased area and for any utility repairs improvements required by Tenant. Repairs, replacement and maintenance are the responsibility of the Landlord, including glass, window or door breakage and repairs to any electrical fixtures or appliances in the store including air conditioners and heaters. Said repairs, replacements or maintenance are at the sole cost and responsibility of the Landlord.

SECTION V
LATE PAYMENTS

All rent payments are due on the 1st day of the month in advance. Tenant shall pay a late fee for each payment that is not paid by the 10th of the month. The late fee shall be equal to 7.00 % of the

Landlord  Tenant BCC 105 West Road. V2

required monthly payment, including the Base Rent, Taxes, and Insurance.

SECTION VI
UTILITIES

Applications and connections for the following utility services on the demised premises shall be made in the name of the Tenant only, and Tenant shall be solely liable for utility charges on the services set forth below as they become due: All utilities, including but not limited to; Electric, telephone, sewer, water, propane, gas, heat, cable TV, trash/dumpster services, bulk trash, and air conditioning.

SECTION VII
INSURANCE BY TENANT

- A. During the term of this lease and for any further time that Tenant shall hold the demised premises, Tenant shall obtain and maintain at their expense the following types and amounts of insurance.
1. Personal injury and property damage insurance against liability for bodily injury and property damage shall be provided by the tenant in the minimum amount of \$1,000,000.00 and the landlord shall be named as additional insured.
 2. Other insurance. Tenant shall provide insurance for its personal property.
 3. The Tenants policy shall have primary responsibility and the landlord's policy shall be secondary as to liability claims within the demises premises.

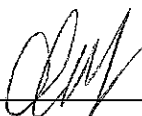
SECTION VIII
GROUND MAINTENANCE

- A. Landlord agrees to pay for and provide maintenance of grounds, sidewalks and parking area surrounding said building for the benefit and use of the Tenant including snow removal
- B. During the term of this lease and for any further time that Tenant shall hold the demised premises, Tenant agrees not to use any exterior area for storage of any materials, equipment, and product owned by him and further agrees that rubbish will be disposed of in a suitable storage container provided and paid for by Tenant for ordinary waste.
- C. Landlord's insurance shall be primary as to claims arising with respect to the common area and Tenant's insurance shall in all such cases be secondary.

SECTION IX
SIGNS

At Tenant's expense and upon approval of the design, material and workmanship by Landlord as to conformity with the good taste and decor of the building and which approval shall not unreasonably be withheld, Tenant may place it's; name and identifying logo upon any main signpost and at or over the entrance door adjacent to the door of the leased premises. No other exterior signs will be permitted. Any and all signs must comply with the town of Ellington's zoning laws.

Landlord



Tenant



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SECTION X
UNLAWFUL OR DANGEROUS ACTIVITY

Tenant shall neither use nor occupy the demised premises or any part thereof for any unlawful disreputable, or ultra-hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind. Tenant shall immediately, on discovery of any unlawful disreputable, or ultra-hazardous use, take action to halt such activity. The stated purposes of the Tenant do not constitute such an unlawful or dangerous purpose in the opinion of the Landlord.

SECTION XI
DEFAULT OR BREACH

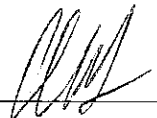
Each of the following events shall constitute a default or breach of this lease by Tenant:

- A. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Landlord, the Landlord shall take all legally cognizable steps to insure that the Tenant shall continue its quiet enjoyment of the leased premises for the full term of the lease and any agreed-upon extensions.
- B. If Tenant shall fail to pay Landlord any rent or additional rent within Thirty (30) days after said payment is due.
- C. If Tenant shall fail to perform or comply with any of the conditions of this lease and if the nonperformance shall continue for a period of Thirty (30) days after notice thereof by Landlord to Tenant, or if the performance cannot be reasonably had within the Thirty (30) day period, Tenant shall not in good faith have commenced performance within the Thirty (30) days period and shall not diligently proceed to completion of performance.
- D. If Tenant shall vacate or abandon the premises demised.
- E. If this lease or the estate of Tenant hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.

SECTION XII
EVENT OF DEFAULT

In the event of any default hereunder, as set forth in Section XI, the rights of Landlord shall be as follows:

- A. Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

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SECTION XIII
DESTRUCTION OF PREMISES

- A. In the event of a partial destruction of the premises during the term from any cause, except if caused by the intentional or negligent act of Tenant or Tenant's employees, or Tenant's Students, Landlord shall forthwith repair the same, provided the repairs can be made within One Hundred Twenty (120) days under the laws and regulations of applicable governmental authorities. Any partial destruction shall neither annul nor void this lease, except that the tenant shall be entitled to an extension of the lease term and to an abatement of the rental payments during the time which the premises are unusable. In the event that Landlord does not make repairs within One Hundred Twenty (120) days or if those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this lease may be terminated at the option of either party. Should the building in which the demised premises are situated be destroyed to the extent of more than Fifty-Five (55%) per cent of the replacement cost thereof, this lease shall be terminated.
- B. Landlord shall not be liable to Tenant for any damage to property of Tenant from any casualty or the elements, ***unless such damage is caused by the negligence or recklessness of the Landlord.***

SECTION XIV
EMINENT DOMAIN, CONDEMNATION

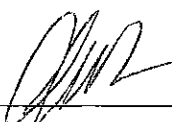
If the property of any part thereof wherein the demised premises are located shall be taken by public or quasi-public authority under eminent domain or condemnation, this lease, at the option of the Landlord, shall forthwith terminate and the tenant shall have no claim or interest in or to any award of damages for such taking.

SECTION XV
SUBORDINATION

This lease and all rights of Tenant hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter affect the demised premises, or any part thereof, and to any and all renewals, modifications, or extensions of any such mortgages. Tenant shall on demand execute, acknowledge, and deliver to Landlord, without expense to Landlord, any and all instruments that may be necessary or proper to subordinate this lease and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification, or extensions, and if Tenant shall fail at any time to execute, acknowledge and deliver any such subordination instrument, Landlord in addition to any other remedies available in consequence thereof, may execute, acknowledge and deliver the same as Tenant's attorney in fact and in Tenant's name. Tenant hereby irrevocably makes, constitutes, and appoints Landlord, its successors and assigns, his attorney in fact for that purpose. Anything above to the contrary notwithstanding, as a condition of subordination, Tenant shall be entitled to and receive a Non-disturbance Agreement from such mortgage provided Tenant is and remains in compliance with this lease.

SECTION XVI
ACCESS TO PREMISES: SIGNS POSTED BY LANDLORD

Tenant shall permit Landlord its agents to enter the demised premises at all reasonable hours to inspect, but not to interfere with Tenant's business, to make repairs that Tenant may neglect or

Landlord  Tenant BCA 105 West Road. V2

refuse to make in accordance with the provisions of this lease, and also to show the premises to prospective buyers. At any reasonable time within four months prior to expiration of the term, Landlord may show the premises to persons wishing to rent the premises. Tenant shall within four months prior to expiration of the term, permit the usual notices of "For Rent" and "For Sale" to be placed on the demised premises and to remain thereon without hindrance and molestation.

SECTION XVII
QUIET ENJOYMENT

Landlord warrants that Tenant shall be granted peaceable and quiet enjoyment of the demised premises free from any eviction or interference by Landlord if Tenant pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Tenant. Landlord represents he has good title.

SECTION XVIII
LIABILITY OF LANDLORD

Tenant shall be in exclusive control and possession of the demised premises, and Landlord shall not be liable for any injury or damage to any property or to any person on the demised premises nor for any injury or damage to any property of Tenant, except due to affirmative action, *or negligence* of Landlord. The provisions herein permitting Landlord to enter and inspect the demised premises are made to insure that Tenant is in compliance with the terms and conditions hereof and makes repairs that Tenant has failed to make. Landlord shall not be liable to Tenant for any entry on the premises for inspection purposes.

SECTION XIX
REPRESENTATIONS BY LANDLORD

At the commencement of the term Tenant shall accept the buildings and improvements and any equipment in their existing conditions and state of repair, and Tenant agrees that no representations, statements or warranties, express or implied, have been made by or on behalf of Landlord in respect thereto except as contained in the provisions of this lease, and Landlord shall in no event be liable for any latent defects.

SECTION XX
WAIVERS

The failure of Landlord to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that Landlord may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

SECTION XXI
NOTICE

All notices to be given with respect to this lease shall be in writing. Each notice shall be sent by registered or certified mail type with delivery confirmation, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing *at the addresses as described in Section XXVII.*

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to

preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

SECTION XXII
ASSIGNMENT, MORTGAGE, OR SUBLEASE

Neither Tenant nor his successors or assigns shall assign, this lease or sublet the demised premises in whole or in part, or permit the premises to be used or occupied by others, nor shall this lease be assigned or transferred by operation of law, without the prior consent in writing of Landlord which shall not be unreasonably withheld. Landlord may withhold consent if assignment would likely cause a violation of any non-compete clause of any other lease in the shopping center or create a disadvantageous competition with another Tenant in Landlord's opinion. No such assignment, subletting, or occupancy shall be deemed a waiver of any agreement or condition hereof, or the acceptance of the assignee, transferee, subtenant, or occupant as Tenant. Tenant shall continue to be liable hereunder in accordance with the terms and conditions of this lease and shall not be released from the performance of the terms and conditions hereof. The consent by Landlord to an assignment mortgage, pledge or transfer shall not be construed to relieve Tenant from obtaining the express written consent of Landlord to any future transfer of interest.

SECTION XXIII
SURRENDER OF POSSESSION

Tenant shall, on the last day of the term, or on earlier termination and forfeiture of the lease, peaceably and quietly surrender and deliver the demised premises to Landlord including all improvements constructed or placed thereon by Tenant, except moveable trade fixtures, all in good condition and repair, normal wear and tear excepted. Tenant will return the premises free of any and all sub-tenancies. Any trade fixtures or personal property not used in connection with the operation of the demised premises and belonging to Tenant, if not removed at the termination or default, and if Landlord shall so elect, be deemed abandoned and become the property of Landlord without any payment or offset therefore. Landlord may remove such fixtures or property from the demised premises and store them at the risk and expense of Tenant if Landlord shall not so elect. Tenant shall repair and restore all damage to the demised premises caused by the removal of equipment, trade fixtures and personal property.

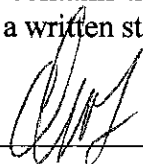
SECTION XXIV
REMEDIES OF LANDLORD

- A. The rights and remedies given to Landlord in this lease are distinct, separate, and cumulative, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others herein, by law.
- B. No receipt of money by Landlord from Tenant after default or cancellation of this lease in any lawful manner shall (1) reinstate continue, or extend the term or affect any notice given to Tenant, (2) operate as a waiver of the right of Landlord to enforce the payment of rent and additional rent then due or falling due, or (3) operate as a waiver of the right of Landlord to recover possession of the demised premises by proper suit, action, proceeding, or other remedy.

SECTION XXV
TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS

This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written statement subsequently executed by the parties hereto. This lease and the terms

Landlord



Tenant



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and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

SECTION XXVI
APPLICABLE LAW

This agreement is a commercial transaction and shall be governed by and construed in accordance with the laws of the State of Connecticut.

SECTION XXVII

The address of the parties for all notices herein contained is as follows:

LANDLORD:	Ellington Place Associates 220 Hartford Turnpike Vernon, CT 06066
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TENANTS:	The Board of Education. Tow of Ellington PO BOX 179 Ellington CT 06029
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RENTAL PAYMENTS: All payments should be made payable to	Ellington Place Associates 220 Hartford Turnpike Vernon, CT 06066
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Changes to the addresses above shall be noticed to the other party per Section XXI and such notice shall constitute a binding amendment to this section.

Landlord  _____ Tenant  _____ 105 West Road. V2

IN WITNESS WHEREOF, the parties have executed this lease in an original and one duplicate original as of May 27, 2021.

Signed, Sealed and Delivered

Landlord: [Signature] member

Tenant: BCB

Tenant: _____

STATE OF CONNECTICUT)
COUNTY OF Tolland) ss. Ellington, CT 5-27-2021

Personally Appeared Brian C. Greenleaf agent for Ellington Bd. of Ed. Signer(s) and Sealer(s) of the foregoing Instrument and he acknowledged the same to be his free act and deed, before me.

ANITA M. YOST
NOTARY PUBLIC
My Commission Expires 10-31-2025

[Signature]

STATE OF CONNECTICUT)
COUNTY OF Tolland) ss. Vernon

[Signature] Personally Appeared Donald W. Fish, ~~Superintendent for the Ellington Board of Education~~, Signer(s) and Sealer(s) of the foregoing Instrument and he acknowledged the same to be his free act and deed, before me.

[Signature]
My Commission Expires
February 23, 2025

Landlord [Signature] Tenant BCB