Ellington Public Schools

47 Main Street • PO Box 179
Ellington, Connecticut 06029

(860) 896-2300

Nick Savona
Ellington Realty, Inc.
89 West Road - Unit 13
Ellington, CT 06029

**Re: Notice of Intent to Renew Lease – Unit 5, 89 West Road, Ellington, CT**

Dear Nick;

Pursuant to Section 3(E), "Option to Renew," of the Lease Agreement dated March 1, 2022, between Ellington Realty, Inc. ("Landlord") and the Ellington Board of Education ("Tenant") for the premises located at Unit 5, 89 West Road, Ellington, CT, please accept this formal written notice of the Tenant's intent to exercise its option to renew the lease.

As specified in the agreement, the renewal will be for an additional period of five (5) years, commencing on July 1, 2026, and ending on June 30, 2031.

Consistent with the terms of the existing agreement, the base rent for this renewal period shall continue at the rate of **$5,500.00 per month**, totaling an annual base rent of $66,000.00.

Please be advised that this renewal is contingent upon the replacement of the existing flooring within the Leased Premises. The Tenant’s commitment to this five-year extension is subject to the Landlord’s agreement to replace the current flooring with a new tile selection that is mutually agreed upon by both the Landlord and the Tenant. We request that the selection process and installation schedule be finalized prior to the end of the current school year on June 18, 2026.

We look forward to discussing the flooring options with you and continuing our tenancy at this location.

Best regards,

Greg Kliman

Director of Facilities

Ellington Public Schools

DRAFT

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# LEASE

THIS AGREEMENT OF LEASE, made and entered into this 1st day of March 2022, by and between ELLINGTON REALTY, INC., a Connecticut corporation having its principal office in the Town of Ellington, County of Tolland and State of Connecticut (hereinafter referred to as "Landlord") and Ellington Board of Education (Herein after referred to as "Tenant").

1. **Leased Premises.** For and in consideration of the rental herein reserved and of the covenants, conditions and agreements herein contained, Landlord does hereby lease unto Tenant, and Tenant does hereby hire from Landlord (Unit 5), at 89 West Road, Ellington, Connecticut, shown on Exhibit A and made a part hereof; consisting of about 5,000 square feet. (The area leased to Tenant is hereinafter referred to as the "Leased Premises"; the land, the building and the Common Areas, as hereinafter defined, located at 89 West Road, Ellington, Connecticut, are hereinafter collectively referred to as the "Property").

Tenant, and its employees and, invitees, shall also have the right to use in common with other Tenants the driveway and-parking area, subject, however, to such rules and regulations as may be adopted by Landlord. (The aforementioned hereinafter referred to as the "Common Areas").

2. **Term.** The term of this Lease shall commence on upon the delivery of the Leased Premises by Landlord with the completion of Landlord' s Work as more fully described and set forth in Town of Ellington Department of Fire Marshal Report (Exhibit B attached hereto), to the satisfaction of the Ellington Fire Marshal, for which Landlord shall provide Tenant at least five (5) business days prior written notice that all of the Landlord's Work is complete and final approval has been revived by the Town of Ellington Department of Fire Marshal Report , and shall continue for a period of four years.

Tenant accepts the premises "as is" at said point (the "Commencement Date"). Notwithstanding any provision contained herein to the contrary, Tenant shall be granted per-delivery access to the Leased Premises in such a manner that does not interfere or cause delay of Landlord' s Work. During such period 1 of time, Tenant shall not unreasonably interfere with the operation of the Property or its tenants and Tenant shall indemnify and hold Landlord harmless for any loss or claim to or by person or property caused by Tenant or its agents, invitees and employees in connection with its pre-delivery construction of leasehold improvements.

3 **Base Rent.** Tenant covenants to pay to Landlord base rent as follows:

A. Provided completion of the work set forth with Section 2 and Exhibit B. has satisfactorily been completed, commencing July 1, 2022 and continuing for each month thereafter through June 30, 2026, the Tenant covenants to pay to Landlord an annual base rent of $66,000.00 (Sixty Six Thousand dollars) in equal monthly installments of $5,500 (Five Thousand Five Hundred Dollars) each. The first month shall be pro-rated at half.

B. All base rent, and any other sums due to Landlord hereunder, shall be made without notice or demand, in advance, on the first day of each month to Landlord at 89 West Road, Unit 13, Ellington, Connecticut 06029, or at such other place as Landlord may from time to time designate. Any extension of time for the payment of any installment of rent shall not be a waiver of the rights of Landlord to insist on having all other payments of rent made in the

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manner and the time herein specified.

C. Tenant further agrees to pay to Landlord a late charge of five percent (5%) of any rent payment or any other charge or additional rent charge due to Landlord if said rent payment or charge is paid more than ten (10) days after the date such payment is due.

D. No payment by Tenant, or receipt or acceptance by Landlord, of a lesser amount than the required rent due shall be deemed to be other than a payment on account of the full amount due; nor shall any endorsement or statement on any check or letter accompanying any such lesser payment be deemed to be an accord and satisfaction, and Landlord may accept such lesser payment without prejudice to its right to recover the balance due, or to pursue any other remedy available to Landlord. All payments received hereunder shall be applied first to any late charges due hereunder, second to any past due annual base rent or additional rent required hereunder, and the balance shall be on account of any current annual base rent or additional rent required hereunder.

E. Option to Renew

The Tenant shall have an option to renew for an additional five years from July 1, 2026, to June 30, 2031. To exercise this option, Tenant must give the Landlord written notice by January 31, 2026 (time of the essence).

**4. Use of Leased Premises.** Tenant is granted the right to use the Leased Premises during the term of this Lease specifically for the following purpose(s) and for no other purposes(s) whatsoever without the prior written consent of Landlord: Administrative offices.

**5. Security Deposit. Waived**

**6. Acceptance of Leased Premises.** Tenant represents that the Leased Premises, the title thereto, the sidewalks and parking areas adjoining the same, and the present uses and non-uses thereof shall be examined by Tenant prior to accepting the Leased Premises. Tenant's acceptance of the Leased Premises shall be deemed to be an acceptance of the same as is, in the condition in which they are as of such date, without representation or warranty, expressed or implied, in fact or by law, by Landlord, and without recourse to Landlord as to the title thereof, the nature, condition, or usability thereof, or the uses to which the Leased Premises may be put.

**7. Personal Property.** Tenant shall, at its own cost and expense, purchase, install and properly maintain such personal property, movable trade fixtures, furnishings and equipment used in connection with the operation of the Leased Premises by Tenant. All such personal property, movable trade fixtures, etc. shall remain the property of Tenant. It is agreed that so long as Tenant is not in default hereunder, it shall be entitled to remove and replace any such equipment at any time during the term of this Lease; provided, however, that Tenant shall promptly repair any damage to the Leased Premises caused by such removal. Any personal property, trade fixtures, etc. not removed from the Leased Premises by Tenant upon the termination or expiration of this Lease shall, at the option of Landlord, become the property of Landlord. If Landlord elects not to take ownership of Tenant's personal property, Tenant hereby consents that Landlord may use the Security Deposit, or any portion thereof, to pay for the removal and disposal of the same. It is further agreed that all fixtures situated in the Leased Premises at the time of execution of this Lease shall at all times remain the property of Landlord and shall remain in the Leased Premises after Tenant vacates the same.

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**8. Alterations and Improvements.**

A. Tenant shall not make any alteration, addition or improvement or install any trade fixtures to or on the Leased Premises without Landlord's prior written consent. Any such alteration, addition, improvement or trade fixture made or installed by Tenant, except movable trade fixtures shall become the property of Landlord. All work performed by Tenant on or to the Leased Premises shall be so performed in full compliance with all federal, state and local building and fire codes and all other administrative rules, regulations and requirements.

C. Tenant shall permit Landlord to erect, use and maintain pipes and conduits in and through the Leased Premises so long as the same shall not unreasonably interfere with the conduct of Tenant's business.

D. Tenant shall be responsible for servicing air conditioner at one a year at twelve (12) month intervals and provide Landlord with receipt for cost of professional maintenance.

**9. Signage.**

A. Tenant shall have the right, at its cost and expense, to (i) erect a sign on the exterior of the Leased Premises, provided that Tenant shall obtain all necessary regulatory approvals for the same, and (ii) include signage on the free-standing sign located upon the Property, in the area designated by Landlord. Any such signage shall be subject to Landlord's approval of materials, content, size, dimensions and surface area, color and design.

B. Tenant shall: (i) construct, affix and maintain any signage permitted hereunder in conformity with all applicable laws and regulations; (ii) indemnify and hold Landlord harmless from all liability and expense for damage to person and property arising out of the installation, maintenance or removal of any signage.

**10. Utilities.** Beginning on or about April 15, 2022 all telephone, light, heat, power, gas, water, sewerage, sewer user charges and fuel charges, or any other utility used or consumed in the Leased Premises shall be paid for by Tenant. The electricity and gas services are is separately metered. All Payments herein described shall be made directly to the appropriate utility company.

**11. Taxes.**

A. During the term of this Lease, Landlord shall pay all Taxes, as defined above, levied or assessed with respect to the Property.

B. Tenant shall pay, prior to delinquency, all taxes assessed against and levied upon any trade fixtures, furnishings, equipment or other personal property of Tenant contained in or upon the Leased Premises.

**12. Insurance.**

A. During the term of this Lease, Landlord, at its sole cost and expense, shall

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maintain insurance on the building of which the Leased Premises are a part against fire and other hazards, in an amount not less than the replacement cost of said building. In addition, Landlord shall maintain, at is sole cost and expense, comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about Property, including the Common Areas, in such amounts and upon such terms as Landlord shall deem advisable.

B. Beginning on or about April 15, 2022 and continuing through the term of this Lease, Tenant, at its sole cost and expense, shall maintain (i) comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about the Leased Premises, in the amount of one MILLION DOLLARS ($1,000,000.00), written on a single limit, per occurrence basis; (ii) "all risk" property insurance on Tenant's personal property, in such amounts as Tenant deems advisable; and (iii) fire legal liability coverage to the limit of THREE HUNDRED THOUSAND AND 00/100 DOLLARS ($300,000.00). The minimum limits of any insurance coverage required herein shall not limit Tenant's liability under the terms and conditions of this Lease. Tenant agrees to deliver to Landlord a certificate of insurance and a true copy of all insurance policies procured by Tenant in compliance with its obligations hereunder, together with evidence of payment there under. Landlord shall be maintained as an additional insured on all insurance policies. All such insurance policies shall contain an endorsement that provides that such insurance may not be canceled except upon thirty (30) days prior written notice to Landlord. Should Tenant fail to effect, maintain" or renew any insurance provided for in this Lease, or to pay the premium therefore, or to deliver to Landlord any of such certificates, then and in any of said events, Landlord, at its option but without obligation to do so, may upon ten (10) days' notice to Tenant of its intention so to do, procure such insurance, and any sums expended by it to procure any such insurance shall be additional rent hereunder, and shall be repaid by Tenant within ten (10) days after rendition of a bill or statement therefore.

## 13. Maintenance and Repairs

A. Landlord, during the term of this Lease and at its cost and expense, shall be responsible for all (i) structural repairs to the Leased Premises, and (ii) Common Area Maintenance, as defined above, unless any of the aforementioned repairs are the result of the negligence of Tenant or its employees, agents, independent contractors, invitees or guests, in which case Tenant shall bear the entire expense of said repairs. In addition, Landlord shall provide, for Tenant's use in common with other tenants, a dumpster. Tenant agrees that it shall only deposit in said dumpster the refuse arising out of the operation of its business upon the Leased Premises. Tenant will pay the costs of trash removal directly to the waste disposal provider. Tenant further agrees that it will not deposit and medical or any other waste which is considered hazardous, or which under federal or state laws requires special or unique handling and or disposable techniques or procedures.

B. (1) Tenant, during the term of this Lease, and at its cost and expense, shall be responsible for replacement of light bulbs in electrical fixtures, repair of leaking faucets, and unclogging of drain pipes which extend to the perimeter of the leased space. Any drainage problems beyond the leased premises perimeter will be repaired by landlord. Any faucet leak not repairable by the replacement of washers, shall be repaired by landlord. The plumbing and electrical systems shall be in working conditions on the execution of this lease.

(2) Tenant agrees to not suffer nor commit any waste upon the Leased Premises. Tenant agrees that all damage or injury done to the Leased Premises by Tenant or by

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any person who may be in or upon the Leased Premises, except Landlord, Landlord's agents, servants and employees, shall be repaired by Tenant at its expense. Tenant will maintain the Leased Premises in a clean and sanitary condition. Tenant will not permit any refuse or debris to accumulate on the Leased Premises. Tenant will not permit any offensive or obnoxious odors to emanate from the Leased Premises. Tenant further agrees that at the expiration of this Lease or upon the earlier termination thereof, it shall quit and surrender the Leased Premises in good condition and repair, reasonable wear and damage by act of God or fire or other causes beyond the control of Tenant excepted.

(3) Tenant shall be responsible for breakage or injury to plate glass and other glass in the Leased Premises due to tenant's or customer negligence and agrees to replace all such glass which may be broken during the term of this Lease with glass of the same kind and quality and, at Landlord's option, shall carry insurance to cover such breakage in the name of Landlord and shall pay the premium when due and payable.

(4) If Tenant fails to make any such maintenance, repairs or replacements for which it is responsible, within ten (10) days after written notice by Landlord of its intention to do so, same may be made by Landlord. If Landlord makes such maintenance or repair, Tenant shall reimburse Landlord for the cost and expense of such maintenance or repair within ten (10) days after rendition of a bill or statement therefore.

(5) Landlord shall be responsible for breakage and injury to plate glass due to vandalism.

(6) Any modification of premises required to meet Tenant's needs shall be a Tenant's expense including but not limited to gas, and water service, and making adjustments to electrical system so that Tenant has adequate electric service and is billed directly by the utility company for Tenant's usage. This paragraph is subject to Paragraph 18.

**14. Control of Common Areas.** All Common Areas and common facilities in or about the Property which are provided by Landlord shall be subject to the exclusive control and management of Landlord and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this paragraph.

**15. Damage to or Destruction of the Leased Premises.**

A. In the event that the Leased Premises shall, during the term of this Lease, be partially damaged or destroyed by fire or other casualty, to the extent of less than fifty percent (50%) of the value of the Leased Premises, Landlord shall forthwith repair, rebuild or restore the Leased Premises as nearly as possible, making them substantially the same as prevailed immediately before such damage or destruction occurred. During the period in which the Leased Premises, or any part thereof, are rendered unusable by such damage, Tenant shall be entitled to a reduction in rent in the proportion that the area of the Leased Premises rendered unusable bears to the total area of the Leased Premises. The full payment of rent shall recommence when the Leased Premises are ready for occupancy as evidenced by a Certificate of Occupancy.

B. In the event the Leased Premises shall, during the term of this Lease, be

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totally or partially damaged or destroyed to the extent of fifty percent (50%) or more of the value of the Leased Premises, by fire or other casualty, or if the building shall be so damaged that Landlord, in its sole discretion, determines to demolish or not rebuild said building, whether the Leased Premises themselves are damaged or not, then Landlord shall be entitled to terminate this Lease if it shall so notify Tenant not more than thirty (30) days subsequent to the occurrence of such damage or destruction. If Landlord does not exercise this option to terminate this Lease, then this Lease shall continue in full force and effect and Landlord shall forthwith repair, rebuild or restore the Leased Premises as nearly as possible making them substantially the same as prevailed immediately before such damage or destruction occurred. During the period in which the Leased Premises, or any part thereof, are rendered unusable by such damage, Tenant shall be entitled to a reduction in rent in the proportion that the area of the Leased Premises rendered unusable bears to the total area of the Leased Premises. The full payment of rent shall recommence when the Leased Premises are ready for occupancy as evidenced by a Certificate of Occupancy. If Landlord exercises this option to terminate, then in such event this Lease shall be canceled and terminated as. of the date of such damage or destruction, and Tenant shall pay rent to the date of such damage or destruction; rent for the month during which said damage or destruction shall have occurred shall be apportioned as of the date of such damage or destruction and any rent paid for the period beyond the date of such damage or destruction shall be repaid to Tenant.

C. In the event any such occurrence shall require Landlord to repair, rebuild or restore the Leased Premises under the provisions of this Paragraph 15 shall occur during the last six (6) months of the term of this Lease, then Landlord shall not be required to repair, rebuild or restore the Leased Premises. If Landlord elects not to repair, rebuild or restore the Leased Premises, then this Lease shall be thereupon terminated.

## 16. Condemnation and Eminent Domain.

A. If all or any part of the Leased Premises is taken in condemnation proceedings or by any right of eminent domain for public or quasi-public use, this Lease shall terminate at the option of Landlord. If Landlord shall elect to not terminate this Lease, Landlord shall forthwith repair, rebuild or restore the Leased Premises as nearly as possible as circumstances will permit to the condition of the same immediately before such taking occurred and this Lease shall remain in full force and effect, except that effective on the date of the taking, the annual base rent thereafter shall be apportioned according to the proportionate fair rental value of the Leased Premises remaining. Any award for the land and buildings of which the Leased Premises are a part, arid for damages to the residue, shall belong to Landlord. Tenant shall not be entitled to any part thereof. It is understood and agreed that Tenant shall have no claim as a result of its loss of leasehold interest resulting from any such condemnation .or public taking.

B. In the event of a condemnation of the Leased Premises, Tenant shall have the exclusive right to any award or damages payable (1) for trade fixtures installed and paid for by Tenant and not affixed to the real estate, and pro-rata for trade fixtures installed and paid for by Tenant affixed to the real estate that become the property of Landlord at the termination of this Lease, and (2) for Tenant's moving expenses; provided, however, that in no event shall Tenant's claim for such award or damages in any way reduce the amount due to Landlord as a result of such condemnation or public taking. The pro-rata share of Tenant shall be for that portion of the unexpired term of the Lease as it bears to the total base portion of the initial term

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of this Lease, as of the date of taking.

17. **Assignment and Subletting.** Tenant may not assign, mortgage, pledge orencumber this Lease, or sublet all or a portion of the Leased Premises without the prior written consent of Landlord. Any permitted assignment or sublease shall be subject to all of the terms and conditions of this Lease and Tenant" agrees that Tenant shall remain liable for the performance of all the terms, conditions and covenants 'of this Lease.

18. **Mortgage and Liens.** Tenant shall have no power to do any act or make any contract that shall be the foundation of any mortgage, or other obligation upon the estate of Landlord, or of any interest of Landlord in the Leased Premises or in any building or improvements thereon. Tenant agrees not to permit any lien or other encumbrance (including but not limited to mechanic liens) to be placed against the Leased Premises during the term hereof and, should any such lien be filed, Tenant will promptly discharge or pay the same. Should any such lien be filed and not released or discharged, Landlord may at Landlord's option (but without obligation so to do) pay or discharge such lien and may likewise pay and discharge any taxes, assessments, or other charges against the Leased Premises which Tenant is obligated hereunder to pay and which mayor might become a lien on the Leased Premises. Tenant shall reimburse Landlord for any payment made to discharge such lien or encumbrance within ten (10) days of receipt of a bill from Landlord together with all attorney's fees incurred by Landlord to discharge said lien.

19. **Strict Performance.** The failure of Landlord to insist upon a strict performance of any term or condition of this Lease shall not be deemed a waiver of any right or remedy that Landlord may have, and shall not be deemed a waiver of any subsequent breach of such term or condition.

20 **Default.** Any of the following occurrences shall constitute a default under this Lease:

A. Failure of Tenant to pay any installment of base rent, additional rent, or other charge within ten (10) days of when due and payable;

B. Any breach by Tenant to observe or perform any of its other obligations under this Lease, which shall continue for ten (10) days and in connection with which Tenant shall not have in good faith commenced performance if full performance cannot be reasonably had within the ten (10) day period.

C. To the extent permitted by law, Tenant becoming insolvent or bankrupt, or making an assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency law by or against Tenant.

D. Tenant vacating or abandoning the Leased Premises or ceasing its use of the Leased Premises for the purpose set forth in Paragraph 4 herein.

E. The transfer, assignment, encumbrance or sale of this Lease or Tenant's rights thereunder by Tenant, except in any manner herein permitted.

F. Upon the termination, expiration, dissolution, liquidation, merger or consolidation of Tenant or if Tenant legally ceases to exist, ceases any of its business operations, commences reorganization or sells, leases or otherwise disposes of all or substantially all of its

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assets, or upon any change in the present form, ownership or control of Tenant. Notwithstanding the foregoing, in the event Tenant wishes to change its present entity type, without a change in ownership or control of Tenant, it may do so with Landlord's written consent.

**21. Landlord's Remedy Upon Default.**

A. In case of any such default, Landlord may, in addition to all other rights, powers and remedies available to Landlord at law or in equity, elect either of the following:

(1) Landlord shall have the right to terminate this Lease by providing written notice thereof to Tenant, which notice shall specify the date of such termination. On such termination date, all right, title and interest of Tenant hereunder shall expire and Tenant shall peaceably and quietly quit the Premises and surrender the same to Landlord, but Tenant shall remain liable as hereafter provided. Upon such termination, Landlord shall have the immediate right of re-entry and possession of the Premises and the right to remove all persons and property therefrom. Upon termination of this Lease, Tenant shall pay to Landlord, as liquidated damages, an amount equal to: (i) all rent and additional rent due and payable by Tenant hereunder through the date of termination; (ii) an amount equal to the rent and additional rent to by paid by Tenant hereunder for the balance of the lease term, less the fair rental value of the Premises for the balance of the lease term; and (iii) and all amounts due under Paragraph 21 B hereof.

(2) Landlord shall have the right to terminate Tenant's right of possession of the Premises, without terminating this Lease, by providing written notice thereof to Tenant, which notice shall specify the date of such termination of possession. On said date of termination of possession, all rights of Tenant with respect to possession of the Premises shall expire and Landlord may, at its option, repossess the Premises and remove all persons and property therefrom, without terminating this Lease or releasing Tenant, in whole or in part, from any of Tenant's obligations hereunder, including the payment of rent and additional rent for the full lease term. Upon such termination of possession, Tenant shall pay to Landlord an amount. equal to: (i) all rent and additional rent due and payable by Tenant hereunder through the date of termination of possession; (ii) all amounts due under Paragraph 21B hereof; and (iii) all rent and additional rent required hereunder to be paid by Tenant during the balance of the lease term, less any net sums received by Landlord due to re-Letting of the Premises, or any part thereof. Tenant agrees that Landlord may commence successive actions to recover any such sums due hereunder, or may, upon re-Letting the Premises, terminate this Lease pursuant to Paragraph 21A(I) above and proceed against Tenant in one action for liquidated damages thereunder. Landlord shall in no event be liable in any way whatsoever for failure to re-Let the Premises, or in the event that the Premises are re-let, for failure to collect the rent thereof under such re-Letting. However, notwithstanding any provision herein to the contrary, Landlord shall make reasonable efforts to mitigate any damages occasioned by a breach of this lease by Tenant and, if the Premises are re-let, make reasonable efforts to re-let the same for the fair rental value thereof. In no event shall Tenant be entitled to any excess of any rentals received by Landlord, over and above the rent and additional rent due hereunder, that may be obtained by Landlord's re-Letting of the Premises.

**22. Subordination.** Landlord and Tenant agree that at the option of Landlord, this Lease shall become subordinate to all mortgages or any other forms or manner of financing or refinancing in any amounts, and all advances thereon, which may now or hereafter affect the real property of which the Leased Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. In the event, Landlord elects to subordinate this Lease, as provided herein, then Landlord shall give Tenant notice to that effect

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and the aforesaid provisions shall be self-operative, and no further instrument of subordination shall be required to effectuate such subordination. In the event Landlord desires confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request. Upon Tenant's failure to execute said certificate within fifteen (15) days of request by Landlord, Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of Tenant.

23. **Indemnification.** Tenant shall indemnify and save harmless Landlord from and against all costs, expenses, claims, damages or penalties, including reasonable attorneys' fees, because of Tenant's failure to comply with the provisions required of it by the terms of this Lease and any renewals or extensions thereof. Landlord shall indemnify and save harmless Tenant from and against all costs, expenses, claims, damages or penalties, including reasonable attorneys' fees, because of Landlord's failure to comply with the provisions required of it by the terms of this Lease and any renewals or extensions thereof Tenant shall not call upon Landlord for any disbursements or outlay whatsoever, and hereby expressly releases and discharges Landlord from any liability whatsoever in connection therewith. Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or property damage arising from or out of any occurrence in, upon or at the Leased Premises or occasioned wholly or in part by any action or omission of Tenant, its agents, contractors, employees or servants. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation. Landlord or Tenant, as the case may be, shall also pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by the non-defaulting party in enforcing the covenants and agreements in this Lease.

Tenant shall reimburse and compensate Landlord as additional rent within ten (10) days after rendition of a statement for all expenditures made by, or damages, or fines sustained or incurred by Landlord due to non-performance or non-compliance with or breach or failure to observe any term, covenant or condition of this Lease upon Tenant's part to be kept, observed, performed or complied with. Tenant shall give immediate notice to Landlord in case of fire or accidents in the Leased Premises or on the Property or of defects therein or in any fixtures or equipment. Tenant shall not move any safe, heavy machinery, heavy equipment, freight, bulky matter, or fixtures into or out of the building without Landlord's prior written consent.

Notwithstanding said consent of Landlord, Tenant shall indemnify and hold harmless and free from damages sustained by person or property and for any damages or monies paid out by Landlord in settlement of any claims or judgments, as well as for all expenses and attorneys' fees, incurred in connection therewith and all costs incurred in repairing any damage to the building or appurtenances.

24. **Waiver of Notice to Quit.** Intentionally Omitted.

25. **Rules and Regulations.** Tenant, at its sole expense, shall comply with and conform to all the laws of the United States and the State of Connecticut and by-laws, rules, regulations and ordinances of the Town of Ellington with regard to health, nuisance, fire, building and zoning insofar as Tenant's use of the Leased Premises is or may be concerned, and shall save Landlord harmless from any fines, penalties and costs for Tenant's violation of, or noncompliance with, the same. Tenant shall also comply with all regulations established by Landlord concerning the occupancy and operation of the Leased Premises.

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**26. Entry on Leased Premises.** Tenant hereby agrees to permit Landlord and its agents to enter on the Leased Premises or any part thereof, at all reasonable times, for the purpose of examining the same, showing the Leased Premises for rent, sale or for financing purposes, or making such repairs or alterations as may be necessary for safety or preservation thereof, and no claim or action for damages or set off of rent by reason of or on account of such entry, repairs or alterations, shall be made, had or allowed. Landlord shall at all times be entitled to possession of a key for all interior and exterior doors to the Leased Premises. Landlord may, during the six (6) month period preceding the expiration or termination of this Lease, place in conspicuous parts of the Leased Premises, signs or cards showing that the Leased Premises are for rent or sale, and the place of inquiry.

**27. Holding Over** Any holding over after the expiration or termination of the term of this Lease, without the consent of Landlord, shall not be deemed or construed to be a renewal or extension of this Lease, but shall only operate to create a tenancy from month to month, and shall be on the terms and conditions herein specified, so far as applicable; provided that the minimum annual rent during such holding over period shall be increased to an amount equal to double the rent being paid at the time of expiration or termination.

**28. Notice.** Any notice under this Lease must be in writing and must be sent by registered or certified mail to the party to whom the notice is to be given, as follows:

If to Landlord, mail to:
Ellington Realty, Inc
Unit 13
89 West Road
Ellington, CT 06029

With a copy to:
Keith K Fuller
5300 Bigelow Cmns,
Enfield, CT 06082

If to Tenant, mail to:
Ellington Board of Education
c/o Brian Greenleaf
Director of Finance and Operations
47 Main Street
Ellington, CT 06029

Any address or name specified above may be changed by a notice given to the addressee by the other party in accordance with this paragraph.

**29. Liability.** Landlord or its agents shall not be liable for any loss or damage to property of Tenant or of others, by theft or otherwise. Landlord or its agents shall not be liable

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for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the building or from the pipes, appliances or plumbing works. or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature, unless caused by or due to the negligence of Landlord, its agents, servants or employees; nor shall Landlord, or its agents, be liable for any such damage caused by other Tenants or persons in the building or caused by operations in construction of any private, public or quasi public work.

**30. Transfer by Landlord.** In the event that the interest or estate of Landlord in the Leased Premises shall terminate by operation of law or by sale, lease or other transfer of the Leased Premises or by execution or foreclosure sale or for any other reason, then and in any such event Landlord named in this Lease shall simultaneously with such transfer be released and relieved from all liability and responsibility as to obligations expressed or implied to be performed by Landlord hereunder or otherwise, and in such event Landlord's transferee or other successor shall simultaneously become liable and responsible to Tenant in respect to all such obligation of Landlord under this Lease.

**31. Recording.** Tenant agrees that it will not record this Lease, but only notice thereof, prepared in accordance with the laws of the State of Connecticut; upon request of either party hereto, the other party shall execute and deliver such a notice. In the event Tenant records this Lease in violation of this Paragraph, by its execution of this Lease, Tenant irrevocably appoints Landlord its attorney-in-fact to execute and record any release necessary for recordation purposes.

**32. Quiet Enjoyment.** Landlord covenants and agrees with Tenant that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be performed, Tenant may peaceably and quietly enjoy the Leased Premises hereby demised, subject to the terms and conditions of this Lease.

**33. Claims.** In the event of default by Landlord, Tenant's sole and exclusive remedy shall be against Landlord's interest in the Leased Premises and in no event shall any action be brought against other assets of Landlord for any claim for money damages of any kind, nature or description, except in the event Landlord transfers its interest in the Leased Premises, and then only to the extent of the value of the Leased Premises at the time of said transfer.

**34 Estoppel Certificate.** Tenant shall, from time to time, and upon written request by Landlord, furnish Landlord a written statement, signed by Tenant and addressed to the person designated in such request, on the status of any matter pertaining to the Lease, including that at the date of such statement: (i) the provisions and conditions of the Lease have been complied with; (ii) there are no defaults by Landlord; and (iii) the Lease is still in full force and effect. If any or all of (i), (ii), or (iii) are not stated in the affirmative in the statement, the statement shall describe the facts and matters, which Tenant alleges, prevent such affirmative statement.

**35. Miscellaneous.** It is understood that:

A. In construing this Lease, feminine or neuter pronouns shall be substituted for those of masculine form and vice versa, in any place in which the context may require.

B. This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties, their

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administrators, executors, successors and assigns. No representations have been made by either party other than those set forth in this Lease and neither party shall be bound by or held to any representations other than as are set forth in this Lease.

C. The terms, covenants and conditions herein shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

D. This Lease shall be construed and enforced in accordance with the laws of the State of Connecticut.

E. If any of the provisions of this Lease shall be declared invalid or unenforceable for any reason, the remainder of this Lease shall be unaffected and shall remain in full force and effect.

F. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

G. If Tenant shall be in default of any of its obligations under this Lease, Landlord, at its option but without obligation to do so, may upon ten (10) days notice to Tenant of its intention so to do, cure such default, and any sums so expended by Landlord shall be additional rent hereunder, and shall be repaid by Tenant within ten (10) days following the date on which such expenditures are made by Landlord.

H. The Headings in this Lease are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Lease or any provision hereof.

36. **Recording.** This lease shall not be recorded on the land records and if recorded, shall not be an encumbrance on the property.

**IN WITNESS WHEREOF,** the parties hereto have hereunto set their hands and seals the day and year first above mentioned.

Signed, Sealed and Delivered in the presence of:

LANDLORD:
ELLINGTON REALTY, INC.

Authentisign
Ellington Realty Inc
6/17/2022 1:39:41 PM EDT

06/17/2022

By:
Nicholas Savona
President, Duly Authorized

TENANT:
Ellington Board of Education

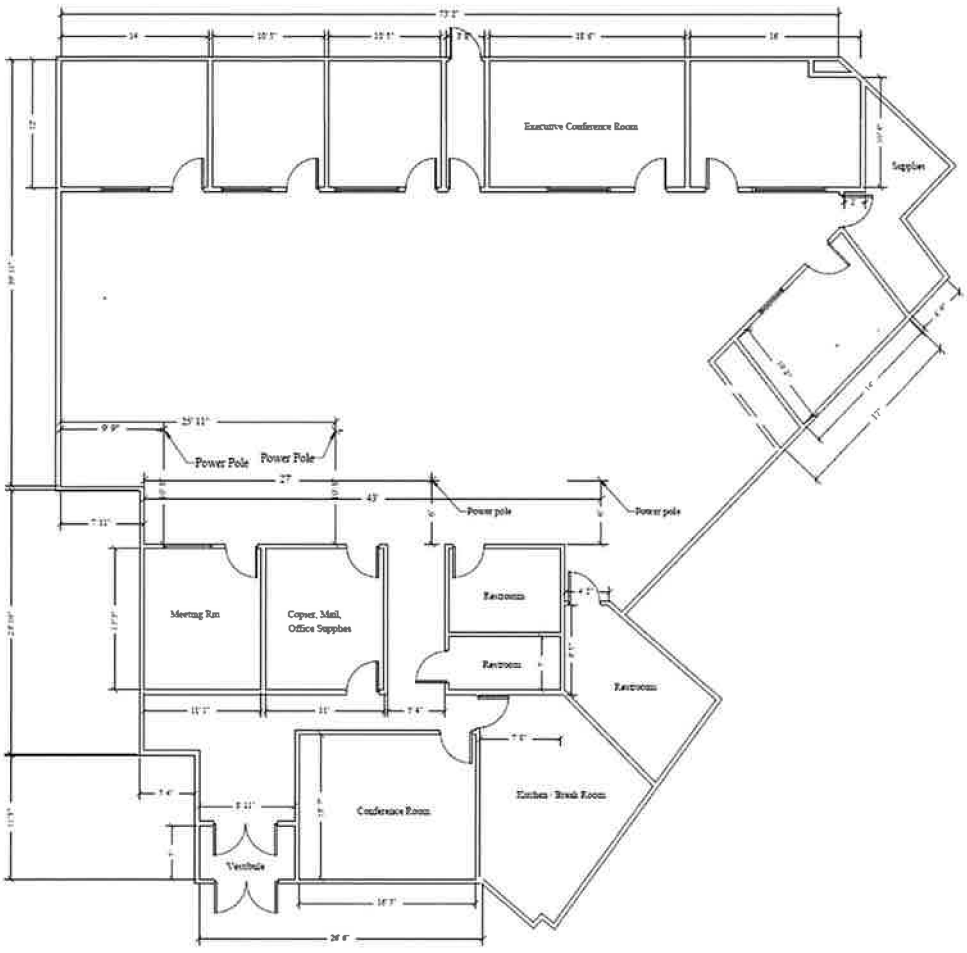
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By: Brian Greenleaf

Authentisign ID: 4B6F4A9B-7D9E-407B-B116-B5841A72642E

Exhibit A
Leased Premesis



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# Exhibit B
Landlord's Work

Authentisign ID: 4B6F4A9B-7D9E-407B-B116-B5841A72642E

TOWN OF ELLINGTON, CONNECTICUT
**DEPARTMENT OF TOWN FIRE MARSHAL**
57 MAIN ST. P.O. Box 187 06029
(860) 870-3126 FAX: (860) 870-3122

# PLAN EXAMINATION

Form.044 Rev 11/20

For: ☐ Concept Only ☐ Preliminary; Not for Constr.
☐ Site Plan Only ☐ For Construction

| | | | | |
|---|---|---|---|---|
| PROJECT TITLE: | Change of use from Group B to Group E for ECLIPSE Program | | DATE REC'D.: | 5/2/22 |
| PROJECT LOCATION: | 89 West Rd | F.C. OCC. CLASS: E | CONSTR. TYPE: | BUILD. CODE USE GROUP: |

☐ Arch. ☐ Engin. ☐ Devel. ☐ Owner ☒ Other: Director
CONTACT:
NAME: Brian Greenleaf
COMPANY: Ellington Public Schools
ADDRESS: 47 Main St, Ellington, CT 06029
PHONE: 860-896-2300 x119 FAX:
EMAIL: bgreenleaf@ellingtonschools.net
PLAN I.D.:

☐ Arch. ☐ Engin. ☐ Devel. ☐ Owner ☐ Other:
CONTACT:
NAME:
COMPANY:
ADDRESS:
PHONE: FAX:
EMAIL:
PLAN I.D.:

☐ Arch. ☐ Engin. ☐ Devel. ☐ Owner ☒ Other: Contractor
CONTACT:
NAME:
COMPANY:
ADDRESS:
PHONE: FAX:
EMAIL:
PLAN I.D.:

☐ Arch. ☐ Engin. ☐ Devel. ☐ Owner ☐ Other:
CONTACT:
NAME:
COMPANY:
ADDRESS:
PHONE: FAX:
EMAIL:
PLAN I.D.:

PLAN REVIEW COMMENTS:

- **Fire area**
  - **Separation required by Table 707.2.10A**
    - 2-Hr separation is required between Group E occupancies and Group B occupancies.
  - **Definition of Fire Area (CSFSC Chapter 2)**
    - The aggregate floor area enclosed and bounded by fire walls, fire barriers, exterior walls, or horizontal assemblies of a building. Areas of the building not provided with surrounding walls shall be included in the fire area if such areas are included within the horizontal projection of the roof or floor next above.
  - Per plans, this space is separated from Group E (west side) by 2-Hr fire barrier and separated from Group B (east side) by 2-Hr fire barrier. The estimated area of the tenant space is 5,000 to 5,500 sqft.
    - Evaluation of the fire barriers on both east and west sides of this occupancy is required to determine if it sufficiently meets the 2-hour rating.
    -
- **Occupant Loading**
  - In accordance with CSFSC Section 1004.1.2, occupant loads are estimated as follows:
    - Group E Only
      1. Floor area allowance: 20 sqft per occupant (net)
      2. Net area of space (excluding bathrooms) (approximated): 4725 sqft
      3. **Occupant Load: 236 persons**
    - Mixed Group B and Group E
      1. Floor area allowance:
         - Group E: 20 sqft per occupant (net)
         - Group B: 100 sqft per occupant (net)
      2. Net area of space (excluding bathrooms) (approximated): 4725 sqft
         - Group B area: 1500 sqft (approximated)
         - Group E area: 3225 sqft (approximated)
      3. **Occupant Load: 176 persons**
- **Sprinkler system**
  - **CSFSC Section 903.2.3: Group E**
    - An automatic sprinkler system shall be provided for Group E occupancies as follows:
      1. Throughout all group E fire areas greater than 12,000 sqft in area.

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2. Throughout every portion of educational buildings below the lowest level of exit discharge serving that portion of the building.

- **Fire alarm system**
  - **CSFSC Section 907.2.3**
    - A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system.
    - **Exceptions:**
      1. A manual fire alarm system is not required in Group E occupancies with an **occupant load of 50 or less**.
      2. Emergency voice/alarm communication systems meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall not be required in Group E occupancies with **occupant loads of 100 or less**, provided that activation of the manual fire alarm system initiates an approved occupant notification signal in accordance with Section 907.5.
      3. Manual fire alarm boxes are not required where all of the following apply:
         - Interior corridors are protected by smoke detectors
         - Auditoriums, cafeterias, gymnasiums and similar areas are protected by heat detectors or other approved detection devices.
         - Shops and laboratories involving dusts or vapors are protected by heat detectors or other approved detection devices.
      4. Manual fire alarm boxes shall not be required in Group E occupancies where all of the following apply:
         - The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1.
         - The emergency voice/alarm communication system will activate on sprinkler water flow.
         - Manual activation is provided from a normally occupied location.
  - **CSFSC Section 604.2.4**
    - Emergency power shall be provided for emergency voice/alarm communication systems as required in Section 907.5.2.2.5. The system shall be capable of powering the required load for a duration of not less than 24 hours, as required in NFPA 72.
  - A fire alarm system in compliance with the 2018 CSFSC and NFPA 72 is required for this occupancy.

- **Door Hardware Locks and Latches**
  - **CSFSC Section 1010.1.10 Panic and fire exit hardware**
    - Doors serving a group H occupancy and doors serving rooms or spaces with an occupant load of 50 or more in a Group A or Group E occupancy shall not be provided with a latch or lock other than panic hardware or fire exit hardware.
    - Exceptions:
      1. The main exit of a Group A occupancy shall be permitted to be locking in accordance with Section 1010.1.9.3, Item 2.
      2. Doors serving Group A or E occupancy shall be permitted to be electromagnetically locked in accordance with 1010.1.9.9.
  - **Section 1010.1.10.1 Installation**
    - Where panic or fire exit hardware is installed, it shall comply with the following:
      1. Panic hardware shall be listed in accordance with UL 305.
      2. Fire exit hardware shall be listed in accordance with UL 10C and UL 305.
      3. The actuating portion of the releasing device shall extend not less than one half of the door leaf width.
      4. The maximum unlatching force shall not exceed 15 pounds.
  - Code compliant door hardware shall be installed on the egress doors of this occupancy. Installation of an electromagnetic locking system must comply with the CSFSC.

- **Door Arrangement**
  - **CSFSC Section 1010.1.8 Door arrangement**

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        - Space between two doors in a series shall be 48 inches minimum plus the width of a door swinging in to the space. Doors in a series shall swing either in the same direction or away from the space between doors.
    - The series of doors at the front entrance do not meet current code as the separation space is only 60 inches. Modification of existing door arrangement required to comply with Code.

- **Fire Extinguishers**
    - **CSFPC Section 13.6.4.3.2 Annual External Examination of All Extinguishers.**
        - **13.6.4.3.2.1 Physical Condition.** An annual external visual examination of all fire extinguishers shall be made to detect obvious physical damage, corrosion, or nozzle blockage; to verify that the operating instructions are present, legible, and facing forward, that the HMIS information is present and legible; and to determine if a 6-year interval examination or hydrostatic test is due. [**10:**7.3.2.1]
        - **13.6.4.3.2.2* Seals or Tamper Indicators.** At the time of the maintenance, the tamper seal of a rechargeable fire extinguisher shall be removed by operating the pull pin or locking device. [**10:**7.3.2.2]
        - **13.6.4.3.2.2.1** After the applicable maintenance procedures are completed, a new listed tamper seal shall be installed. [**10:**7.3.2.2.1]
        - **13.6.4.3.2.2.2** Seals or tamper indicators on non-rechargeable type extinguishers shall not be removed. [**10:**7.3.2.2.2]
    - Extinguishers in the occupancy have inspection tags dated 2019. Extinguishers must receive inspection and re-tagging to comply with the above Code.

- **Storage**
    - The rear exit access hallway and the immediate area of the electrical panel (east side of occupancy) must be maintained free of any storage per **CSFSC Section 1031.2** and **Section 605.3** respectively.
    - Signage (and possibly floor striping around the electrical panel) is recommended to better ensure these spaces remain clear.

- **Emergency Lighting and Exit Signs**
    - Emergency lighting must comply with CSFSC Section 1008 Means of Egress Illumination.
    - Exit signs must comply with CSFSC Section 1013.
    - Both Sections 1008 and 1013 indicate that the emergency power system for emergency lights and exit signs must provide power to illuminate the units for a duration of not less than 90 minutes. Means to provide this emergency power shall consist of storage batteries, unit equipment or an on-site generator.

Inspection and/or acceptance testing of building components/systems (ie: fire alarm, emergency lighting system, etc) shall completed in accordance with the system's respective standard and be witnessed by a representative of the Ellington Department of Town Fire Marshal.

- Notification of inspection/testing shall be made to **860-870-3126** at least 24 hours prior to the test.

Code sections listed refer to the 2018 Connecticut State Fire Safety Code (CSFSC) and 2018 Connecticut State Fire Prevention Code (CSFPC).

DEPARTMENT DECISION:
- ☑ Reviewed per CGS: 29-292-4e
- ☐ This plan **does meet substantially** the requirements of the Fire Safety Code.
- ☐ Reviewed per CGS; Consider Stipulations as shown above.
- ☐ Incomplete; See comments above.
- ☐ This plan **fails to meet substantially** the requirements of the Fire Safety Code. Issuance of a Building Permit shall constitute a violation of Section 105.3.1.2 of the 2016 State Building Code.

DISTRIBUTION: ☑ Build. Dept. ☐ Town Engineer ☐ Developer ☐ Planning ☐ Architect ☐ Builder ☑ File ☐ Owner ☐ Other:

| Plan Examiner Signature: | Date: 5/5/22 | Supervisor Signature: | Date: 5/5/22 |
|---|---|---|---|