Washington Central Unified Union School District

WCUUSD exists to nurture and inspire in all students the passion, creativity and power to contribute to their local and global communities.

1130 Gallison Hill Road
Montpelier, VT 05602
Phone (802) 229-0553
Fax (802) 229-2761

Washington Central Unified Union
School Board Meeting
10.7.26
6:30-9:15 PM
(In-Person & Virtual)
East Montpelier Elementary School
665 Vincent Flats Rd.
East Montpelier, VT

Virtual Meeting Information
https://tinyurl.com/mt67nx3u
Meeting ID: 814 4689 7166
Password: 672065
Dial by Your Location: 1-929-205-6099

1. Call To Order

2. Welcome and Invitation for Community Engagement — 90 minutes
   2.1. Collaborative Conversation

3. Board Operations (Discussion/Action) — 45 minutes
   3.1. Discussion about Board Budget Parameters
   3.2. CVCC Lease (Discussion Only)
   3.3. November 3 Vote Counting Process

4. Executive Session: Personnel — 30 minutes

5. Proposed Executive Session: Negotiations

6. Public Comments: Time limit strictly enforced, see note — 15 minutes

7. Adjourn

NOTE: To ensure the board has time to conduct its business, the board will adhere to a strict 1.5 minute public comment time limit per person. Microphones will be muted when time is up. If there is not enough time on the agenda for all members of the public wishing to comment at the beginning of the meeting, there is additional public comment at the end of the meeting.

WCUUSD Board Norms - Adopted 9.17.25

- ***Public input*** *–Notify the community about public forums and opportunities for public comment at board meetings, and the ability to always submit written input.*
- ***Community involvement during regular meetings of the board*** *– Every meeting will include at least one opportunity for public comment. Public comment is an opportunity for board members to listen. If a board member feels a concern raised in public comment warrants further board discussion, they may request that the steering committee discuss and decide how the issue should be added to a future agenda.*
- ***Community dialogue*** *– The board will periodically schedule community forums that allow for dialogue, questions and answers from the board or the district leadership team.*
- ***Stay on time*** *– Start and end on time. The chair may appoint a time-keeper.*
- ***Inclusive time for thoughtful decisions*** *- The chair and agenda steering committee will plan time for complex or contentious issues to be discussed at more than one meeting before the board votes, except where a decision is urgent.*
- ***Prepare for meetings and Receive materials in advance****-Board members come prepared, having reviewed the agenda and materials in advance*
- ***Announcements in reports*** *– Announcements from the administration will appear in the reports and not as discussion items.*
- ***Respect each other*** *– Listen, allow others to be heard, share concerns, assume positive intentions, be present, focus on shared solutions and celebrate successes.*
- ***All voices will be heard****- Every board member gets a chance to speak. Some topics warrant having each board member speak in turn to ensure full representation.* Board members will address the topics up for debate and not the person.
- ***Governance Reflection*** *- At the end of each board meeting, reflect on whether the board adhered to agreed protocols, processes, and policies.*
- ***Reflection*** *–At the end of each board meeting, board members will be allowed time to share their general reflections on the meeting.*

AGENDA KEY

Agenda Section	Examples	Role/ Responsibility	Description
Call to Order	n/a	Board Chair or designee	Formal opening to meeting. Superintendent calls to order during annual reorganization
Public Comment			Opportunity for public comment on items not on the agenda. Board will adhere to a strict 1.5 minute public comment time limit per person. Microphones will be muted when time is up. If there is not enough time on the agenda for all members of the public wishing to comment at the beginning of the meeting, there is additional public comment at the end of the meeting.
Executive Session	Personnel Student Matter Negotiations		Only for discussion of items covered in VSA §313. Formal actions not taken in Executive Session
Reports to the Board	Superintendent/ COLT Student Report	Administration	Both regular/recurring reports and one-time reports happen here. One-time reports are determined by the Board workplan or requested by the will of the Board. Generally, reports invite clarifying questions but not formal discussion/action
Committee Reports	Finance Policy Education Quality	Board	Chair of the committee reports on substance of most recent committee meeting. Generally, reports invite clarifying questions; any discussion or action items would be listed in the respective section of the agenda
Discussion Items		Board with input from administration	Items on the agenda specifically for discussion of the Board. Chair can seek input from audience during discussions. Generally not intended for action (although nothing prevents the Board from taking an action)
Action Items	Personnel approvals	Board	Items formally on the agenda for Board action. Discussion can occur after a motion is on the table
Consent Agenda	Board Orders Minutes	Board	Designed for items that need proforma approval and/or are sufficiently routine. Board acts on all items in the Consent agenda and does not discuss any item unless it is pulled out during Agenda Adjustments

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TO: WCUUSD Board & Community Members
FROM: Diane Nichols-Fleming, Board Chair
DATE: October 1, 2026
RE: Collaborative Conversation: Preparing for the 2027-28 Budget

As we prepare to build our 2027-2028 budget, we invite the community to join us for a collaborative conversation on October 7.

We will begin with a **general** overview of the budgeting process and then explore how budgeting is approached at the school, district, and board levels. Together we will consider questions such as:

- What factors are considered when developing a school budget?
- How does enrollment impact budgeting?
- How do our core beliefs and strategic plan inform the process?

We invite you to join us for a conversation about how we approach budgeting before we start looking at the numbers and dollar signs. Our goal is to build shared understanding and provide a chance for community members to ask questions and be part of the process from the beginning.

Collaborative Conversation Agenda - October 7, East Montpelier Elementary School

6:00 - 6:30 – Dinner in the cafeteria: Join us for a meal and an opportunity to connect with other community members.

6:30 - 6:45 - Welcome & Introduction: We will introduce the conversation and explain the evening's format. Childcare and activities will be available in a dedicated space.

6:45 - 7:45 - Collaborative Conversations: Participants will rotate through three conversations focused on budgeting at the district, school, and board levels. These spaces will be in individual rooms. Virtual participants will also be engaged in the conversations in each group.

7:45 - 8:00 – Debrief: We will come back together to reflect on the conversations and share key takeaways.

8:00 - 9:15 - Board Business and Learning
The board will continue with its regular business and learning session.

GROUND LEASE

This lease agreement (this "lease") is made *[date of agreement]*, between **Washington Central Unified Union School District**, a corporation organized under the laws of *Vermont*, having its principal office at *[address of lessor]* ("lessor"), and **Central Vermont Career Center**, a corporation organized under the laws of *Vermont*, having its principal office at *[address of lessee]* ("lessee").

WHEREAS, Lessee is in the process of securing the bond financing necessary to allow it to construct an additional career center in order to meet the growing demand for its technical educational ~~servicees~~services; and
WHEREAS, its desire is to construct such facility on the campus of U32 High School in Montpelier, Vermont; and
WHEREAS, lessor is willing to lease approximately- of its U32 campus to lessee for the purpose of constructing and operating such career center in a manner that is operationally integrated with the operation of U32 so that students at U32, among other students from the region, will have the ability to integrate technical educational courses into their academic schedule on a fully workable basis; and
WHEREAS, the parties agree that the entre financial risk of constructing and operating the career center shall be borne by lessee;

Now, therefore, t~~T~~he parties agree as follows:

SECTION ONE.
DEMISE, DESCRIPTION, AND USE OF PREMISES

Lessor leases to lessee and lessee hires from lessor, a __ acre portion of its property, henceforth the premises, for the purpose of constructing and operating ~~conducting~~ in and on such premises a career center and associated facilities to provide technical education in coordination with lessor's existing high school ~~any lawful business~~ and for no other purpose without the advance written approval from lessor, ~~those certain premises~~ with necessary and appropriate ~~the~~ appurtenances, situated in Montpelier ~~*[name of city]*~~, Washington County~~*[name of county]*~~, State of Vermont ~~*[name of state]*~~, and more particularly described in Exhibit A. ~~*[designation of exhibit]*~~ attached to and by this reference made a part of this lease agreement. As used in this lease agreement, the term "premises" refers to the real property above described and to any improvements located on the property from time to time during the term of this lease agreement.

SECTION TWO.
TERM

The initial term of this lease agreement shall be coterminous with the agreed upon amortization period for repayment of lessee's anticipated bond financing for the construction of the career center, and shall commence (Commencement Date) upon the delivery of a written communication from lessee to lessor informing lessor that lessee's financing has been fully secured and that it now wishes to access the premises to commence its planned pre-construction and construction activities. Upon written notice from lessee to lessor not later than six (6) months

prior to the expiration of the initial term of this lease agreement lessee shall be entitled to renew this lease agreement on the same terms and conditions as set forth herein for an additional term of _____ years. Any subsequent renewal shall require a newly executed agreement between the parties. for *[number of years]* years, commencing on *[commencement date of term]*, and ending on *[end date of term]*. As used in this lease agreement, the expression "term of this lease agreement" refers to the initial term and to any renewal of this lease agreement as provided below.

SECTION THREE.
RENT

In consideration of lessee's commitments as set forth herein, Lessor shall charge lessee only for the rental value of the land being leased to lessee. $ _____ shall be the bi-monthly rental which shall commence as an obligation of Lessee as of the first day of the month following the Commencement Date. The rental amount due to lessor shall be subject to adjustment every two years during the term and any renewal term of this lease agreement based upon the increase in the cost of living as depicted by the Bureau of Labor Statistics Consumer price Index for All Urban Consumers (CPI-U) from the first month until the last month of the previous two year period. The bi-monthly rental obligation shall be payable to lessee as of the first day of each other month. The amount of any given increase shall be communicated by lessor to lessee as soon as it is determined pursuant to the above. Subject to adjustment as provided below, the total rent for the initial term shall be $*[dollar amount of total rent]*, which lessee shall pay to lessor, without deduction or offset, at the place or places as may be designated from time to time by lessor, in installments as follows: *[Schedule of payments]*.¶
The rental to be paid by lessee under this lease agreement shall be subject to adjustment as follows:¶
A. Period for rental adjustment. Lessor may require an adjustment in the amount of the rental for either or both the second and the third *[number of years]*-year periods of the initial term of this lease agreement, the *[number of years]*-year periods commencing on *[commencement date of first period]* and *[commencement date of second period]*, respectively. If lessee exercises its option to renew the lease, lessor may further require an adjustment in the amount of the rental for either or both of the two *[number of years]*-year periods of the renewal term, the periods commencing on *[commencement date of first renewal period]*, and *[commencement date of second renewal period]*, in each case by giving written notice to lessee at least *[number of days]* days prior to the commencement of the *[number of years]*-year period, as the case may be, with respect to which the rental adjustment is required.¶
B. Arbitration in event of dispute. If lessor shall require a rental adjustment for any of such periods, lessor and lessee may agree, in writing, on the amount of the rental for the period in question at any time within *[number of days]* days after the giving by lessor to lessee of written notice of such requirement. If the agreement is not reached and signed by both parties within *[number of days]* days, then the rental for the period in question shall be determined by competent and disinterested appraisers, one of whom shall be selected and paid for by lessor and one selected and paid by lessee. The two appraisers so selected shall select a third appraiser, the expense to be born equally by lessor and lessee. The three appraisers, so selected, shall determine the rental to be paid by lessee during the ensuing period. If either lessor or lessee shall fail to appoint an appraiser within *[number of days]* days after the expiration of *[number of days]* days,

or if the first two appraisers shall fail to select a third appraiser within *[number of days]* days after they have been selected, then the appraiser in question shall be appointed by the *[title of appointing authority]* on request of either party or of either of the first two appraisers, as the case may be.¶

C. Task of appraiser. The appraisers, when selected, shall be instructed that they are to determine the fair rental value of the land demised under and pursuant to this lease agreement for the highest and best use of the land at such time, without regard to any improvements on the land or the use then being made of the property by lessee. The appraisal shall be in writing and copies of it shall be given to lessor and lessee prior to the commencement of the period in question. In no event shall the appraised rental value be less than the rental then being paid by lessee. The amount so determined by appraisal shall be the rental for the remainder of the term of this lease agreement or the option period, as the case may be, or until further adjustment as provided above.

SECTION FOUR.
WARRANTIES OF TITLE AND QUIET POSSESSION

Lessor covenants that lessor is seized of the demised premises in fee simple and has full right to make and enter into this lease and that lessee, if in compliance with the terms and conditions of this lease agreement, shall have quiet and peaceable possession of the demised premises during the initial term of this lease agreement and any renewal term.

SECTION FIVE.
DELIVERY OF POSSESSION

If lessor, for any reason whatever, cannot deliver possession of the demised premises to lessee at the Ceommencement Date of the lease term, as specified above, this lease agreement shall not be void or voidable, nor shall lessor be liable to lessee for any loss or damage resulting from such nondelivery; but in that event, there shall be no rental oblibgationobligation by lessee until the Commencement Date is communicated to lessee. a proportionate reduction of rent covering the period between the commencement of the lease term and the time when lessor can deliver possession.

SECTION SIX.
USES PROHIBITED

Lessee shall not use, or permit the demised premises, or any part of the demised premises, to be used, for any purpose or purposes other than the purpose or purposes for which the demised premises are leased under this lease agreement. No use shall be made or permitted to be made of the demised premises, or acts done, which will unreasonably interfere with the operations of U32 High School on the property or cause a cancellation of any insurance policy covering the existing high school or the career center building to be constructed and located on the premises, or any part of such building, nor shall lessee conduct any use on the premises and any improvement thereto that is other than the operation of a career technical center, nor shall it sell, or permit to be kept, used, or sold, in or about the demised premises, any article that may be prohibited by the standard form of fire and extended casualty insurance policies. Lessee shall, at its sole cost,

comply with all requirements, pertaining to the ~~demised~~ premises, of any insurance organization or company, necessary for the maintenance of insurance, as provided in this lease agreement, covering any building and appurtenances at any time located on the ~~demised~~ premises.

SECTION SEVEN.
OPERATIONAL COORDINATION/WASTE AND NUISANCE PROHIBITED

During the term of this lease, lessee shall at all times conduct its operations on the premises in cooperation and coordination with lessor's operation of U32 High School in order to achieve, to the maximum degree practical, coordinated operation of the two facilities. This coordination shall include the allocation of _____ parking spaces to lessee by lessor for use by lessee, its employees and students in the existing U32 parking area. There shall be an Operating Committee consisting of two (2) representatives from each of the parties which shall be tasked with ensuring that, to the greatest degree practicable, the operations of Lesse allow for participation by the students at U32. In the event that the Operating Committee cannot agree on any operational matter, the dispute shall be resolved via final and binding arbitration under the commercial rules of the American Arbitration Association. Lessee shall also comply with all applicable laws affecting the ~~demised~~ premises, the breach of which might result in any penalty on lessor or forfeiture of lessor's title to the ~~demised~~ premises. Lessee shall not commit, or suffer to be committed, any waste on the ~~demised~~ premises, or any nuisance.

SECTION EIGHT.
ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the premises at any time during the term of this lease agreement or any renewal term. If lessee abandons, vacates, or surrenders the ~~demised~~ premises for a period of not less than ninety (90) consecutive days, advises lessor of its abandonment and surrender or is dispossessed by process of law, or otherwise, and subject to lessee's obligations to any institution that has provided it with leasehold financing, any and all improvements to the real estate, any fixtures and any personal property belonging to lessee and left on the premises shall be deemed to be abandoned, at the option of lessor, and become the property of lessor ~~except such property as may be encumbered to lessor~~.

SECTION NINE.
LESSOR'S RIGHT OF ENTRY

Lessee shall permit lessor and the agents and employees of lessor to enter into and on the ~~demised~~ premises at all reasonable times for the purpose of inspecting the premises, or for the purpose of posting notices of ~~non~~non-compliance with the terms and conditions of this lease ragreement ~~esponsibility for alterations, additions, or repairs,~~ without any rebate of rent and without any liability to lessee for any loss of occupation or quiet enjoyment of the premises occasioned by the entry. Lessee shall permit lessor and its agents and employees, at any time within the last year ~~*[number of years]* years~~ prior to the expiration of this lease agreement, to place on the ~~demised~~ premises any usual or ordinary "To Let" or "To Lease" signs and exhibit the premises to prospective tenants at reasonable hours.

SECTION TEN.
ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

A. Lessee may encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in ~~the demised premises, together with~~ all buildings and improvements placed by lessee on the premises, but not lessor's ownership interest in the land being leased, as security for any indebtedness of lessee. The execution of any mortgage, or deed of trust, or other instrument, or the foreclosure of any mortgage, or deed of trust, or other instrument, or any sale, either by judicial proceedings or by virtue of any power reserved in a mortgage or deed of trust, or conveyance by lessee to the holder of the indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or deed of trust, shall not be held as a violation of any of the terms or conditions of this lease agreement, or as an assumption by the holder of the indebtedness personally of the obligations of this lease agreement. No encumbrance, foreclosure, conveyance, or exercise of right shall relieve lessee from its liability under this lease agreement.
B. If lessee shall encumber its leasehold interest and estate in the ~~the~~ improvements placed upon the ~~demised~~ premises and if lessee or the holder of the indebtedness secured by the encumbrance shall give notice to lessor of the existence of the encumbrance and the address of the holder, then lessor will mail or deliver to the holder, at such address, a duplicate copy of all notices in writing which lessor may, from time to time, give to or serve on lessee under and pursuant to the terms and provisions of this lease agreement. The copies shall be mailed or delivered to the holder at, or as near as possible to, the same time the notices are given to or served on lessee. The holder may, at its option, at any time before the rights of lessee shall be terminated as provided in this lease agreement, pay any of the rents due under this lease agreement, or pay any taxes and assessments, or do any other act or thing required of lessee by the terms of this lease agreement, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this lease agreement or to prevent the termination of this lease agreement. All payments so made and all things so done and performed by the holder shall be as effective to prevent a foreclosure of the rights of lessee as if done and performed by lessee.

SECTION ELEVEN.
SUBLETTING AND ASSIGNMENT

Lessee shall ~~may~~ not assign its interest in this lease agreement nor shall it sublet any portion the premises ~~in whole or in part~~ without lessor's advance written consent, and ~~but~~ the approval for ~~making of~~ any such assignment or ~~sublease~~ingsubleasing shall not release lessee from, or otherwise affect in any manner, any of lessee's obligations under this lease agreement. ~~Lessee shall not assign or transfer this lease agreement, or any interest in this lease agreement, without the prior, express, and written consent of lessor, and~~ A ~~a~~ consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment or subletting without consent shall be void, and shall, at the option of lessor, terminate this lease agreement. Neither this lease agreement nor the leasehold estate of lessee nor any interest of lessee under this lease agreement in the ~~demised~~ premises or any buildings or improvements on the ~~demised~~ premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatever. Any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of lessor, terminate this lease agreement.

SECTION TWELVE.
LESSEES CURRENTLY IN POSSESSION

It is understood that lessor has previously given to any ~~the~~ tenants currently occupying any portion of the ~~demised~~ premises written notices terminating the tenancies on *[date of termination of current tenancies]*. Lessor agrees not to rescind these notices or to extend any existing leases or make any new leases in the premises extending beyond *[date of termination of current tenancies]*. If lessor obtains possession of the entire premises free of tenancy prior to *[date of termination of current tenancies]*, lessor shall deliver possession of the premises to lessee *[number of days]* days afterward. The term of this lease agreement shall then commence and shall be extended to include the period between such date and *[date of termination of current tenancies]*, and lessee shall pay to lessor, in advance on the commencement of such term, the rental for such period, computed at the rate of $*[dollar amount of daily rent]* per day for each day for that period. If the tenants currently occupying the ~~demised~~ premises shall not surrender possession of the ~~demised~~ premises to lessor on or before *[date of termination of current tenancies]*, lessor shall promptly commence and diligently pursue to completion any legal action available to obtain possession of the ~~demised~~ premises as soon as reasonably possible and, in that event, the provisions of SECTION FIVE of this lease agreement shall prevail.

SECTION THIRTEEN.
NOTICES

A. All notices, demands, or other writings in this lease agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:
If to lessor: *[name of lessor]*, *[address of lessor]*.
If to lessee: *[name of lessee]*, *[address of lessee]*.
B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.

SECTION FOURTEEN.
TAXES AND ASSESSMENTS

A. Taxes as additional rental. As additional rental under this lease agreement, lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind, including all governmental charges of any name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge on or against the ~~demised~~ premises, or any part of the ~~demised~~ premises, the leasehold of lessee in and under this lease agreement, the premises described in this lease agreement, any building or buildings, or any other improvements now or later on the ~~demised~~ premises, or on or against lessee's estate created by this lease agreement that may be a subject of taxation, or on or against lessor by reason of its ownership of the fee

underlying this lease agreement, during the entire term of this lease agreement, excepting only those taxes specifically excepted below.
B. Assessments affecting improvements. Specifically and without in any way limiting the generality of the provisions of paragraph A of this SECTION FOURTEEN, lessee shall pay all special assessments and levies or charges made by any municipal or political subdivision for local improvements, and shall pay the same in cash as they shall fall due and before they shall become delinquent and as required by the act and proceedings under which any such assessments or levies or charges are made by any municipal or political subdivision. If the right is given to pay either in one sum or in installments, lessee may elect either mode of payment and its election shall be binding on lessor. If, by making any such election to pay in installments, any of the installments shall be payable after the termination of this lease agreement or any extended term of this lease agreement, the unpaid installments shall be prorated as of the date of termination, and amounts payable after that date shall be paid by lessor. All of the taxes and charges under this SECTION FOURTEEN shall be prorated at the commencement and expiration of the term of this lease agreement.
C. Taxes excepted. In spite of anything in this SECTION FOURTEEN to the contrary, lessee shall not be required to pay any estate, gift, inheritance, succession, franchise, income, or excess profits taxes that may be payable by lessor or lessor's legal representative, successors, or assigns, nor shall lessee be required to pay any tax that might become due on account of ownership of property other than that leased in this lease agreement which may become a lien on or collectable out of the property leased under this lease agreement.
D. Contesting taxes. If lessee shall, in good faith, desire to contest the validity or amount of any tax, assessment, levy, or other governmental charge agreed in this section to be paid by lessee, lessee shall be permitted to do so, and to defer payment of such tax or charge, the validity or amount of which lessee is so contesting, until final determination of the contest, on giving to lessor written notice prior to the commencement of any such contest, which shall be at least *[number of days]* days prior to delinquency, and on protecting lessor on demand by a good and sufficient surety bond against any such tax, levy, assessment, rate, or governmental charge, and from any costs, liability, or damage arising out of any such contest.
E. Disposition of rebates. All rebates on account of any taxes, rates, levies, charges, or assessments required to be paid and paid by lessee under the provisions of this lease agreement shall belong to lessee, and lessor will, on the request of lessee, execute any receipts, assignments, or other documents that may be necessary to secure the recovery of any rebates, and will pay over to lessee any rebates that may be received by lessor.
F. Receipts. Lessee shall obtain and deliver receipts or duplicate receipts for all taxes, assessments, and other items required under this lease agreement to be paid by lessee, promptly on payment of any such taxes, assessments, and other items.

SECTION FIFTEEN.
CONSTRUCTION OF NEW BUILDING

A. Plans and specifications. On or before *[date of deadline to prepare plans and specifications]*, lessee shall, at lessee's sole expense, prepare plans and specifications for a new building to be erected on the premises which shall provide for a *[description of building]* ~~*[OPTIONAL: [description of restrictions and requirements of building]]*~~. The plans and specifications shall be submitted to lessor for lessor's written approval or any revisions required by lessor. Lessor shall

not unreasonably withhold approval, and in the event of disapproval, lessor shall give to lessee an itemized statement of reasons for disapproval within *[number of days]* days after the plans and specifications are submitted to lessor.

B. Arbitration. If plans and specifications are not approved by lessor and lessee in writing within *[number of days]* days after they are first submitted to lessor, then lessor and lessee shall first attempt to mediate the differences through the use of an experienced, independent mediator selected by the ~~the~~ parties or, if no mediator can be agreed upon, by the American Arbitration Association (AAA) under its selection procedures. If the dispute remains unresolved following the mediation, ~~each~~ the parties shall select an arbitrator.~~,~~ If the parties cannot agree on the selection of an arbitrator the arbitrator shall be selected in accordance with the commercial arbitration rules of the AAA. ~~and the two arbitrators so selected shall select a third arbitrator~~. The ~~three~~ arbitrator~~s~~ so selected shall hear and determine the controversy and their decision as to the final plans and specifications shall be final and binding on both lessor and lessee, who shall bear the cost of the arbitration equally between them. The arbitrator~~s~~ shall determine the controversy and notify lessor and lessee in writing of their determination within thirty (30) days ~~*[number of days]*~~ days after the conclusion of the arbitration hearing and the submission of any required post-hearing briefs. ~~controversy has first been submitted to the arbitrators.¶~~

C. Demolition. On or before *[date of deadline for beginning demolition]*, lessee shall, at lessee's sole expense, commence and after such date diligently prosecute to completion the demolition of the existing improvements and the construction of the career center ~~*[type of building contemplated]*~~, in accordance with the plans and specifications. Prior to the commencement of any work, lessee shall furnish lessor with a good and sufficient performance bond and payment bond ~~surety bond~~ guaranteeing the completion of the building and the payment of all bills in connection with the work.

D. Alterations, improvements, and changes permitted. Lessee shall have the right to make such alterations, improvements, and changes to any building that may, from time to time, be on the premises as lessee may deem necessary, or to replace any building with a new one of at least equal value, provided that prior to making any structural alterations, improvements, or changes, or to replacing any building, lessee shall obtain lessor's written approval of the plans and specifications, which approval lessor shall not unreasonably withhold, provided that the value of the building shall not be diminished and the structural integrity of the building shall not be adversely affected by any such alterations, improvements, or changes, or that any proposed new building is at least equal in value to the one that it is to replace, as the case may be. In the event of disapproval, lessor shall give to lessee an itemized statement of reasons for the disapproval. If lessor does not disapprove the plans and specifications provided for in this SECTION FIFTEEN within *[number of days]* days after they have been submitted to lessor, the plans and specifications shall be deemed to have been approved by lessor. Lessee will in no event make any alterations, improvements, or other changes of any kind to any building on the premises that will decrease the value of the building, or that will adversely affect the structural integrity of the building. Prior to commencing any work that will cost in excess of $*[dollar amount of maximum cost before surety bond required]*, lessee shall furnish lessor, on demand, with a good and sufficient performance and payment ~~surety~~ bond insuring the completion of the work and the payment of all bills in connection with the work.

E. Restoration and replacement of currently existing structure. Lessee shall have no obligation to restore or replace at the expiration or other termination of this lease agreement the building located on the land demised at the commencement of the term of this lease agreement, except

that ~~, prior to the time lessee may demolish the building,~~ lessee shall keep and maintain the building in a condition comparable to its condition when delivered to lessee.
F. Disposition of new improvements. Any new building constructed by lessee on the premises, and all alterations, improvements, changes, or additions made in or to the premises shall be the property of lessor at the expiration or prior termination of this lease agreement, and lessee shall have ownership thereof only during the ~~a~~ leasehold period ~~interest in them~~, subject to the terms of this lease agreement.

SECTION SIXTEEN.
REPAIRS AND DESTRUCTION OF IMPROVEMENTS

A. Maintenance of improvements. Lessee shall, throughout the term of this lease agreement, at its own cost, and without any expense to lessor, keep and maintain the premises, including all buildings and improvements of every kind that may be a part of the premises, and all appurtenances to the premises, including sidewalks adjacent to the premises, in good, sanitary, and neat order, condition and repair, and, except as specifically provided in this lease agreement, restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatever.
B. ~~No~~ Oobligation by lessee~~or~~ to make improvements. Lessee~~or~~ shall ~~not~~ be obligated to make all necessary ~~any~~ repairs, replacements, or renewals, of any kind, nature, or description, to the ~~demised~~ premises or any buildings or improvements on the ~~demised~~ premises. ~~.~~
C. Lessee's compliance with laws. Lessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the ~~demised~~ premises, the improvements on or any activity or condition on or in the premises.
D. Damage to and destruction of improvements. The damage, destruction, or partial destruction of any building or other improvement that is a part of the demised premises shall not release lessee from any obligation under this lease agreement, except as expressly provided below. In case of damage to or destruction of any such building or improvement, lessee shall, at its own expense, promptly repair and restore it to a condition as good or better than that which existed prior to the damage or destruction. Without limiting the obligations of lessee, it is agreed that the proceeds of any insurance covering damage or destruction shall be made available to lessee for repair or replacement.
E. Damage or destruction occurring toward end of term. In spite of anything to the contrary in the immediately preceding paragraphs of this section, in case of the destruction of the building on the premises or damage to the building from any cause so as to make it untenantable occurring during the last ~~*[number of years]*~~ years of the term of this lease agreement, lessee, if not then in default under this lease agreement, may elect to terminate this lease agreement by written notice served on lessor within ninety (90) ~~*[number of days]*~~ days after the occurrence of the damage or destruction. In the event of such termination, there shall be no obligation on the part of lessee to repair or restore the building or improvements nor any right on the part of lessee to receive any proceeds collected under any insurance policies covering the building or any part of the building. Lessor, however, shall be subrogated to the benefit of any insurance policy effectuated by lessee and may use such insurance proceedings to restore the premises to their pre-lease condition or to restore the damaged or destroyed improvements created by lessee. On such termination, rent, taxes, assessments, and any other sums payable by lessee to lessor under this lease agreement shall be prorated as of the termination date. If any rent, taxes, or

assessments shall have been paid in advance, lessor shall rebate any such payment for the unexpired period for which payment shall have been made.
F. Election not to terminate. If, in the event of destruction or damage during the last ~~*[number of years]*~~ years~~s~~ of the term of this lease agreement, lessee does not elect to terminate this lease, the proceeds of all insurance covering the damage or destruction shall be made available to lessee for repair or replacement, and lessee shall be obligated to repair or rebuild the building as provided above.

SECTION SEVENTEEN.
UTILITIES

Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the premises throughout the term of this lease agreement, and all other costs and expenses of every kind whatever of or in connection with the use, operation, and maintenance of the premises and all activities conducted on the premises, and lessor shall have no responsibility of any kind for any such utilities.

SECTION EIGHTEEN.
LIENS

A. Lessee's duty to keep premises free of liens. Lessee shall keep all and every part of the premises and all buildings and other improvements at any time located on the premises free and clear of any and all mechanics', material suppliers', and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of lessee, any alteration, improvement, or repairs or additions that lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by lessee on or about the premises, or any obligations of any kind incurred by lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify lessor and all of the premises and all buildings and improvements on the premises from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the premises.
B. Written notice. Lessee shall give lessor written notice no less than ninety (90) ~~*[number of days]*~~ days in advance of the commencement of any construction, alteration, addition, improvement, or repair estimated to cost in excess of twenty five thousand ($25,000) ~~*$[dollar amount of maximum cost before lessee required to notify lessor]*~~ in order that lessor may post appropriate notices of lessor's nonresponsibility.
C. Contesting liens. If lessee desires to contest any lien, it shall notify lessor of its intention to do so within *[number of days]* days after the filing of the lien. In that case, and provided that lessee shall, on demand, protect lessor by a good and sufficient surety bond against any lien and any cost, liability, or damage arising out of such contest, lessee shall not be in default under this lease agreement until *[number of days]* days after the final determination of the validity of the lien, within which time lessee shall satisfy and discharge the lien to the extent held valid. However, the satisfaction and discharge of any lien shall not, in any case, be delayed until execution is had on any judgment rendered on the lien, and such delay shall be a default of lessee under this lease agreement.

D. Indemnification. In the event of any such contest, lessee shall protect and indemnify lessor against any and all loss, expense, and damage resulting from the contest including any attorneys fees the lessor incurs.

SECTION NINETEEN.
INDEMNIFICATION OF LESSOR

Lessor shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by lessee or by any person who may at any time be using or occupying or visiting the ~~demised~~ premises or be in, on, or about the ~~demised~~ premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of lessee or of any occupant, subtenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as, or of a different kind than, the matters or things above set forth. Lessee shall indemnify lessor against any and all claims, liability, loss, or damage whatever on account of any such loss, injury, death, or damage. Lessee waives all claims against lessor for damages to the building and improvements that are now on or later placed or built on the premises and to the property of lessee in, on, or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the gross negligence or gross misconduct of lessor, its agents, or employees.

SECTION TWENTY.
ATTORNEYS' FEES

If any action at law or in equity shall be brought to recover any rent under this lease agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this lease agreement, or for the recovery of the possession of the ~~demised~~ premises, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

SECTION TWENTY-ONE.
OPTION TO RENEW

Lessor grants to lessee, subject to the conditions set forth below, the right and options to renew this lease agreement for a period of *[number of years]* years, beginning on *[commencement date of first renewal term]*, and expiring on *[expiration date of first renewal term]*, at a rental determined as provided above, and otherwise subject to and on all of the terms and conditions contained in this lease agreement ~~*[OPTIONAL: except that there shall be no further option to renew the lease]*~~. This option must be exercised by the giving to lessor, on or before *[date of deadline for exercising renewal option]*, a written notice of the exercise of the option by lessee, but lessee shall, in no event, be entitled to renew the term of this lease agreement, even though the notice be timely given, unless lessee shall have timely performed all of its obligations under this lease agreement, and shall not be in default in the performance of any such obligations, on the date of the expiration of the initial term of this lease agreement.

SECTION TWENTY-TWO.
SIDEWALK SPACE

Lessor does not lease to lessee any space under, in, or on any street or sidewalk adjacent to the ~~demised~~ premises but does license lessee, subject to all the terms and provisions of this lease agreement, and at lessee's sole risk, the right to the use of any space under, in, or on any adjacent street or sidewalk as lessor itself may have. Lessee shall vacate the space if lessor is ordered to vacate it by any public authority; the vacation of the space by lessee shall not entitle lessee to any reduction of rental due under this lease agreement. Lessee shall indemnify lessor against all claims of the City of Montpelier ~~*[name of city]*~~ or the County of Washington~~*[name of county]*~~, or any public authority, for compensation or damages for the use or occupation of or intrusion on any adjacent sidewalk or street by lessee or by any employee, agent, invitee, or anyone acting under instruction or authority of lessee. The rights of lessee under this lease agreement shall be subject to such present and future ordinances or regulations or laws as may be made by the City of Montpelier ~~*[name of city]*~~ or the County of Washington ~~*[name of county]*~~, or any other public authority having jurisdiction.

SECTION TWENTY-THREE.
REDELIVERY OF PREMISES

Lessee shall pay the rent and all other sums required to be paid by lessee under this lease agreement in the amounts, at the times, and in the manner provided in this lease agreement, and shall keep and perform all the terms and conditions on its part to be kept and performed. At the expiration or earlier termination of this lease agreement, lessee shall peaceably and quietly quit and surrender to lessor the premises and all improvements made thereon including fixtures but not lessee's personal property in good order and condition subject to the other provisions of this lease agreement. In the event of the nonperformance by lessee of any of the covenants of lessee undertaken in this lease agreement, this lease agreement may be terminated as provided elsewhere in this instrument.

SECTION TWENTY-FOUR.
REMEDIES CUMULATIVE

All remedies conferred on lessor in this lease agreement shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

SECTION TWENTY-FIVE.
INSURANCE

A. Insurance coverage of premises. Lessee shall, at all times during the term of this lease agreement and at lessee's sole expense, keep all improvements that are now or later a part of the premises insured against loss or damage by fire and the extended coverage hazards for the full ~~$*[dollar amount of hazard insurance]* of the full~~ replacement value of the improvements, with loss payable to lessor and lessee as their interests may appear. Lessor shall be designated as an

additional insured on such policy (ies). Any loss adjustment shall require the written consent of both lessor and lessee.
B. Personal injury liability insurance. Lessee shall maintain in effect throughout the term of this lease personal injury liability insurance covering the premises, any improvements thereto and its appurtenances and the sidewalks fronting on them in the amount of two hundred and fifty thousand ($250,000) dollars per individual and one million ($1,000,000,000) dollars per occurrence~~*[dollar amount of personal injury liability insurance per person]*~~ for injury to or death ~~of any one person, and $*[dollar amount of personal injury liability insurance per occurrence]* for injury to or death~~ of any number of persons in one occurrence, and property damage liability insurance in the amount of five hundred thousand ($500,000) ~~*[dollar amount of property damage liability insurance]*~~ and insurance on all boilers and other pressure vessels, fired or unfired, in the sum of two hundred thousand ($200.000(dollars. ~~*[dollar amount of boiler insurance].*~~ Such insurance shall specifically insure lessee against all liability assumed by it under this lease agreement, as well as liability imposed by law, and shall insure both lessor and lessee but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for lessor and lessee.
C. Lessor's right to pay premiums on behalf of lessee. All of the policies of insurance referred to in this section shall be written in a form satisfactory to lessor and by insurance companies satisfactory to lessor. Lessee shall pay all of the premiums for insurance and deliver policies, or certificates of policies, to lessor. In the event of the failure of lessee, either to effect insurance in the names called for in this lease agreement or to pay the premiums for the insurance or to deliver the policies, or certificates of the policies, to lessor, lessor shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums for the insurance, which premiums shall be repayable to lessor with the next installment of rental. Failure to repay the same shall carry with it the same consequence as failure to pay any installment of rental. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to lessor, that it will give to lessor *[number of days]* days' written notice before the policy or policies in question shall be altered or canceled. Lessor agrees that it will not unreasonably withhold its approval as to the form or to the insurance companies selected by lessee.
D. Definition of full replacement value. The term “full replacement value” of improvements, as used in this lease agreement, shall mean the actual replacement cost of the improvements from time to time less exclusions provided in the normal fire insurance policy. If either party believes that the full replacement value (that is to say, the then replacement cost less exclusions) has increased or decreased, it shall have the right, but, except as provided below, only at intervals of not less than *[number of years]* years, to have such full replacement value redetermined by the fire insurance company which is then carrying the largest amount of fire insurance carried on the demised premises (an “impartial appraiser”). The party desiring to have the full replacement value so redetermined by the impartial appraiser shall promptly, on submission of the determination to the impartial appraiser, give written notice of the submission to the other party to this lease agreement. The determination of the impartial appraiser shall be final and binding on the parties to this lease agreement, and lessee shall promptly increase (or may decrease) the amount of the insurance carried pursuant to this section as the case may be to the amount so determined by the impartial appraiser. The determination shall be binding for a period of *[number of years]* years, and subsequently until superseded by agreement between the parties to this lease agreement or by a subsequent redetermination by an impartial appraiser. Each party

shall pay one-half of the fee, if any, of the impartial appraiser. If during any such *[number of years]*-year period, lessee shall have made improvements to the premises, lessor may have such full replacement value redetermined at any time after the improvements are made, regardless of when the full replacement value was last determined.

E. Adjustment of coverage. If either party shall at any time deem the limits of the personal injury or property damage public liability insurance then carried to be either excessive or insufficient, the parties shall endeavor to agree on the proper and reasonable limits for insurance then to be carried. Insurance shall then be carried with the limits thus agreed on until further change pursuant to the provisions of this section; but, if the parties shall be unable to agree on the limits, the proper and reasonable limits for insurance then to be carried shall be determined by an impartial third person selected by the parties, or should they be unable to agree on a selection, by an impartial third person chosen by the *[title of impartial selector]*, or their successors on application by either party made after *[number of days]* days' written notice to the other party of the time and place of the application. The decision of the impartial third person as to the proper and reasonable limits for insurance then to be carried shall be binding on the parties, and insurance shall be carried with the limits as thus determined until the limits are again changed pursuant to the provisions of this SECTION TWENTY-FIVE. The expenses of the determination shall be borne equally by the parties.

F. Blanket insurance policies. In spite of anything to the contrary contained in this SECTION TWENTY-FIVE, lessee's obligations to carry the insurance provided for in this section may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by lessee. However, the coverage afforded lessor shall not be reduced or diminished or otherwise be different from that which would have existed under a separate policy meeting all other requirements of this lease by reason of the use of the blanket policy of insurance. The requirements of paragraph E of this SECTION TWENTY-FIVE must also be otherwise satisfied.

G. Cost of insurance deemed additional rental. The cost of insurance required to be carried by lessee in this SECTION TWENTY-FIVE shall be deemed to be additional rental under this lease agreement.

SECTION TWENTY-SIX.
PROHIBITION OF INVOLUNTARY ASSIGNMENT;
EFFECT OF BANKRUPTCY OR INSOLVENCY

A. Prohibition of involuntary assignment. Neither this lease agreement nor the leasehold estate of lessee nor any interest of lessee under this lease agreement in the ~~demised pr~~premises or in the building or improvements on the demised premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatever (except through statutory merger or consolidation, or devise, or intestate succession); any attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

B. Effect of bankruptcy. Without limiting the generality of the provisions of the preceding paragraph A of this SECTION TWENTY-SIX, lessee agrees that if any proceedings under the Bankruptcy Act or any amendment to the act be commenced by or against lessee, and, if against lessee, the proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or if lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which lessee is a party, with authority to take possession or control of

the ~~demised~~ premises or the business conducted on the premises by lessee, and such receiver is not discharged within a period of *[number of days]* days after his or her appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding paragraph A of this SECTION TWENTY-SIX shall be deemed to constitute a breach of this lease agreement by lessee and shall, at the election of lessor, but not otherwise, without notice or entry or other action of lessor, terminate this lease agreement and also all rights of lessee under this lease agreement and in and to the demised premises and also all rights of any and all persons claiming under lessee.

SECTION TWENTY-SEVEN.
NOTICE OF DEFAULT

A. Except as to the provisions of SECTIONS ELEVEN and TWENTY-SIX of this lease agreement, lessee shall not be deemed to be in default under this lease agreement in the payment of rent or the payment of any other moneys as required or in the furnishing of any bond or insurance policy when required in this lease agreement unless lessor shall first give to lessee *[number of days]* days' written notice of the default and lessee fails to cure the default within *[number of days]* days.
B. Except as to the provisions or events referred to in the preceding paragraph A, lessee shall not be deemed to be in default under this lease agreement unless lessor shall first give to lessee *[number of days]* days' written notice of the default, and lessee fails to cure the default within the *[number of days]*-day period, or, if the default is of such a nature that it cannot be cured within *[number of days]* days, lessee fails to commence to cure the default within the period of *[number of days]* days or fails to proceed to the curing of the default with all possible diligence.

SECTION TWENTY-EIGHT.
DEFAULT

In the event of any breach of this lease agreement by lessee, lessor, in addition to the other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the demised premises. The property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of lessee. Should lessor elect to reenter, as provided in this lease agreement, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, lessor may either terminate this lease agreement or it may from time to time, without terminating this lease agreement, relet the demised premises or any part of the demised premises for such term or terms (which may be for a term extending beyond the term of this lease agreement) and at such rental or rentals and on such other terms and conditions as lessor in the sole discretion of lessor may deem advisable with the right to make alterations and repairs to the demised premises. On each reletting: (a) lessee shall be immediately liable to pay to lessor, in addition to any indebtedness other than rent due under this lease agreement, the expenses of reletting and of making such alterations and repairs, incurred by lessor, and the amount, if any, by which the rent reserved in this lease agreement for the period of reletting (up to but not beyond the term of this lease) exceeds the amount agreed to be paid as rent for the demised premises for the period on reletting; or (b) at the option of lessor, rents received by the lessor from reletting shall be applied, first, to the payment of any indebtedness,

other than rent due under this lease agreement from lessee to lessor; second, to the payment of any expenses of reletting and of making alterations and repairs; third, to the payment of rent due and unpaid under this lease agreement, and the residue, if any, shall be held by lessor and applied in payment of future rent as it may become due and payable under this lease agreement. If lessee has been credited with any rent to be received by reletting under option (a), above, and the rent was not promptly paid to lessor by the new tenant, or if the rentals received from the reletting under option (b), above, during any month is less than that to be paid during that month by lessee under this lease agreement, lessee shall pay any deficiency to lessor. The deficiency shall be calculated and paid monthly. No reentry or taking possession of the demised premises by lessor shall be construed as an election on the part of lessor to terminate this lease agreement unless a written notice of such intention is given to lessee or unless the termination of this lease agreement is decreed by a court of competent jurisdiction. In spite of any reletting without termination, lessor may, at any subsequent time, elect to terminate this lease agreement for such previous breach. Should lessor at any time terminate this lease agreement for any breach, in addition to any other remedy it may have, lessor may recover from lessee all damages incurred by reason of the breach, including the cost of recovering the demised premises, and including the worth at the time of termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the demised premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from lessee to lessor.

SECTION TWENTY-NINE.
LESSOR'S RIGHT TO PERFORM

If lessee, by failing or neglecting to do or perform any act or thing provided in this lease agreement by it to be done or performed, shall be in default under this lease agreement and such failure shall continue for a period of *[number of days]* days after written notice from lessor specifying the nature of the act or thing to be done or performed, then lessor may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the demised premises for such purposes, if lessor shall so elect), and lessor shall not be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to lessee on account of that election. Lessee shall repay to lessor on demand the entire expense incurred on account of the election, including compensation to the agents and employees of lessor. Any act or thing done by lessor pursuant to the provisions of this section shall not be construed as a waiver of any such default by lessee, or as a waiver of any covenant, term, or condition contained in this lease agreement, or of any other right or remedy of lessor, under this lease agreement or otherwise. All amounts payable by lessee to lessor under any of the provisions of this lease agreement, if not paid when they become due as in this lease agreement provided, shall bear interest from the date they become due until paid at the rate of *[percentage rate of interest]*% per annum, compounded annually.

SECTION THIRTY.
LESSEE'S RIGHT OF FIRST REFUSAL
TO PURCHASE ~~DEMISED~~ PREMISES

If at any time during the term of this lease agreement lessor shall receive from any third party a bona fide offer to purchase the ~~demised~~ premises at a price and on terms acceptable to lessor, lessor shall give written notice of the price and terms to lessee, and lessee shall have sixty (60(~~*[number of days]*~~ days after such notice in which to execute a written agreement with lessor for the purchase of the ~~demised~~ premises at that price and on those terms. If lessor shall so notify lessee and lessee shall fail to execute the agreement within the sixty (60) ~~*[number of days]*~~ day period, lessor shall then be free to sell the premises ~~property~~ to the third party making the offer on the same terms and conditions set forth in the offer. If the property is so sold to that party, then all rights of lessee under this section shall promptly terminate. If the property is not sold to the party making the offer, then lessor shall give lessee the same right to purchase the premises ~~property~~ on receiving any subsequent offer from any third party that is acceptable to lessor; provided, however, that nothing contained in this SECTION THIRTY shall in any way limit the right of lessor to transfer or convey the ~~demised~~ premises on the dissolution of lessor or otherwise, for nominal or no consideration, and lessee shall have no right to purchase the premises ~~property~~ in the event of a transfer or conveyance.

SECTION THIRTY-ONE.
LESSEE'S OPTION TO TERMINATE

Lessee shall have the right, by written notice to lessor given at least one hundred and eighty (180) ~~*[number of days]*~~ days prior to (a) the expiration of the first five (5) ~~*[number of years]*~~ year period of the term of this lease agreement, or (b) the expiration of any subsequent five (5) ~~*[number of years]*~~ year period of the term of this lease agreement, to terminate this lease agreement and surrender its leasehold interest under this lease agreement to lessor, effective on the expiration on the specified termination date. ~~of the *[number of years]* year or *[number of years]* year period.~~ On such termination date ~~the effective date~~, lessee shall be relieved from all further liability under this lease agreement and shall deliver possession of the ~~demised~~ premises to lessor.

SECTION THIRTY-TWO.
EFFECT OF EMINENT DOMAIN

A. Effect of total condemnation. If the entire ~~demised~~ premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this lease agreement shall terminate and expire as of the date of the taking, and lessee shall then be released from any liability subsequently accruing under this lease agreement.
B. Effect of partial condemnation. If a portion of the ~~demised~~ premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by lessee, or if the remainder of the property is not one undivided parcel of property, lessee shall have the right to terminate this lease agreement as of the date of the taking on giving to lessor written notice of termination within *[number of days]* days after lessor has notified lessee in writing that the property has been so appropriated or taken.
C. If there is a partial taking and lessee does not so terminate this lease agreement, then this lease agreement shall continue in full force and effect as to the part not taken, and the rental to be paid by lessee during the remainder of the term, subject to adjustment as provided in the rental adjustment provisions of SECTION THREE of this lease agreement, shall be determined in the

manner provided for in the rental adjustment provisions. Any such determination shall not affect or change the times at which lessor may require an adjustment in rent under those provisions; provided, however, that the words "which in no event shall be less than the rental then being paid by lessee" appearing in the rental adjustment provisions shall not apply with respect to such determination, but shall apply with respect to any subsequent adjustment under the rental adjustment provisions.

D. Condemnation award. In the event of the termination of this lease agreement by reason of the total or partial taking of the premises by eminent domain, then in any such condemnation proceedings, lessor and lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.

E. In the event of a partial taking of the demised premises and this lease agreement is not terminated, then lessee shall have the right to make claim against the condemning or taking authority for only the unamortized cost of the improvements placed on the demised premises by lessee and located on the premises at the time of the taking or appropriation, which improvements shall be deemed to amortize in equal annual amounts over the period commencing with the date of completion of the improvements and ending on *[end date of amortization period]*.

SECTION THIRTY-THREE.
SURRENDER OF LEASE

The voluntary or other surrender of this lease agreement by lessee, or a mutual cancellation of this lease agreement, shall not work a merger, and shall, at the option of lessor, terminate all or any existing subleases or subtenancies or may, at the option of lessor, operate as an assignment to it of any or all such subleases or subtenancies.

SECTION THIRTY-FOUR.
DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE

On termination of this lease agreement for any cause, lessor shall become the owner of any building or improvements on the demised premises. If the building extends onto other property owned by the then lessee under this lease agreement, the lessee shall convey to lessor, on termination, an undivided interest as tenant in common in all of the property covered by the building which bears the same proportion to the whole as the area of the ~~demised~~ premises bears to the total area covered by the building. Lessor shall convey to lessee an undivided interest as tenant in common in the ~~demised~~ premises that bears the same relation to the whole of the ~~demised~~ premises as the area covered by the building not included in the ~~demised~~ premises bears to the whole area covered by the building.

SECTION THIRTY-FIVE.
TRANSFER OF SECURITY

If any security is given by lessee to secure the faithful performance of all or any of the covenants of this lease agreement on the part of lessee, lessor may transfer or deliver the security, as such,

to the purchaser of the reversion, if the reversion be sold, and then lessor shall be discharged from any further liability in reference to the security.

SECTION THIRTY-SIX.
NO WAIVER

The waiver by lessor of, or the failure of lessor to take action with respect to, any breach of any term, covenant, or condition contained in this lease agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this lease agreement. The subsequent acceptance of rent under this lease agreement by lessor shall not be deemed to be a waiver of any preceding breach by lessee of any term, covenant, or condition of this lease agreement, other than the failure of lessee to pay the particular rental so accepted, regardless of lessor's knowledge of a preceding breach at the time of acceptance of rent.

SECTION THIRTY-SEVEN.
EFFECT OF LESSEE'S HOLDING OVER

Any holding over after the expiration of the term of this lease agreement, with the consent of lessor, shall be construed to be a tenancy from month-to-month, at the same monthly rental as required to be paid by lessee for the period immediately prior to the expiration of the term of this lease agreement, and shall otherwise be on the terms and conditions specified in this lease agreement, so far as applicable.

SECTION THIRTY-EIGHT.
BINDING EFFECT

The covenants and conditions contained in this lease agreement shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to the lease agreement. All of the parties shall be jointly and severally liable under this lease agreement.

SECTION THIRTY-NINE.
TIME OF THE ESSENCE

Time is of the essence of this lease agreement, and of every covenant, term, condition, and provision of this lease agreement.

SECTION FORTY.
HEADINGS

The headings of the sections and paragraphs of this lease agreement are for convenience only and are not a part of this lease agreement and do not in any way limit or amplify the terms and provisions of this lease agreement.

SECTION FORTY-ONE.

GOVERNING LAW

This lease agreement shall be governed by, construed, and enforced in accordance with the laws of Vermont ~~*[name of state].*~~

SECTION FORTY-TWO.
ENTIRE AGREEMENT

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding on either party except to the extent incorporated in this lease agreement.

SECTION FORTY-THREE.
MODIFICATION OF AGREEMENT

Any modification of this lease agreement or additional obligation assumed by either party in connection with this lease agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

SECTION FORTY-FOUR
LEGISLATIVE MANDATE

In the event that there is any subsequent legislative action by the Vermont General Assembly which mandates a merger of lessor and lessee herein, this lease agreement shall be subject and subordinate to the determination(s) made by the governing body of the merged entities.

SECTION FORTY-FIVE ~~FOUR~~.
ADDITIONAL DOCUMENTS

The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this lease agreement.
The parties have executed this lease agreement at *[place of execution]* the day and year first set forth above.

[Name of lessor]
By:
[Name of officer of lessor]
[Title of officer of lessor]
[Name of lessee]
By:
[Name of officer of lessee]
[Title of officer of lessee]
[Acknowledgments]
[Attachment of exhibits]