

LEASE AGREEMENT

This Lease is made on this 2nd day of September 2022 by and between THE TOWN OF JAMESTOWN (the "Town"), a municipal corporation organized and validly existing under the laws of the State of Rhode Island, (hereinafter called the "Lessor"), and CONANICUT ISLAND SAILING FOUNDATION ("CISF"), a 501(c)(3) Organization, organized and validly existing under the laws of the State of Rhode Island, (hereinafter called the "Lessee"), upon the following terms and conditions:

LEASED PREMISES

Lessor does, by these presents, lease and demise unto the Lessee the following described premises: That certain portion of land located at Fort Getty, located in Jamestown, Rhode Island, as shown on the attached CISF Campus, Use Area map, and hereinafter referred to as the "Demised Premises" which hereinafter includes both Primary Use (exclusive use by the Lessee) Space, labeled on the Map as Area A, A1 and A2, and Shared Space (areas shared with the Lessor), which includes areas on the map entitled B through E labeled as "use agreement", "flex use" and "shared storage" defined below. (Attached hereto as Exhibit 1, incorporated herein by reference).

TERM OF LEASE

This Lease shall be for an initial term of twenty (20) years from the date hereof. The lease term shall be extended automatically for an additional term of ten (10) years provided Lessee is not default under any of the material terms of this Lease, which default continues after Lessor's notice thereof and reasonable opportunity to cure such default.

RENT

In lieu of the payment of rent, the Lessee covenants and agrees to perform the improvements to the Demised Premises as identified in this Lease, and to use and occupy the Demised Premises in accordance with the terms of this Lease. By these actions and the marine recreation and educational programs provided by CISF, CISF provides benefit to the Town (see attachment of 2021 reports) the Town otherwise could not provide.

USE

The Lessee shall use the Demised Premises for a year-round boating and marine education center, which shall include, marine recreation and educational programming but not be limited to offering classes, boat rentals, regattas, sailing lessons, and community sailing programs. CISF will receive 10 staff Ft. Getty parking passes to allow entry into Ft Getty. Fundraising activities for CISF at the Demised Premises are permitted with the consent of the Town which consent shall not be unreasonably delayed or withheld. With CISF and Town Recreation Department approval, other parties, as consented to by CISF, may use the Demised Premises to support CISF's mission. Please see attached report for 2021 for examples of use. The Lessee shall update and submit an annual report of its use to the Lessor by December 1 of each year. The Lessee and Lessor also agree to

review shared space every two-years. Items to be discussed may include but not be limited to shared use space, boat ramp, events, boat rentals, outdoor boat and general storage.

Shared use disputes will first be looked at by the Recreational Department, then if not resolved, by the Town Administrator and then the Town Council.

The areas subject to this agreement are presented in the attached map. They include:

Area A is the location of any proposed facilities. It is located at the north west corner of the main north south roadway to the boat ramp and the northernmost east west road off of that main roadway for the exclusive use of CISF. It is west of the main roadway, north of the secondary roadway, east of the existing campground bathrooms.

It is understood that area A includes the septic system for this part of Fort Getty, including for the campground bathrooms. Should the proposed facilities or landscape interventions or any use of area A by CISF or the town require modification of this septic system, in whole or in part, agreement between CISF and the town regarding changes to the septic system will be developed prior to any approvals being granted by the town council, planning commission or other agency. Notwithstanding the foregoing, in the event the septic system shall become inoperable or require maintenance, the Lessor shall provide temporary alternatives such as "port-a-potties".

Area A1 includes ten parking spaces south of Area A with access from a lesser north south roadway for exclusive use of CISF. This area shall be so marked by the town. (These spaces are to the west of what is currently described as Area E on the map.

Area A2 includes the area across the north south road to the ramp that is the same length along the road to the ramp as Area A for the exclusive use of CISF. This is the current location of CISF bathroom and potential location of CISF storage/ equipment in season.

This lease agreement for area A, A1 and A2 shall grant CISF, use and control of these area. The facilities, amenities or landscape interventions and the equipment and programs maintained within them shall be as directed or controlled by CISF as noted in this lease.

Area C is the existing boat ramp and the access along the road to it. This is a public boat ramp. CISF's access to the boat ramp, the adjacent beach to the north of it or the roadway that leads to it, shall be shared space during the term of this lease.

Area D is the location of boat, kayak and other storage for CISF and the town in the predominant season.

Areas E and B are fields that may be accessed by CISF or its accompanying, permitted organizations for a variety of uses, which may include but are not limited to playfields, temporary boat storage, picnics, events and event parking.

Lessee shall maintain its nonprofit tax status, continue to provide scholarships for its programs and continue to offer community programming.

The Lessee agrees not to discriminate against any person in the use of the Demised Premises because of his/her/their race, sex, religion, nationality, handicap, age, sexual preference or any other matter provided by applicable law.

The failure of Lessee to use the Demised Premises for a year-round boating and marine education center, which shall include, but not be limited to marine recreation and educational programs, shall constitute a material breach and be the basis of a notice of breach with an allowance for the Lessee to cure such breach within 6 months or be subject to eviction.

CONSTRUCTION AND/OR IMPROVEMENTS MADE BY LESSEE DURING THE TERM OF THE LEASE

Prior to Lessee's construction of permanent or semi-permanent facilities or any intervention that alters the landscape of Area A, A1 or A2 described above Lessee shall submit a concept plan (the "Plan"), including site plan and preliminary building and or landscape elevations and description of the uses of these interventions for approval by the Town Council.

Review of the Plan must be undertaken within 30 days of its submittal to the Town Council and approval shall not be unreasonably delayed or withheld.

Upon approval by the Town Council of the "Plan", Lessee shall submit to the Jamestown Planning Commission detailed plans and elevations, including exterior lighting and landscape plans for approval by the Jamestown Planning Commission through its Development Plan Review process and requirements as stipulated by the town planner as relevant to this project.

Any part of the Plan by the Planning Commission that requires that the Town contribute to the construction or maintenance of these improvements, such as but not limited to the reorganization or reconstruction of pathways or roadways, bathrooms, septic services or drainage systems, must be approved by the Town Council if not expressly approved in the review of the Plan.

Upon approval by the Jamestown Planning Commission and Town Council (if required) the Plans shall be subject to the approval of and respective state agencies (including but not limited to RIDEM and RICRMC) and local building officials.

The development of the Areas known as A, A1 and A2 by Lessee shall include, but not be limited to the construction of the following improvements at the Lessee's sole cost and expense:

1. permanent and/or or temporary structures
2. permanent and/or temporary restrooms until planned permanent restrooms are complete

3. plantings and landscaping. Any plantings will be for screening and mitigation, NOT to block views
4. grading to improve drainage
5. improved traffic flow and one or more drop-off zones
6. ADA compliant walkways and paths
7. refurbishment of the current concrete pad if necessary

Lessor covenants and agrees to construct and/or maintain the following structures and facilities at Lessor's sole cost and expense in the Shared Space (also known as Areas B, C, D, and E)

1. adequate utilities (electric/water) to service the structures constructed by Lessee (includes use of the existing septic field if that is permitted)
2. parking for automobiles, Area A1
3. summer trailer storage in Kit Wright Trail (Area D)
4. kayak storage on rack at Kit Wright Trail (Area D)
5. winter storage for trailers and boats in Town specified location until on-site storage is available
6. access to ramp and beaches
7. access and use of paths around Fort Getty and Kit Wright Trail
8. access and shared use of nearby field (Area B and E)

CISF reserves the right to name the facilities it constructs on the Demised Premises and/or individual rooms within the facilities or building. CISF may erect exterior signs stating such with Lessor's approval of both the name and signage.

Once developed, any need or desire by the Lessee to alter, remodel, or change the exterior of the structures located on the Demised Premises must first be approved in writing by the Lessor, which approval shall not be unreasonably withheld. All permanent capital improvements made by the Lessee during the term of this Lease shall remain the property of Lessor at the expiration of this Lease.

FUNDRAISING AND DEVELOPMENT SCHEDULE

The Lessor acknowledges that fundraising by the Lessee is essential for development of the facilities and the programs of CISF. The parties hereto acknowledge and agree that the development of Area A, A1 and A2 described above shall be conducted in phases and hereby agree that if Lessee is unable to begin the construction of improvements of the Exclusive Space within five (5) years from the date hereof due to inadequate funding for the construction of such facilities as contemplated in this Lease, this Lease may be terminated by either Lessor or Lessee upon ninety (90) days written notice to the other party.

MAINTENANCE BY LESSOR

The Lessor covenants and agrees that it shall, at its sole cost and expense, provide the following utilities and services to the Demised Premises on a year-round basis:

1. cutting the grass (as needed)
2. adequate water
3. adequate electricity supply

The Lessor shall also provide and maintain the necessary mains and conduits carrying utility services to the Demised Premises and all utility lines near the boat ramp and the dock area shall be buried or raised to an acceptable level for safety in boat maneuvering in that area.

The Lessor shall be able to maintain the septic system on site and install a new system in Area A if needed so long as such construction or alteration does not impact the Lessee's building or permanent infrastructure.

MAINTENANCE BY LESSEE

Other than those items to be provided and/or maintained by Lessor as described above, Lessee shall provide the following, at its sole cost and expense:

1. landscaping (other than grass cutting) and planting
2. maintenance of structures to be built and equipment installed
3. bathroom facilities used exclusively by Lessee
4. A separate, new, Septic system if required by CISF for the exclusive use of its facilities

Lessee shall be permitted to use the dumpster adjacent to the Ft. Getty pavilion during its seasonal activities to dispose of its own, typical, daily trash in a timely fashion. Building construction, landscape construction debris, or other large types of debris are not allowed to be deposited in this dumpster.

UTILITIES

During the term of this Lease, Lessee shall be responsible for all electricity costs. In addition, Lessee shall be responsible for all water charges if water usage can be separately metered to measure Lessee's exclusive use.

INDEMNIFICATION

The Lessor and Lessee each agree to indemnify and defend the other party against, and to save it harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys' fees and costs) of whatever nature, for injury or damage to persons or property in or about the Demised Premises from any cause, or arising from any accident, injury or damage, arising or resulting from an act, default, omission or any cause on the part of the indemnifying party, or its employees, agents, contractors, licensees, business invitees, or guests.

INSURANCE

The Lessee shall, at all times during the term of this Lease, keep all buildings or other improvements on the Demised Premises continuously insured to the full replacement cost thereof under so-called all-risk insurance policies, which insure against fire, vandalism and malicious mischief, risks commonly insured against by extended coverage insurance and other perils and which contain a special replacement cost endorsement, such policies to be written by companies of recognized responsibility and financial standing duly-authorized to do business in the State of Rhode Island. The Lessee shall be responsible to obtain any special endorsements at their own cost to cover boats and equipment. Neither party hereto shall be liable to the other party of any insurer of any such other party with respect to any loss or damage to the real estate or tangible personal property of such other party resulting from or caused by the occurrence of any risk which is commonly insured against such as fire, lightning, explosion, riot, smoke, civil commotion, aircraft, windstorm or vehicles, whether the occurrence of such risk shall be caused by any act or omission of a party hereto or any of its or their agents, servants, invitees, or contractors. The Lessee shall furnish to the Lessor upon request a certificate evidencing the insurance coverage maintained from time to time hereunder.

During the term of this Lease, Lessee shall carry comprehensive general public liability and property damage liability insurance including contractual liability insurance with not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars aggregate limit for both bodily injury and property damage together with an Excess or Umbrella Liability insurance policy with a coverage limit of at least five million (\$5,000,000) dollars and such other insurance coverage of the type and in amounts as required by Law.

The Lessee shall annually show Evidence of Insurance (Certificate) to the Town Finance Department. The Lessee shall name the Town as an *Additionally Named Insured* on the GL, Property and Excess/Umbrella policies, in the event that the Town is sued due to the activities/action/negligence of the "CISF". CISF's policy should respond under this scenario.

ENTRY BY LESSOR FOR REPAIRS

The Lessor shall make such repairs to the Demised Premises as required by this Lease, including but not limited to repairing utility facilities or lines, pipes, wires, and the like, over, upon and through the Demised Premises as may be necessary or advisable for servicing the Demised Premises or the structures located and/or to be located on the Demised Premises, including any public areas and the parking lot; provided, however that Lessor shall use its best efforts not to interfere with the conduct of Lessee's business on the Demised Premises. Except in the case of an emergency, Lessor shall give Lessee not less than ten (10) business days 'notice (by telephone or email) to gain access to the Demised Premises to maintain, repair or replace utility facilities or lines, pipes, wires, and the like.

DESTRUCTION OF PREMISES

In the event of a partial destruction of the any structure located on the Demised Premises during the term hereof, from any cause, Lessee shall repair the same. In the event that repairs cannot be made within ninety (90) days, Lessee, may, at its sole option, either make the repairs within a reasonable time, or terminate this Lease.

TAKING BY EMINENT DOMAIN

In case of a taking by eminent domain of the whole of the Demised Premises, then this Lease shall terminate as of the date of the actual taking of possession by the public authorities. In case of a taking as aforesaid of such portion of the Demised Premises as shall preclude the reasonable use of the Demised Premises as set forth in this Lease, either the Lessor or the Lessee may terminate this Lease by notice given to the other with thirty (30) days after the Lessee has been deprived by the taking authorities of physical possession of the Demised Premises so taken.

LEASE TERMINATION

Provided that Lessee shall not be in default under any of the conditions of this Lease, Lessee shall have the right to terminate this Lease, and the term and estate hereby granted at any time by giving not less than 3 months prior written notice given by Lessee to Lessor (the "Cancellation Notice"). The date given in such notice for the termination of this Lease is hereinafter referred to as the "Surrender Date". As used herein, the Surrender Date shall mean the date on which Lessee shall give Lessor possession of the Premises, broom clean, free of all liens, claims, occupants and personal property and otherwise in the condition required under the Lease upon the expiration of the term of the Lease, and an effective instrument of surrender in form and in substance satisfactory to Lessor has been signed and delivered by Lessee to Lessor. In the event of the giving of the Cancellation Notice by Lessee, this Lease and the term and estate hereby granted (unless the same shall have expired sooner pursuant to any other provision of this Lease or pursuant to Law) shall terminate on the Surrender Date with the same effect as if such date were the date hereinbefore specified for the expiration of the term of this Lease. Nothing contained herein or in any instrument of surrender shall relieve Lessee of liability to Lessor of any obligation or liability accrued or incurred under this Lease, including any that are outstanding and unsatisfied as of the Surrender.

ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease or sublet any portion of the Demised Premises without the prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this Lease.

LESSOR'S REMEDIES ON DEFAULT

If Lessee defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and, if Lessee does not cure any such default within thirty (30) days, after the giving of such notice (or if such other default is of such nature that it

cannot be completely cured within that period, if Lessee does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on the date specified in such notice the term of this Lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Demised Premises by any lawful means and remove Lessee or other occupants and their effects. If the Lessee shall be declared insolvent according to law, or if a receiver or other similar officer shall be appointed to take charge of the Lessee's property, or a substantial party thereof, then, and in each of the said cases, the Lessor lawfully may (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) immediately or at any time thereafter while such default or other situation as aforesaid continues, and without further demand or notice, enter into and upon the Demised Premises or any part thereof in the name of the whole and repossess the same and expel the Lessee and those claiming through or under the Lessee and remove its effects, at Lessee's expense, without being deemed guilty of any manner of trespass; and, upon entry as aforesaid, this Lease shall terminate.

WAIVER

Failure on the part of the Lessor or the Lessee to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall not be deemed to be a waiver by either party of any of its rights hereunder. A waiver of any provision hereof shall not be construed to be a waiver of any other provision hereof.

SERVICES BY LESSOR

With respect to any services to be furnished to Lessee, the Lessor shall in no event be liable for failure or delay to furnish the same when prevented from doing so by war, strikes, labor difficulties, lockouts, breakdown, accident, order or regulation of governmental authority, failure of supply, or inability, by exercise of reasonable diligence, to obtain supplies, parts or employees necessary to perform such services, or for any cause beyond Lessor's reasonable control, or for any cause due to any act or neglect on the part of the Lessee or its servants, agents, employees, licensees or any person claiming by, through or under the Lessee, or any termination for any reason of Lessor's occupancy of the premises from which the service is being supplied by the Lessor.

QUIET ENJOYMENT

The Lessee, subject to the terms and provisions of this Lease, on observing, keeping and performing all of the terms and provisions herein contained on Lessee's part to be performed, kept and observed, shall peaceably and quietly hold and enjoy the Demised Premises without hindrance, ejection or interruption by the Lessor or any person or persons claiming under it.

LESSEE'S ADDITIONAL COVENANTS

In addition to all other covenants and agreements of the Lessee contained in this Lease, the Lessee covenants and agrees at all times during the term hereof, and for any further time as it shall hold said Demised Premises or any part thereof, to keep the same in as good order, repair and

condition as the same are in at the commencement of the term, or may be put in thereafter, reasonable wear and tear and damage by fire excepted; to make all those capital improvements and to do those projects as the same are described herein; to remove its goods and effects, and those of all persons claiming under it, at the termination or expiration of this Lease, and will peaceably yield up said premises and all additions thereto to the Lessor, and leave the same clean and in such repair, order and condition as the same were in at the commencement of the term or may be put in during the continuance thereof, excepting only such alterations as are made or authorized by the Lessor, reasonable wear and tear, and damage by fire; not commit any nuisance, or overload the premises, not to carry on any business or occupation which shall be unlawful or contrary to any law or ordinance in force for the time being; not to do any act or things upon the premises which will make them un-insurable against fire or which is liable to increase the premium for fire insurance on the building; to keep the premises equipped as required by law or ordinances, or any other regulation of any public authority because of the use made of said premises by the Lessee, and will make all repairs, alterations, replacements or additions as required, and will procure any authorizations or licenses required for Lessee's use of the premises; will permit the Lessor or its agents to enter at reasonable time to view the premises and make repairs or alterations necessary for the preservation and safety of the Demised Premises pursuant to the terms hereinabove described.

Lessee shall not encumber any fixture or improvement erected by them on the Demised Premises without the express written authorization of the Lessor. Under no circumstance shall the Lessee impair, encumber and/or burden the Demised Premises.

Any fixture, improvements other than personal property and trade fixtures, and/or buildings or structures erected on the Demised Premises by the Lessee shall become the property of the Lessor upon the surrender, termination and/or eviction of the Lessee.

REMOVAL OF PERSONAL PROPERTY

The Lessee may, at the termination of this Lease, remove all of its items of personal property which are not affixed to the real estate. All fixtures which are permanently attached to the premises shall remain in place and shall become the property of the Lessor upon the attaching of the same. The Lessee shall, at its own expense, remove all of its items of personal property at the termination of this Lease and shall repair any and all damage to the premises which may result from or be caused by the removal of such items of equipment or personal property from the Lessee.

HOLDING OVER

If Lessee holds over or continues in possession of the Demised Premises after the expiration of this Lease and without the execution of a new Lease, the tenancy thus created shall be at sufferance. All covenants, obligations, condition and agreements herein contained shall, so far as applicable, apply to all extensions of the terms hereof and to all holding over by the Lessee as a tenant at sufferance.

NOTICES

All notices that may be given hereunder by Lessor or Lessee shall be by registered or certified mail; address in the case of Lessor to Town of Jamestown, c/o Town Administrator, P.O. Box 377, Jamestown, Rhode Island 02835, or to such other address as Lessor may from time to time in writing give Lessee for this purpose; and all notices that may be given to Lessee shall be addressed to Meg Myles, 7 Felucca Ave, Jamestown, Rhode Island 02835. or to such other address as Lessee may from time to time in writing give Lessor for this purpose.

RIGHT OF EACH PARTY TO PERFORM OTHER'S COVENANTS

Each party shall have the right at any time, after ten (10) days' notice to the other party (or without notice in case of emergency or in case of any fine, penalty, interest or cost which may otherwise be imposed or incurred), to make any payment or perform any act required of such other party under any provision of this Lease, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable counsel fees. Nothing herein shall imply any obligation on the part of the party, and the exercise of the right to do so shall not constitute a release of any obligation or a waiver of any default. All payments made and all costs and expenses incurred in connection with any exercise of such right shall be reimbursed by the other party within ten (10) days after such payments, together with interest at an annual rate equal to the prime interest rate plus one (1%) percent from the respective dates of the making of such payments or the incurring of such costs and expenses, to the party making and paying the same.

SUCCESSORS AND ASSIGNS

All the covenants, conditions and provisions of this Lease shall apply to and inure to the benefit of, and be binding upon the heirs, executors, administrators, successors and assigns of the said Lessor and said Lessee, both as to rights and as to duties and liabilities, except with respect to the right of the Lessee to assign or sublet, which shall be subject to that paragraph entitled "ASSIGNMENT AND SUBLETTING" of this Lease.

ORDINANCES AND STATUTES

Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. Failure of the Lessee to comply with this section of the Lease shall constitute a termination of the Lease and the Lessee shall either immediately cure any such violation or quit and vacate the Demised Premises.

ATTORNEY'S FEES

In the event that Lessor shall cause any suit to be brought for the recovery of the Demised Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the Demised Premises by the Lessee, the Lessor shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

PARAGRAPH HEADINGS

The paragraph headings contained in this Lease are not a part hereof but are inserted only for reference.

JURISDICTION

The parties agree that this Lease shall be deemed a Rhode Island contract and shall be governed by the laws of the State of Rhode Island.

RELEASE AT EXPIRATION

At the expiration of the term of this Lease, provided the Lessee shall not be in default hereof, the Lessee shall be held harmless and indemnified from any liability which may arise at any point in time thereafter due to Lessee's installation of the capital improvements. At the expiration or termination of the Lease, Lessee agrees and acknowledges to release any and all claims of every kind and nature in and to ownership and/or control of the Demised Premises and the structures located thereon.

ENTIRE AGREEMENT

The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

BY THE PARTIES

TOWN OF JAMESTOWN

Lisa W Bryer
Witness

By: Jamie Hainsworth
Jamie Hainsworth, Town Administrator
Duly Authorized by the Jamestown
Town Council (08-22-2022)

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

In Jamestown, in said County, on the 2 day of Sept, 2022, before me personally appeared Jamie Hainsworth, Town Administrator, Town of Jamestown, to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him/her so executed, to be the free act and deed of said Town of Jamestown, and his/her free act and deed as Town Council, as aforesaid, and individually as well.

Karen Montoya
Notary Public
My Commission Expires: 7-1-26

KAREN MONTOYA
Notary Public, State of Rhode Island
My Commission Expires JULY 01, 2026
Commission # 43174

CONANICUT ISLAND SAILING FOUNDATION

Hannah Swett Board president

Lisa W. Buyer
Witness

By: *M. Myles* Exec Dir
Name & Title:

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

In Jamestown, in said County, on the 2 day of Sept, 2022, before me personally appeared *Hannah Swett + Mary Miles* of CONANICUT ISLAND SAILING FOUNDATION, to me known and known by me to be the party executing the foregoing instrument, and he/she acknowledged said instrument, by his/her so executed, to be the free act and deed of said corporation, his/her free act and deed as *Board Pres* of said _____, and individually as well. *& Exec. Dir*

Karen Montoya
Notary Public
My Commission Expires: 7-1-26

KAREN MONTOYA
Notary Public, State of Rhode Island
My Commission Expires JULY 01, 2026
Commission # 43174

Amendment to Lease Agreement

This Amendment to Lease Agreement is made and entered into on this 13th day of September, 2024, by and between the Town of Jamestown, a municipal corporation organized under the laws of the State of Rhode Island, hereinafter referred to as "Lessor," and Conanicut Island Sailing Foundation, a non-profit organization, hereinafter referred to as "Lessee."

WHEREAS the Lessor and Lessee entered into a Lease Agreement dated September 20, 2022 (the "Lease Agreement"), concerning the premises described therein, and

WHEREAS the Lessee desires to construct a rain garden in the area designated as Area B, as shown on the civil plan drawing no. 12417 by American Engineering Inc., and

WHEREAS the Lessor has agreed to allow the construction of said rain garden under the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for good and other valuable consideration, the receipt and sufficiency of which is deemed adequate by the parties, the parties hereto agree to amend the Lease Agreement as follows:

1. Amendment to Permitted Use:

The Lease Agreement is hereby amended to require the Lessee to construct, maintain, and operate a rain garden in the area designated as Area B, as shown on the civil plan drawing no. 12417 by American Engineering Inc as part of the stormwater mitigation plan required by the Lessor for each new development project pursuant to municipal code Chapter 22, Article V, Division 3 (Post Construction Stormwater Control) and pursuant to the decision of the Jamestown Planning Commission dated the 5th day of June, 2024.

2. Non-Exclusive Use of Area B:

Lessee's use of Area B shall be designated as non-exclusive, allowing for the Lessor's right to access and use the area for other purposes as needed. The Lessor reserves the right to enter and utilize Area B, provided that reasonable notice is given to the Lessee, and such use does not unreasonably interfere with the Lessee's permitted activities.

3. Improvements:

The improvements required to construct and maintain the rain garden shall be limited to those shown in the attached plan, incorporated herein by reference. Any alteration, expansion, modification, or enlargement of the rain garden or its associated improvements beyond what is depicted in the attached plan shall require the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

4. Construction and Maintenance:

The Lessee shall be responsible for all costs associated with the construction, maintenance, and operation of the rain garden. The Lessee agrees to construct the rain garden in accordance with all applicable laws, regulations, and ordinances, and in a manner that does not interfere with the Lessor's use of the property or the rights of other tenants or lessees.

5. Indemnification:

The Lessee agrees to indemnify, defend, and hold harmless the Lessor from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with the construction, maintenance, and operation of the rain garden, except to the extent caused by the negligence or willful misconduct of the Lessor.

6. Insurance:

The Lessee shall provide and maintain insurance coverage for the improvements in Area B, with the Lessor named as an additional insured. The amounts and types of insurance coverage shall be consistent with those specified in the Lease. Proof of such insurance shall be provided to the Lessor upon request.

7. Effect of Amendment:

Except as expressly amended herein, all terms and conditions of the Lease Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Amendment and the terms of the Lease Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of the day and year first above written.

Lessor:

Town of Jamestown

By: Edward Mello

Name: EDWARD MELLO

Title: TOWN ADMINISTRATOR

(Duly authorized by the Jamestown Town Council) 9/3/2024

Lessee:

Conanicut Island Sailing Foundation

By: Meg Myles

Name: Meg Myles

Title: Executive Director

Hannah M Swett
Hannah M Swett

