

LEASE

Onset Bathhouse  
Wareham, Massachusetts

THIS INDENTURE OF LEASE, hereinafter referred to as "Lease", made as of this 12<sup>th</sup> day of June 2017, between The Town of Wareham, acting by and through its Board of Selectmen, with an address at Wareham Town Hall, 54 Marion Road, Wareham, Massachusetts 02571 (hereinafter referred to as "Town"), and the Buzzards Bay Coalition, Inc., a Massachusetts nonprofit corporation, with an address at 114 Front Street, New Bedford, Massachusetts 02740 (hereinafter referred to as "Tenant").

Whereas, the Town issued a Request for Proposals ("RFP") on April 7, 2017 for use of property it owns and controls in Onset;

Whereas the Tenant issued a response to the RFP on April 22, 2017;

Now, in consideration of the covenants herein set forth and contained on the part of Tenant to be paid, performed, and observed, the Town does hereby demise and lease unto Tenant, upon the terms and conditions set forth herein, the following land and building: one town-owned building known as the "Onset Bathhouse" located adjacent to Onset Pier on Onset Avenue, Wareham, Massachusetts 02571, being (a) a portion of the land shown on Assessor's Map 1, Lot 1048 and a portion of the parcel shown as "Bay-View Grove" a/k/a "Bay View Grove" a/k/a "Bayview Park" on a plan recorded at the Plymouth County Registry of Deeds in Plan Book 1, Page 58 (Serial No. 334 & 335), said portion containing approximately 16,889 square feet of beach and coastal bank, as shown on the "Lease Plan" attached hereto as Exhibit A and incorporated herein; and (b) the approximately 25.5' x 175' existing building located and also as shown on the "Lease Plan" attached hereto as "Exhibit A" and incorporated herein (collectively hereinafter referred to as "Premises", but subject to the reservations found in this lease and in "Exhibit B".

The Town and Tenant acknowledge that the Onset Bathhouse is a property significant to the Town of Wareham's history and particularly to the development of historic Onset Village. The Town and Tenant further acknowledge that the Onset Bathhouse structure warrants restoration of its historic character and stewardship. To that end, the Town and Tenant share the common goal of revitalizing and maintaining the Onset Bathhouse as a scenic, historic property for the recreational and educational benefit of Wareham's citizens. It is the intent of both parties that Tenant shall manage the Onset Bathhouse on behalf of the Town and open it to the general public for these purposes.

ARTICLE I

TERM

1.01: The term of this Lease (hereinafter referred to as "Term") shall be for a period of one (1)

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year commencing on June 12, 2017 (hereinafter referred to as "Term Commencement Date"), and shall continue, subject to Tenant's right to extend and/or terminate the Term as provided herein, and shall terminate on June 11, 2018, the last calendar day of said one (1) year term (hereinafter referred to as "Original Termination Date") if it is not extended according to the terms outlined in Article 1.02 below.

1.02: The Town and the Tenant agree that this Lease is entered into pursuant to Article 14 of the 2016 Annual Spring Town Meeting of the Town of Wareham and that the Lease term shall be automatically extended to ninety nine (99) years upon approval of a Special Act of the Great and General Court (hereinafter referred to as the "Lease Extension Approval Date") and shall terminate on the last calendar date of the said ninety-nine (99) years term, (hereinafter referred to as the "Extended Termination Date" subject to the terms and conditions as provided herein).

1.03: Without prejudice to the other rights and remedies in this agreement, if the Term is extended per Article 1.02 above, the Town and the Tenant shall mutually conduct a performance review of the Lease five (5) years following execution of this Lease, by the last calendar date of December 2022. Thereafter, the Town and the Tenant shall mutually conduct a performance review of the Lease by the last calendar date of every five (5) years during the term of the Lease. Upon each said review the Town and the Tenant may choose to terminate the Lease if, and only if, both parties mutually agree to terminate. If the Town and the Tenant both agree to terminate the Lease, Tenant shall vacate the Premises within ninety (90) calendar days after the date of mutual agreement.

At the end of the Lease term, by expiration or termination, unless further extended by mutual agreement of the parties, the Town shall retain all of its right, title and interest, if any, in the Premises and all structures located on the Premises shall be deemed the property of the Town.

1.04: Tenant, upon performing and observing all of the terms, conditions, and covenants of this Lease on Tenant's part to be performed and observed, shall peaceably and quietly have, hold, and enjoy the Premises during the Term, and the Town shall not interfere with the peaceful and quiet occupation and enjoyment of the Premises by Tenant, which occupation and enjoyment shall be without hindrance or ejection by the Town, subject, nevertheless, to the terms of this Lease.

## ARTICLE II

### RENT AND PERFORMANCE

2.01: In lieu of cash rent, Tenant agrees to the terms, conditions and covenants set forth below.

Tenant will provide the educational, community and recreational programs as it promised in its response to the Town's RFP. Tenant shall renovate and improve the Onset Bathhouse for use

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as educational, public function and boat and water-dependent equipment storage space commencing within three (3) years from the Lease Extension Approval Date and proceed diligently to completion but in any event within eight (8) years from the Lease Extension Approval Date. Renovations of the Onset Bathhouse shall conform to the United States Secretary of Interior Standards for the Treatment of Historic Properties to the extent practicable in a coastal flood zone and all other applicable laws and regulations. In accordance with the Tenant's proposal submitted in response to the RFP it is anticipated that the Tenant will invest \$1,750,000.00 in the renovation of the Onset Bathhouse and surrounding grounds. The structure itself, currently dilapidated but structurally sound, would be restored to its turn-of-the- 20<sup>th</sup> century splendor, including reconstruction and expansion of an original second level to serve as classroom/function space. This anticipated \$1,750,000.00 investment is in addition to the \$215,000.00 in Community Preservation Funds approved for this project under Article 13 of the 2016 Annual Spring Town Meeting of the Town of Wareham.

If distributed evenly across the 99 year term of this Lease (1,188 months), the anticipated \$1,750,000.00 investment equals \$1,473.00 per month (hereinafter "hypothetical rent") with all the investment being made up front. The hypothetical rent shall accrue from the date of the execution of the initial Lease between the parties for the Premises. If Tenant fails to complete the project (as represented herein and in its response to the Town's RFP) within the eight (8) year period set out above (work and timing collectively called "project completion"), in addition to any other remedies which the Town may have, such accrued hypothetical rent shall become actual rent payable in one lump sum 1 (one) day after such failure.

Thereafter, without derogating from any of the Town's other rights and remedies, after failure to achieve project completion within the eight (8) year period set out above, Tenant shall pay rent of \$1,473.00 on the first of each month until such time as the project is completed. The Town reserves the right to annually adjust such rent upward to the twelve (12) month running average of the Consumer Price Index for All Urban Consumers (CPI-U) in the Boston-Brockton-Nashua area as prepared by the U.S. Bureau of Labor Statistics for the preceding twelve (12) months.

Notwithstanding anything to the contrary herein, if the project is determined not to be feasible and the Tenant does not commence construction within the three (3) year period after the Lease Extension Approval Date then the Tenant may terminate this Lease during said three (3) year period by written notice to the Town without liability for any hypothetical rent hereunder.

(B) Upon commencement of this Lease, Tenant shall regularly maintain the building and grounds around the Onset Bathhouse in good condition, including trimming of weeds and removal of trash as Tenant deems necessary.

2.02: Triple Net Lease. The parties agree and acknowledge that the Tenant's use and occupancy of the Premises shall be on a so-called "triple-net basis," meaning and intending

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hereby that the Tenant shall also pay for *all* personal property taxes, insurance and utilities related to the Premises and as set forth herein and Town shall arrange to have the bills for the same directed to the Tenant which shall make such payments directly. To the extent that it has an insurable interest, Tenant shall directly obtain fire and casualty insurance for the Premises. In the event that the Tenant does not have such an insurable interest then the Town shall include the Premises as part of its insurance coverage, to the extent any such coverage is available, with the cost to be paid by the Tenant.

2.03: "Additional Rent": Tenant's Work. Tenant agrees and acknowledges that the significant element of consideration supporting this Lease is the historic rehabilitation of the Onset Bathhouse, maintenance thereof, and recreational and education use of portions of the Premises. Repairs to be performed "as needed," however, are to be performed to the extent determined to be necessary at the sole and exclusive discretion of the Tenant. Tenant shall provide an annual report to the Town regarding Tenant's Work under this Lease, to be submitted by the last calendar day of December of each year.

All Tenant's work hereunder is to be rendered in a good and workmanlike fashion with first-quality materials, in compliance with applicable laws and regulations including Town building codes.

### ARTICLE III

#### UTILITY CHARGES

Tenant shall pay promptly, as and when the same become due and payable, all bills for gas, fuel, heat, sewer, water, telephone, electricity, and other utilities furnished to the Premises during the Term, and Tenant shall contract for the same in Tenant's own name. Tenant shall keep the Onset Bathhouse adequately heated during the normal heating season. Additionally, Tenant may, at Tenant's sole cost and expense, install utilities, including but not limited to, photovoltaic solar panels, geothermal pumps and a sewer connection.

### ARTICLE IV

#### USE OF PREMISES

4.01: Permitted Uses. Tenant shall not make or permit any use of the Premises which will be unlawful or contrary to any applicable laws or municipal ordinances including, but not limited to, all zoning, building, sanitary rules, codes, statutes, regulations, or ordinances which will make voidable any insurance maintained on the Premises, but Tenant is permitted lawful uses consistent with its corporate charter and mission, including all normal activities associated with public outreach, recreational watersports, aquaculture and environmental education. The Premises may be used for office and educational purposes and other purposes accessory thereto and for those uses included in the Town's RFP of and Tenant's response to said RFP.

Tenant may also operate other activities and private special events on the Premises that are outside the regular mission of Tenant. Tenant is responsible for obtaining all required permits,

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licenses, and insurance necessary for such operations.

The Town shall have the exclusive right to use those designated spaces of the Premises as described in "Exhibit B" and incorporated herein.

4.02: Park & Beach Service Access & Parking Spaces. Tenant may have service access to the Premises by vehicular and pedestrian means across adjacent town property, by (1) across the beach from the Onset Pier to the east, and (2) from BayView Park to the north, subject to all applicable laws and regulations.

4.03: Signs. Tenant may erect signs and advertise current activities on the Premises, subject to applicable Town Bylaws, policies and regulations.

4.04: Keys and Locks. Tenant may change locks at start of this Lease and any time thereafter. Any locks so installed shall become the property of the Town. Tenant shall deliver all keys to the Premises to the Town upon termination of this lease.

4.05: Subleases. Tenant shall have the right subject to the prior approval of the Board of Selectmen, to sublease all or a portion of the Premises to others for recreational, educational or aqua cultural purposes, including water-related rentals or shellfish propagation, or to nonprofit organizations with a principal place of business in Plymouth, Bristol, Barnstable, or Dukes Counties and a corporate mission similar to those of the Tenant. Tenant's sub-lessee(s) shall be entitled to all rights of ingress and egress to the Premises and the right to install utilities on the Premises as if said sub-lessee were the Tenant under this Lease.

## ARTICLE V

### FIXTURES, EQUIPMENT AND IMPROVEMENTS: REMOVAL BY TENANT

All fixtures, equipment, and appurtenances attached to the Premises prior to or during the Term shall be, and remain part of, the Premises and shall not be removed by Tenant at the end of the Term. Tenant shall have the right, at the expiration or prior termination of the Term hereof, to remove Tenant's personal property and trade fixtures from the Premises; provided, however, such removal is accomplished without damage to the Premises, or Tenant repairs any damage to the Premises caused by such removal. Tenant may from time to time identify in writing to the Town those fixtures constituting "trade fixtures." Tenant shall remove any specialized Tenant improvements unless the Town shall have specified in writing to Tenant, at the time, that the Town consented to the making of such specialized improvements and that the same were not to be removed by Tenant at the expiration of the Term. The Tenant shall leave the Premises broom clean and in good order and condition at the end of the Term hereof.

## ARTICLE VI

### INSURANCE

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6.01: At Tenant's sole cost and expense, Tenant shall obtain and provide on or before the Term Commencement Date, and keep in force at all times thereafter until the end of the Term or the earlier termination of this Lease, the following insurance coverages with respect to the Premises: liability insurance, with contractual liability endorsement, relating to the Premises and its appurtenances on an occurrence basis with a minimum single limit of One Million Dollars (\$1,000,000.00) per occurrence. Notwithstanding the foregoing, however, the Town hereby reserves the right to require Tenant to increase the insurance limits thereof in order to render the same commensurate with similarly situated properties; provided, however, that such right may not be exercised by the Town more often than once every three (3) years.

To the extent that it has an insurable interest, Tenant shall obtain casualty and fire insurance for the premises at its own expense.

On an occurrence basis in such amount and form as the Town may reasonably require, and before undertaking any additions, alterations, improvements, or construction or any other activities for which the insurance required by this Section will either be insufficient or not cover, Tenant shall, at Tenant's sole cost and expense, obtain such additional insurance rider(s) or other lapsable coverage insuring the Town and Tenant against any liability which may arise on account of such proposed additions, alterations, improvements, or construction or such aforementioned activities.

All of the insurance required by this Section, except any Worker's Compensation Insurance, shall be written in the name of Tenant with the Town designated as an "additional insured" on all policies of such insurance and shall be written by one or more responsible insurance companies.

6.02: Tenant acknowledges and agrees that it is Tenant's sole obligation to obtain insurance for Tenant's equipment, decorations, furnishings, trade fixtures, personal property, and all contents thereof in an amount adequate to cover the replacement cost of the same.

6.03: Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the Commonwealth of Massachusetts, the Town and the Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them (or which would have been covered had such party carried the insurance required to be carried by it under this lease), respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.

Any waiver of rights contained in this Article shall be ineffective if such waiver shall be unobtainable or result in an increase in the cost of insurance for the waiving party unless the other party shall pay such increase within ten (10) business days after notice thereof.

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ARTICLE VII

REPAIR AFTER CASUALTY

If the Premises or any of the Buildings located thereon shall be destroyed or damaged by fire, flood, or other casualty, insofar that said damage renders the Premises unusable by the Tenant, or if damage renders a portion of the Premises untenable such that the undamaged portion is unsuitable for Tenant's continued purpose pursuant to this Lease, neither party shall have the obligation but may elect to rebuild or restore the Premises, and Tenant shall have the option to terminate this Lease as of the date on which written notice of such termination is provided to the Town by Tenant; provided, however, such termination occurs within six (6) months of the fire, flood or other casualty.

ARTICLE VIII

EMINENT DOMAIN

If a substantial portion of the Premises is acquired or condemned by right of eminent domain for any public or quasi-public uses or purposes so as to adversely and substantially interfere with Tenant's ability to do business on the Premises, then Tenant can, within thirty (30) calendar days after Tenant is denied possession of such portion of the Premises, terminate this Lease by giving notice to the Town of Tenant's election. In the event of such election, the obligations of Tenant under Article II hereunder shall be adjusted and apportioned as of the date of such taking. Tenant will be compensated for all damages made to improvements made by Tenant and affected by the taking, with said compensation being the depreciated value of Tenant's improvements in the Premises. If this Lease shall not be terminated as aforesaid, then this Lease shall continue in full force and effect, and Tenant shall be compensated for damages to improvements affected by the taking, with said compensation being the depreciated value of Tenant's investment in the Premises. Similarly, in the event this Lease shall not be terminated, the obligations of Tenant under Article II hereunder and relating to the taken portion shall be extinguished, and no alternate or substitute obligation shall be required of, or imposed upon, Tenant.

ARTICLE IX

EVENT OF DEFAULT

9.01: Any of the following shall be deemed an Event of Default by Tenant:

(A) Tenant's failure to restore or observe any other terms, conditions, or covenants of this Lease to be performed or observed by Tenant, if such failure continues for six (6) months after Tenant's receipt of written notice; however, if said failure continues beyond said six (6) month period, said failure is not an Event of Default only if: (i) Such longer period is reasonably necessary because such default is not curable within such six (6) month period; and (ii) Tenant commences to cure such default within said six(6) month period and, thereafter, diligently prosecutes the same to completion.

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(B) The failure to pay any amount or charge, payable by Tenant hereunder within six (6) months after receipt of written notice from the Town that the same is due.

(C) The failure by the Tenant to achieve project completion within the eight (8) year period after the Lease Extension Approval Date and/or any change in the use of the Premises not authorized under this Lease, if such failure continues for six (6) months after receipt of written notice thereof by Tenant; provided, however, that, if said failure continues beyond said six (6) month period, said failure is not an Event of Default only if: (i) Such longer period is reasonably necessary because such default is not curable within such six (6) month period; and (ii) Tenant commences to cure such default within said six (6) month period and, thereafter, diligently prosecutes the same to completion.

9.02: In the event of Tenant's bankruptcy, the Lease shall terminate, releasing Tenant and the Town of their obligations under this Lease, and the Tenant shall vacate the Premises in accordance with Article V.

## ARTICLE X

### REMEDIES

10.01: Upon the occurrence of any Event of Default by Tenant, the Town may, at Town's option, terminate this Lease with prior written notice to the Tenant (subject to any applicable grace period provided in this Lease) in addition to exercising any other remedy or right the Town has hereunder or by law, but only to the extent permitted by law.

Notwithstanding the termination of this Lease by reason of Tenant's default, Tenant shall remain liable to the Town for damages resulting from Tenant's default. Upon termination, such damages recoverable by the Town from Tenant shall be any loss or damage sustained by reason of any termination caused by the default of, or the breach by, Tenant. The Town's damages hereunder shall include, but shall not be limited to, reasonable costs incurred by the Town in moving and storing Tenant's belongings pursuant to eviction proceedings; reasonable costs incurred by the Town in cleaning the Premises in order to re-let the same; and reasonable advertising costs incurred by the Town for the re-letting of the Premises. Notwithstanding anything in this Lease to the contrary, in no event shall the Tenant ever be liable for any damages attributable to lost rental income, nor for any consequential or indirect damages.

The Town's cause of action under this Section shall accrue when a new tenancy or lease term first commences subsequent to a termination under this Lease. In such event, the Town's damages shall be limited to any and all damages sustained by it prior to said new tenancy or lease term.

The Town shall also be entitled to any and all other remedies provided by law. All rights and remedies are to be cumulative and not exclusive.

10.02: Upon the occurrence of any Event of Default by the Town, Tenant may, at Tenant's

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option, terminate this Lease at any time upon the date specified in a notice to the Town. In the alternative, after providing to the Town at least five (5) business days' prior written notice of Tenant's election to do so, Tenant may perform applicable obligations on behalf of, and for the account of, the Town; and may take all action necessary to perform such obligations. In the event of any emergency, no such notice aforesaid shall be required.

ARTICLE XI

MECHANICS' LIENS

Tenant shall not permit any mechanic's, laborer's, or other lien of any kind to be filed against, or attached to, the Premises for any work done by Tenant. In the event any such lien shall attach to the Premises for any such work, Tenant shall, within sixty (60) calendar days thereafter, pay, bond, or discharge the same or, if Tenant desires to contest the same, furnish the Town with adequate security to save and protect the Town and Tenant against the lien thereof.

ARTICLE XII

NOTICE

Any notice or consent required to be given by, or on behalf of, either party to the other shall be in writing and shall be given by mailing such notices or consent by registered or certified mail, with return receipt requested, with postage paid, and having been addressed, to wit:

To Town:

Town of Wareham

Attn: Town Administrator

54 Marion Road

Wareham, MA 02571

To Tenant:

Buzzards Bay Coalition

Attn: President

114 Front Street

New Bedford, MA 02740

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or to other such address as may be specified from time to time in writing. All notices provided in accordance with the provisions hereof shall be deemed, conclusively, to be received by the party to whom the same is addressed three (3) business days following the date that the same is deposited for mailing. In the alternative, notice may be delivered by overnight mail and shall be deemed, conclusively, to be received by the party to whom the same is addressed one (1) business day following the date that the same is deposited for overnight mailing.

ARTICLE XIII

TOWN'S ACCESS

Tenant shall permit the Town to enter the Premises from time to time during the Lease for any lawful purpose, including but not limited to, inspecting the same or making repairs thereto. The Town shall also be entitled to enter the Premises if it appears to have been abandoned by Tenant (for a period of at least twelve (12) consecutive months). Any person entitled to enter the Premises in accordance with this Paragraph may do so through its duly authorized representative. In any event, Tenant shall be informed at least seventy-two (72) hours in advance of any proposed entry hereunder except in the case of emergency. Nothing contained in this Paragraph shall be construed to require the Town to make any such repairs aforesaid.

ARTICLE XIV

MISCELLANEOUS

14.01: Governing Law. The laws of the Commonwealth of Massachusetts shall govern the enforcement, performance, and validity of this Lease, and the invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

14.02: Severability Clause. If any portion of this Lease or the application thereof to any person or circumstance is, to any extent, held or declared to be void, illegal, invalid, or unenforceable, then each party to this Lease shall be relieved of all obligations under said portion; provided, however, that the remainder of this Lease and any application of said portion to persons or circumstances other than those to which it is held or declared void, illegal, invalid, or unenforceable shall be valid and enforced to the fullest extent permitted by law.

14.03: Waiver. The waiver of one breach of any term, condition, covenant, obligation, or agreement of this Lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.

14.04: Captions. Any paragraph titles or captions contained in this Lease are for convenience only and shall not be deemed part of the context of this Lease.

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14.05: Force Majeure. In the event either party to this Lease shall be delayed or hindered in, or prevented from, the performance of any act required under this Lease by reason of war, riots, strikes, lockouts, insurrection, labor troubles, failure of power, adverse weather conditions, inability to procure materials, or restrictive governmental law or regulations, then performance of such act shall be excused for the period of delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

14.06: Tenant's obligation to perform any covenant or obligation of Tenant under this Lease shall be independent of every other covenant or obligation of Tenant hereunder.

14.07: Representations, Warranties and Covenants. The parties each hereby represents, warrants and covenant to the other as follows:

(a) They each have full power and authority to enter into and perform its obligations under this Lease. Neither the execution and delivery of this Lease, nor the performance of any obligations by each party hereunder is subject to any requirement that it obtain any consent, license, approval or authorization of, or make any declaration or filing with, any governmental authority or third party.

(b) Neither party has received any notice that any default or breach exists under any covenant, condition, restriction, right of way, easement or other encumbrance affecting any part of the Premises and has no knowledge of any fact or condition which would constitute such default or breach.

(c) There is not now pending, nor to the best knowledge of either party has there been threatened, any action, suit, or proceeding against or affecting the Premises before or by any federal or state court, commission, regulatory body, administrative agency or other governmental body, domestic or foreign, wherein an unfavorable ruling, decision or finding may reasonably be expected to have a material adverse effect on the condition or operations of the Premises.

(d) There are no leases, management, service, supply, maintenance or other contracts whatsoever with respect to or affecting the Premises which would be binding upon Tenant.

(e) The Town has not entered into any presently effective contract or contracts regarding the sale, conveyance, transfer or disposition of the Premises. The Town has not granted to anyone and no one possesses any option to purchase or right of first refusal to purchase the Premises or any portion thereof. The Town has not entered into any occupancy contract, leases or the like with respect to the Premises.

(f) Neither party, by reason of any of its own action or omission, shall cause or permit any representation or warranty to become not true, incorrect or inaccurate.

(g) Each party will promptly give notice to the other of every threatened or actual litigation whether or not covered by insurance against or relating to the Premises.

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14.08: Notice of Lease. Tenant agrees not to record the within Lease, but each party hereto agrees, on the request of the other, to execute a notice of lease in form recordable and complying with applicable law. Any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease and is not intended to vary the terms and conditions of this Lease.

14.09: Limited Liability. In no event shall any trustee, officer, director, member, employee or agent of either party hereto have or incur any personal liability for any of the liabilities or obligations of such party and no personal judgment shall be sought, levied or enforced against any such person individually.

14.10: Amendment. The Lease may be amended in writing at any time by mutual agreement of the Tenant and the Town.

14.11: Entire Agreement. The terms and conditions of the Town's Request for Proposals of April 7, 2016 and the Tenant's response to said RFP of April 22, 2016 are incorporated herein and made part of this Lease and together with this Lease represent the entire agreement between the parties. This Lease shall inure to the benefit of and shall be binding upon the successors and/or assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Indenture of Lease in multiple copies, each to be considered an original hereof, as a sealed instrument on the day and year set forth in the first Paragraph hereof, and, by his or her execution hereof, each of the signatories on behalf of the respective parties hereby warrants and represents to the other that he or she is duly authorized to execute this Lease on behalf of such party.

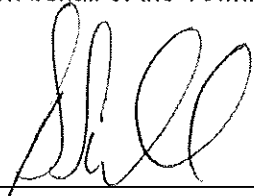
Executed as a sealed instrument this \_\_\_\_ day of June, 2017.

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FOR THE TOWN OF WAREHAM:

The undersigned, being the Town Administrator of the Town of Wareham, MA, hereby certifies that at a meeting duly held on June 12, 2017, the Selectmen voted to approve the foregoing Lease of the Onset Bathhouse to the Buzzards Bay Coalition, Inc., and authorized the Town Administrator to execute it on behalf of the Town.

  
\_\_\_\_\_

Derek Sullivan, Town Administrator

Duly authorized

COMMONWEALTH OF MASSACHUSETTS

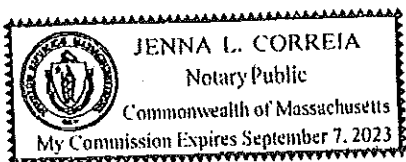
COUNTY OF PLYMOUTH

On this 12th day of JUNE, 2017 before me, the undersigned notary public, personally appeared Derek Sullivan, proved to me through satisfactory evidence of identification, which was MA ID, to be the person whose name is signed on the preceding document or attached document, acknowledged to me that he was duly authorized and signed it voluntarily for its stated purpose.

  
\_\_\_\_\_

Notary Public for Massachusetts

My Commission Expires: 9/7/2023



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FOR TENANT: BUZZARDS BAY COALITION, Inc.

Mark Rasmussen

Mark Rasmussen, President

Duly authorized

Russell Keeler

Russell Keeler, Treasurer

Duly authorized

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BRISTOL

On this 12<sup>th</sup> day of June, 2017 before me, the undersigned notary public, personally appeared Mark Rasmussen & Russell Keeler, each who proved to me through satisfactory evidence of identification, which was personal knowledge, each to be the person whose name is signed on the preceding document or attached document, acknowledged to me that each was duly authorized and each signed it voluntarily for its stated purpose.

Allen D. Decker  
Allen D. Decker  
Notary Public for Massachusetts

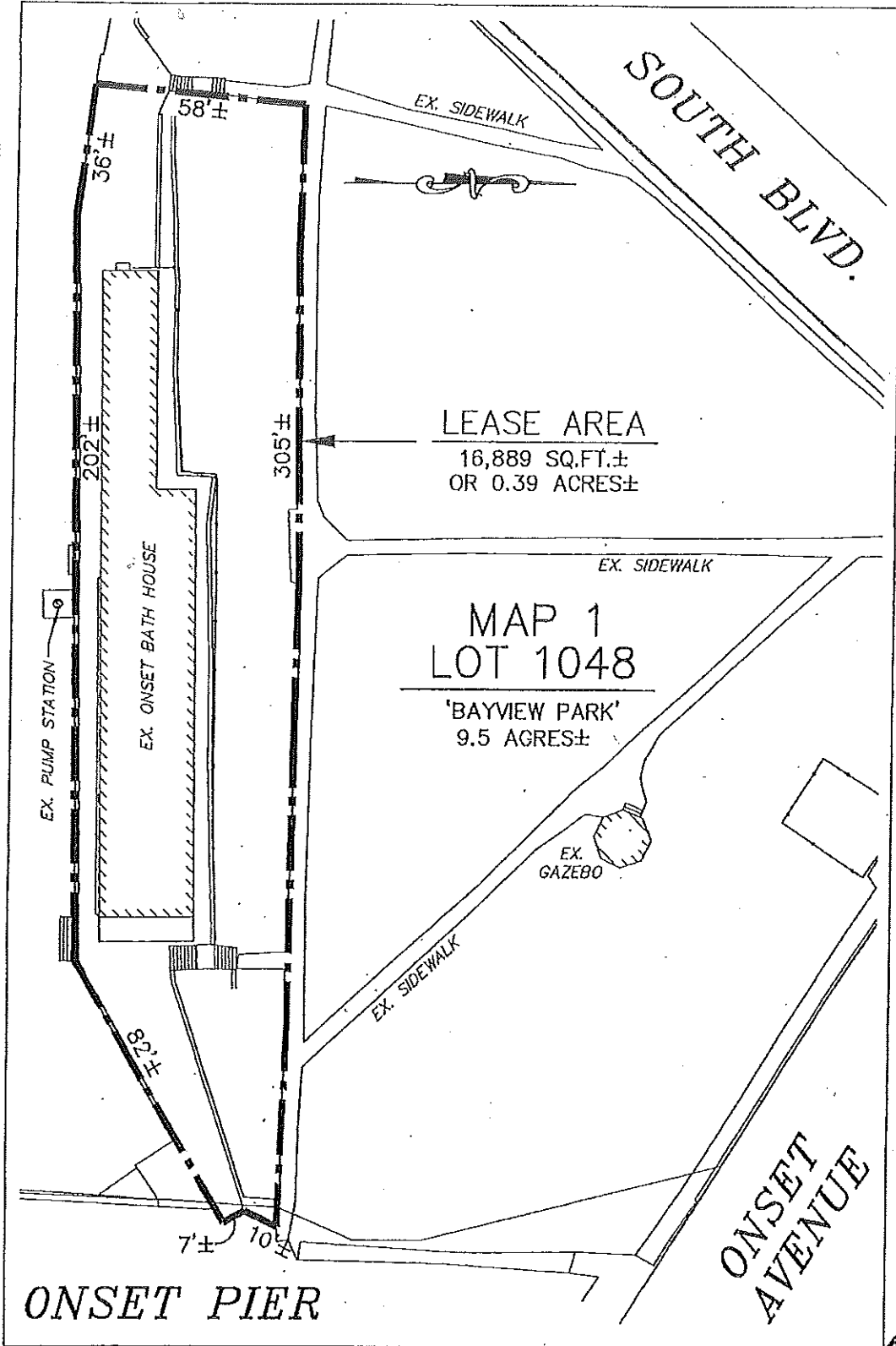
My Commission Expires: 01/04/2023

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SCALE: 1" = 40'

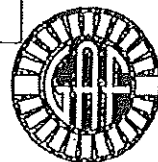
FIGURE 1

JULY 12, 2016

BUZZARDS BAY COALITION

WAREHAM, MA

LEASE PLAN



ENGINEERING, INC.

## "EXHIBIT B"

### TOWN USE

The Town of Wareham shall have the right to use up to 600 square feet of the Premises as described in the Tenant response to the Town's April 2016 RFP and further as described below:

1. Western End, Ground Floor:
  - a. 144 square feet of finished space will be provided for the town's sole and exclusive use at the far western end of the building. Said space shall have its own exterior entrance and a window.
  - b. 300 square feet of shared wet utility space, immediately adjacent and connected by doorway to the 144 sf of space described above.
2. Eastern End, Ground Floor:
  - a. 150 square feet of finished space will be provided for the town's sole and exclusive use at the far eastern end of the building. Said space shall have its own exterior entrance and a window.

The Town shall maintain these spaces in good condition and shall be responsible for any damage to persons or property arising out of the Town's use of said spaces. The Town shall not use these spaces for any noxious uses. Tenant shall install an electric meter or meters for the Town's exclusive use spaces, and the Town shall be responsible for payment of the metered electrical charges.

Town Initials

TS

Tenant Initials

WR