

TRI-TOWN WATER TREATMENT PLANT GROUND LEASE

THIS GROUND LEASE ("**Lease**") is dated for reference purposes as of this day of _____, 2022, by and between the Towns of Braintree, Holbrook and Randolph ("**Landlord**") and Tri-Town Water District ("**Tenant**").

RECITALS

A Landlord is the owner of record of that certain real property ("**Property**") located in Braintree Massachusetts, commonly known as Assessor Parcel No. 2051-2 (for title see Norfolk County Registry of Deeds Book 1523, Page 586) as more particularly described as Parcel "A" in a plan attached hereto as **Exhibit "A"**.

B. Tenant wishes to lease the Property from Landlord, together with certain rights, privileges, and easements appurtenant thereto, for the purposes of constructing and operating the Tri-Town Water Treatment Plant, all in accordance with the terms herein, including Exhibit "C". Landlord is willing to lease the Property to Tenant. The Property and such appurtenant rights, privileges, and easements are collectively referred to as the "**Premises.**"

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree as follows:

Section 1. Lease of Premises. Landlord leases, transfers, and demises the Premises to Tenant, and Tenant leases and takes the Premises from Landlord, for the term and upon the agreements, covenants, and conditions set forth in this Lease.

Section 2. Term; Options to Extend.

(a) Initial Term. The initial term ("**Initial Term**") of this Lease shall commence ("**Commencement Date**") as of the issuance of a Notice to Proceed with construction, and shall continue for a period of fifty (50) Lease Years. Should the Term commence on a date other than the first day of a calendar month, the Term shall be extended by this fractional month. Each period of twelve (12) consecutive calendar months during the term (following any adjustment for a fractional month, as described in the preceding sentence) is referred to hereafter as a "**Lease Year.**"

(b) Options to Extend. Upon the same terms and conditions described herein, Tenant will have the right to extend the term of this Lease for one (1) period of fifty (50) Lease Years ("**Extension Period**"), provided that the Tenant provide the Landlord notice of their right to extend six (6) months prior to the expiration of this lease. Unless otherwise specifically stated herein, all provisions of this Lease will be applicable during the Initial Term and any Extension Period. The date upon which the Initial Term or an Extension Period expires is referred to hereafter as the "**Termination Date.**"

Section 3. Annual Rent. Tenant shall pay to Landlord as rental for the use and occupancy of the Premises, at the times and in the manner described herein, the following sums of money: \$1.00, in good US currency funds, payable on the first day of each annual term.

Section 4. Utilities. Tenant may install and connect, at its sole cost and expense, all utilities Tenant considers necessary or which are required by any governmental agency having jurisdiction over the Premises to effectuate the purposes herein as to the Tri-Town Water Treatment Plant. The cost of installation may include connection and other charges normally charged by the appropriate agency. Tenant shall pay, before delinquency, all charges for water, gas, electricity, heat, light, power, telephone and other public services used by Tenant in or upon the Premises. Tenant shall pay for all other services to or for the Premises, of any kind and nature, specifically including maintenance of the exterior grounds and snow removal. Tenant may, at its election, contract with Landlord to provide maintenance of the exterior grounds of the Premises.

Section 5. Quiet Enjoyment. Landlord covenants that upon payment by Tenant of the rent herein reserved and upon performance and observance by Tenant of all of the agreements, covenants, and conditions herein contained on the part of Tenant to be performed and observed, and subject to exceptions to title set forth in **Exhibit "B"** to this Lease, Tenant shall peaceably hold and quietly enjoy the Premises during the entire Term without hindrance, molestation, or interruption by Landlord or by anyone lawfully or equitably claiming by, through, or under Landlord.

Section 6. Use; Use Rights.

(a) Tenant shall use the Premises for the operation of the Tri-Town Water Treatment Plant, in accordance with the Joint Powers Agreement (dated June 27, 2022) and AN ACT ESTABLISHING THE TRI-TOWN WATER DISTRICT (C. 371 of the Acts of 2020) a copy of which is attached hereto as **Exhibit "C."** and any ancillary operations related and necessary thereto. Any other proposed use by Tenant not associated with the Tri-Town Water Treatment Plant shall be prohibited.

Section 7. Title to Buildings and Improvements.

(a) Existing Improvements. Title to all buildings, structures, and improvements located upon the Premises as of the Commencement Date ("**Existing Improvements**"), see Exhibit B, shall remain in the Town of Braintree and such Existing Improvements will constitute a part of the Premises. The removal or material modification of the Existing Improvements shall be subject to the Town of Braintree's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.

(b) New Improvements. Title to all buildings, structures, and improvements constructed or placed upon the Premises by Tenant following the Commencement Date ("**New Improvements**") shall be and remain in Tenant until the expiration or sooner termination of this Lease and such New Improvements will constitute a part of the Premises.

(c) Disposition of Improvements Upon Lease Expiration or Termination. Upon the expiration or sooner termination of this Lease, Tenant may remove from the Premises all machinery, equipment, and fixtures owned or leased by Tenant, but not any machinery, equipment, and fixtures in place at Commencement Date, if any, or provided or purchased by Landlord, if any. Landlord may, by written notice to Tenant given not less than one (1) year prior to the expiration of the Term of this Lease, elect (i) to require that Tenant remove all improvements (Existing Improvements and New Improvements) from the Premises; or (ii) leave Existing and New

Improvements (but not machinery, equipment, and fixtures) in place, in which case title will pass to and vest in Landlord without cost or charge to it. Tenant, on termination of this Lease, shall execute and deliver any and all deeds, bills of sale, assignments, and other documents which in Landlord's sole judgment may be necessary or appropriate to transfer, to evidence, or to vest in Landlord clear title to any of the property described in the foregoing subsections (a) and (b) located on the Premises at the time of such termination.

Section 8. Permits, Licenses, Etc. Tenant will be solely responsible to obtain necessary permits, licenses, and approvals required by any town, state or federal authorities with respect to Tenant's operation of the Premises or required in connection with the construction, reconstruction, repair, or alteration of any buildings or improvements constituting a part of the Premises. If any such permits, licenses, applications, or other authorizations require Landlord approval or consent, such consent will be given or withheld based upon the consistency of any such requested permits, licenses, applications, or authorizations described in Section 6 above as to Rights and Use, and in any event, shall not be unreasonably withheld, delayed or denied if necessary for the purposes of operation of the Tri-Town Water Treatment Plant. Tenant shall reimburse Landlord for any sum paid by Landlord in respect of the matters specified in this Section 8, including reasonable attorney fees.

Section 9. Maintenance, Repair, and Condition of Premises.

(a) Tenant acknowledges that prior to the Commencement Date, Tenant has had the opportunity to investigate the Property, enter the Property, and conduct tests thereon and otherwise satisfy itself regarding the physical condition of the Property and its suitability for Tenant's intended use and construction of improvements thereon. Tenant's execution of this Lease constitutes Tenant's acceptance of the Property in its "AS-IS" condition, with all faults. Tenant releases Landlord from any and all liabilities and claims of any type concerning the condition of the Property.

(b) Tenant shall, during the Term, at its own cost and expense and without any cost or expense to Landlord:

(1) Keep and maintain all buildings and improvements (including, but not limited to, all landscaping located on the Property and all appurtenances thereto) in good and neat order and repair and shall allow no nuisances to exist or be maintained therein. Landlord shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the Premises or any buildings or improvements located thereon, and Tenant hereby expressly waives all right to make repairs at Landlord's expense.

(2) Comply with and abide by all federal, state, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises, all buildings and improvements located thereon, or any activity or condition on or in the Premises; and

(c) Immediately remedy discrepancies that may be the subject of any code violation notice and cause any recorded evidence of such notice to be deleted as an exception to title against the Property. Tenant agrees that it will not commit or permit waste upon the Premises.

(d) Tenant will not cause or permit any hazardous substance (as defined by applicable federal, state and local statutes, rules, and regulations) to be released in, on, under, or about the Premises and shall promptly, at Tenant's expense, comply with all statutory requirements with respect to any contamination of the Premises that was caused or materially contributed to by Tenant or

pertaining to or involving any hazardous substance brought onto the Premises during the term of this Lease by or for Tenant or any third party. Tenant will defend, indemnify, and hold Landlord free and harmless from and against any and all claims, damages, and liabilities with respect to any such contamination of the Premises occurring following the Commencement Date. Tenant will immediately notify Landlord if Tenant becomes aware that any release of hazardous substances has come to be located in, on, under, or about the Premises at any time during the Term.

Section 10. Improvements, Changes, Alterations, Demolition, and Replacement.

(a) Tenant shall not undertake demolition, or make such improvements to Landlord's existing structures on the Premises without Landlord's prior written approval, which such approval shall not be unreasonably withheld, delayed or denied.

(b) Tenant shall install and construct, at its sole cost and expense, all proposed Tenant improvements as necessary for the operations of the Tri-Town Water Plant.

(c) Tenant shall have procured and paid for, so far as the same may be required from time to time, all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction, and Landlord agrees to join in the application for such permits or authorizations whenever such action is necessary.

(1) All work done in connection with any Tenant Improvement shall be done promptly and in a good and workmanlike manner and in compliance with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governments and the appropriate departments, commissions, boards, and officers thereof. All such work shall be at the sole cost and expense of Tenant.

(2) In addition to the insurance coverage referred to in Section 15 below, any and all contractors performing work on the premises or constructing the improvements must obtain general liability policy coverage, naming Landlord with limits of not less than Five Million Dollars (\$5,000,000). All such insurance shall be obtained and kept in force as otherwise provided in Section 15 below.

Section 11. Damage or Destruction.

(a) No loss or damage by fire or other cause required to be insured against hereunder resulting in either partial or total destruction of any building, structure, or other improvement on the Property, shall operate to terminate this Lease, or to relieve or discharge Tenant from the payment of rents or amounts payable as rent as they become due and payable, or from the performance and observance of any of the agreements, covenants, and conditions herein contained on the part of Tenant to be performed and observed.

Section 12. Assignment and Subletting. Tenant may not assign this Lease or any rights hereunder or sublet any portion of the Premises absent the Landlord's consent and approval as to same. Any attempted assignment or subletting shall constitute a default of this Lease without the need for notice to Tenant under Section 21 hereof.

Section 13. Mortgage of Leasehold. Tenant shall have the right to encumber the leasehold estate created by this Lease by a mortgage, deed of trust, or other security instrument, **(the "Leasehold Mortgage")** to secure repayment of any loan to Tenant, and associated obligations, from any lender **(a "Lender")** as to the operations, equipment and facilities of the Tri-Town Water Treatment Plant.

(a) Estoppel Certificates: Landlord and Tenant promptly shall execute and deliver to each other or to any Permitted Institutional Mortgagee, within fifteen (15) business days after request, a certificate as to matters customarily requested in connection with estoppel certificates, including, without limitation, whether or not (i) the Lease is in full force and effect, (ii) the Lease has been modified or amended in any respect and describing such modifications or amendments, if any, and (iii) there are any existing defaults thereunder to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any and will enter into any other agreements reasonably required by such Mortgagee, including Non-disturbance and Recognition agreements. Any such certificate may be relied upon by Landlord, Tenant, any Permitted Institutional Mortgagee, and any transferee or assignee of a Permitted Institutional Mortgagee.

Section 14. Protection of Lender. During the continuance of any Leasehold Mortgage and until such time as the lien of any Leasehold Mortgage has been extinguished:

(a) Landlord shall not accept any surrender of this Lease, nor shall Landlord consent to any amendment or modification of this Lease, without the prior written consent of any Lender.

(b) Notwithstanding any default by Tenant in the performance or observance of any agreement, covenant, or condition of this Lease on the part of Tenant to be performed or observed, Landlord shall have no right to terminate this Lease or interfere with the occupancy, use, and enjoyment of the Premises unless (i) an event of default shall have occurred and is continuing, (ii) Landlord shall have given any Lender written notice of such event of default,

and (iii) the Lender(s) shall have failed to remedy such default, acquire Tenant's leasehold estate created hereby, or commence foreclosure or other appropriate proceedings, all as set forth in, and within the time specified by, this Section 14.

(c) Should any event of default under this Lease occur, any Lender shall have sixty

(60) days after receipt of written notice from Landlord setting forth the nature of such event of default, within which to remedy the default; provided that in the case of a default which cannot

with due diligence be cured within such sixty- (60) day period, the Lender(s) shall have the additional time reasonably necessary to accomplish the cure, provided that: (i) such Lender has commenced the curing within such sixty (60) days, and (ii) thereafter diligently prosecutes the cure to completion. If the default is such that possession of the Premises may be reasonably necessary to remedy the default, the Lender(s) shall have a reasonable additional time after the expiration of such sixty- (60) day period, within which to remedy such default, provided that: (i) the Lender(s) shall have fully cured any default in the payment of any monetary obligations of Tenant under this Lease within such sixty- (60) day period and shall continue to pay currently such monetary obligations as and when the same are due, and (ii) the Lender(s) shall have acquired Tenant's leasehold estate or commenced foreclosure or other appropriate proceedings seeking such acquisition within such period, or prior thereto, and is diligently prosecuting any such proceedings.

(d) Foreclosure of the Leasehold Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in the leasehold mortgage, or any assignment or conveyance of the leasehold estate created by this Lease from Tenant to a Lender or other purchaser through, or in lieu of, foreclosure or other appropriate proceedings of a similar nature shall not constitute a breach of any provision of or a default under this Lease. Upon such foreclosure, sale, or conveyance, Landlord shall recognize the Lender, or any other foreclosure sale purchaser, as Tenant hereunder. In the event a Lender becomes Tenant under this Lease, such Lender shall be liable for the obligations of Tenant under this Lease only for the period of time that such Lender remains Tenant. Lender shall have the right to assign this Lease after becoming Tenant hereunder to an assignee that has been approved by Landlord. Any such approval of an assignee by Landlord will take into consideration the financial condition of such proposed assignee and its experience and expertise in the operation of projects and conduct of uses such as those described herein. Any such permitted assignment by Lender of Tenant's position hereunder will be subject in all respects to all of the terms and provisions of this Lease. Should Landlord terminate this Lease by reason of any default by Tenant hereunder, Landlord shall, upon written request by a Lender given within thirty (30) days after such termination, immediately execute and deliver a new lease of the Premises to such Lender, or its nominee, purchaser, assignee, or transferee, for the remainder of the Term with the same agreements, covenants, and conditions (except for any requirements which have been fulfilled by Tenant prior to termination) as are contained herein and with priority equal to that hereof; provided, however, that such Lender shall promptly cure any defaults of Tenant susceptible to cure by such Lender and that such Lender's right to possession of the Premises under the new lease shall commence only upon Tenant's vacating of the Premises. Upon execution and delivery of such new lease, Landlord, at the expense of the new lessee, which expenses shall be paid by the new Tenant as they are incurred, shall take such action as shall be necessary to cancel and discharge this Lease and to remove Tenant named herein from the Premises.

Section 15. Insurance Requirements.

(a) Tenant shall procure and keep in force during the Term the following policies of insurance with companies which are licensed and admitted to do business in the state of Massachusetts. Tenant shall, at least 15 days prior to the Commencement Date and prior to the termination of each policy, supply Landlord with a certificate of insurance evidencing coverage required under this Agreement:

(1) General liability (bodily injury and property damage) including premises and operations, blanket contractual liability, broad form property damages, products and completed operations, liquor law liability, personal injury, and Landlord's and contractors' protective liability in an amount not less than \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate. Landlord shall be an additional insured under such policy.

(2) Umbrella excess liability policy in the amount of \$5,000,000.

(3) Automobile liability (bodily injury and property damage) extending to owned, non-owned, and hired vehicles in an amount not less than \$1,000,000 per occurrence.

(4) Fire/Property Insurance on all improvements and equipment owned by the Tenant.

(5) Builder's Risk. During the period of any construction or structural alteration of the Premises, the Facility or the Improvements, Tenant shall also keep in full force and effect, at its sole cost and expense, "Builder's All Risk" insurance against loss or damage on a completed value non-reporting basis from such hazards and in such amounts as Landlord may reasonably require.

(6) Insurance Carried by Contractors. During the construction of the Facility and Improvements, Tenant shall require the construction manager and/or general contractor for the Project to maintain (i) for the benefit of Tenant and Landlord, as additional insureds, commercial general liability insurance, including products and completed operations coverage, against any claims for personal injury, death and property damage occurring upon, in or about the Premises and on, in and about the adjoining sidewalks and passageways within the Premises during the construction of the Project for at least One Million (\$1,000,000) Dollars per occurrence and Three Million Dollars (\$3,000,000) in the aggregate; (ii) worker's compensation in amounts required by state statute; (iii) employer's liability insurance with limits of not less than of Five Hundred Thousand Dollars (\$500,000); (iv) automobile liability insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired or non-owned, in an amount not less than One Million Dollars (\$1,000,000) combined single limit; and (v) umbrella liability insurance following the same form as the underlying general, automobile and employer's liability insurance in an amount not less than Two Million Dollars (\$2,000,000) combined single limit.

(b) Insurance Specifications.

(1) Each of the above policies shall contain a provision that the policy shall not be canceled or the terms or conditions materially changed without 30 days' prior written notice to Landlord. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Tenant to furnish the required insurance during the term of this Agreement.

(2) Landlord, shall be named as an additional insured with respect to the operations performed under this Agreement.

(3) Upon written request by Landlord, the insurer or its agent will furnish a certificate of insurance with Landlord named as additional insured and specifying notice of cancellation of not less than 30 days for the General Liability Policy.

(4) Policies shall be written on an occurrence basis. Only by special permission of Landlord may a claims-made form be used. The retroactive date on any policy written on a claims-made basis shall be the Effective Date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided that the extended reporting or discovery period shall not be less than 36 months following expiration of such policy.

(c) The limits and coverage of all such insurance shall be adjusted by agreement of Landlord and Tenant on every fifth anniversary of the Commencement Date during the Term in conformity with the then prevailing custom of insuring property similar to the Premises and any disagreement regarding such adjustment shall be settled by arbitration in the manner provided in Section 30 hereof. Upon the issuance thereof, each insurance policy or a duplicate or certificate thereof shall be delivered to Landlord and Lender. Nothing herein shall be construed to limit the right of Lender to cause Tenant to carry or procure other insurance covering the same or other risks in addition to the insurance specified in this Lease.

(d) All amounts that shall be received under any insurance policy specified in subsections (a) and (b) above shall be first applied to the payment of the cost of repair, reconstruction, or replacement of any buildings or improvements, or furniture, fixtures, equipment, and machinery, that is damaged or destroyed.

Section 16. Mechanics' and Other Liens. Tenant shall promptly discharge or remove by bond or otherwise prior to foreclosure thereof any and all mechanics', materialmens', and other liens for work or labor done, services performed, materials, appliances, teams, or power contributed, used, or furnished to be used in or about the Premises for or in connection with any operations of Tenant, any construction of Tenant Improvements, alterations, improvements, repairs, or additions which Tenant may make or permit or cause to be made, or any work or construction by, for, or permitted by Tenant on or about the Premises, and to indemnify, save, and hold Landlord and all of the Premises and all buildings and improvements thereon free and harmless of and from any and all such liens and claims of liens and suits or other proceedings pertaining thereto. Tenant covenants and agrees to give Landlord written notice not less than twenty (20) days in advance of the commencement of any construction, alteration, addition, improvement, or repair costing in excess of Twenty-Five Thousand Dollars (\$25,000) in order that Landlord may post appropriate notices of Landlord's non-responsibility.

Section 17. Indemnity.

(a) Tenant shall have the right to contest the amount or validity of any lien of the nature set forth in Section 16 hereof or the amount or validity of any tax, assessment, charge, or other item to be paid by Tenant under Section 4 hereof by giving Landlord written notice of Tenant's intention to do so within twenty (20) days after the recording of such lien or at least ten (10) days prior to the delinquency of such tax, assessment, charge, or other item, as the case may be. In any such case, Tenant shall not be in default hereunder, and Landlord shall not satisfy and discharge such lien nor pay such tax, assessment, charge, or other item, as the case may be, until ten (10) days after the final determination of the amount or validity thereof, within which time Tenant shall satisfy and discharge such lien or pay such tax, assessment, charge, or other item to the extent held valid and all penalties, interest, and costs in connection therewith; provided, however, that the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had upon any judgment rendered thereon, nor shall the payment of any such tax, assessment, charge, or other item, together with penalties, interest, and costs, in any case be delayed until sale is made or threatened to be made of the whole or any part of the Premises on account thereof, and any such delay shall be a default of Tenant hereunder. In the event of any such contest, Tenant shall hold harmless and indemnify Landlord against all loss, cost, expense, and damage resulting therefrom.

Section 18. Eminent Domain.

(a) If the whole of the Premises should be taken by any public or quasi-public authority under the power or threat of eminent domain during the Term, or if a substantial portion of the Premises should be taken so as to materially impair the use of the Premises contemplated by Tenant, and thereby frustrate Tenant's purpose in entering into this Lease, then, in either of such events, this Lease shall terminate at the time of such taking. All compensation and damages payable for or on account of the buildings and improvements located on the Property and constituting a part of the Premises shall be divided among Landlord and Tenant, as follows:

(1) All compensation and damages payable for or on account of buildings and improvements constructed by Tenant having a remaining useful life less than the remaining Term as of the date of such taking shall be payable to and be the sole property of Tenant as its interests may appear; and

(2) A proportionate share of all compensation and damages payable for or on account of buildings and improvements constructed by Tenant having a remaining useful life greater than the remaining Term as of the date of such taking, determined by the ratio that the then remaining Term bears to the then remaining useful life of such buildings and improvements, shall be payable to and be the sole property of Tenant, as its interests may appear, and the remaining share thereof shall be payable to and be the sole property of Landlord.

(b) No taking of any leasehold interest in the Premises or any part thereof shall terminate or give Tenant the right to surrender this Lease, nor excuse Tenant from full performance of its covenants for the payment of rent and other charges or any other obligations hereunder capable of performance by Tenant after any such taking, but in such case all compensation and damages payable for or on account of such taking shall be payable to and be the sole property of Tenant and Lender.

(c) Should Landlord and Tenant for any reason disagree (i) as to whether any portion of the Premises taken is so substantial as materially to impair the use of the Premises contemplated by Tenant, (ii) on the division of any compensation or damages paid for or on account of any taking of all or any portion of the Premises, or (iii) on the amount by which the rent payable by Tenant hereunder is to be equitably reduced in the event of a partial taking, then, and in any of such events, the matter shall be determined by arbitration in the manner provided in Section 30 hereof.

Section 19. Landlord's Right of Inspection. Landlord shall have the right to inspect the Property upon not less than seven (7) days' prior written notice to Tenant to ensure Tenant's compliance with the terms hereof this Lease.

Section 20. Tenant's Defaults and Landlord's Remedies. It shall be an event of default hereunder (each an "**Event of Default**") if (i) default shall be made by Tenant in the performance or observance of any of the other agreements, covenants, or conditions of this Lease on the part of Tenant to be performed and observed and such default shall continue for a period of sixty (60) days after written notice thereof to Tenant, or, in the case of a default which cannot be cured by the payment of money and cannot be cured within sixty (60) days, shall continue for an unreasonable period after such written notice; (ii) Tenant shall abandon the Premises; (iii) Tenant shall admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy, insolvency, reorganization, readjustment of debt, dissolution, or liquidation under any law or statute of the federal government or any state government or any subdivision of either now or hereafter in effect, make an assignment for the benefit of its creditors, consent to, or acquiesce in the appointment of a receiver of itself or of the whole or any substantial part of the Premises; (iv) a court of competent jurisdiction shall enter an order, judgment, or decree appointing a receiver of Tenant or of the whole or any substantial part of the Premises, and such order, judgment, or decree shall not be vacated, set aside, or stayed within sixty days from the date of entry of such order, judgment, or decree, or a stay thereof be thereafter set aside; (v) a court of competent jurisdiction shall enter an order, judgment, or decree approving a petition filed against Tenant under any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution, or liquidation law or statute of the federal government or any state government or any subdivision of either now or hereafter in effect, and such order, judgment, or decree shall not be vacated, set aside, or stayed within sixty (60) days from the date of entry of such order, judgment, or decree, or a stay thereof be thereafter set aside; (vi) under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of Tenant or of the whole or any substantial part of the Premises, and such custody or control shall not be terminated within sixty (60) days from the days of assumption of such custody or control. Upon the occurrence of any Event of Default by Tenant hereunder, Landlord shall have the following rights and remedies, in addition to all other rights and remedies of Landlord provided hereunder or by law:

(a) The right to terminate this Lease, in which event Tenant shall immediately surrender possession of the Premises;

(b) The right to cause a receiver to be appointed in any action against Tenant to take possession of the Premises or to collect the rents or profits therefrom. Neither appointment of such receiver nor any other action taken by Landlord shall constitute an election on the part of Landlord to terminate this Lease unless written notice of termination is given to Tenant.

Section 21. Nonwaiver. If any action or proceeding is instituted or if any other steps are taken by Landlord or Tenant, and a compromise part payment or settlement thereof shall be made, either before or after judgment, the same shall not constitute or operate as a waiver by Landlord or Tenant of any agreement, covenant, or condition of this Lease or of any subsequent breach thereof. No waiver of any default under this Lease shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure, or omission in exercising or enforcing any right, privilege, or option under this Lease shall constitute a waiver, abandonment, or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right, privilege, or option hereunder. No waiver of any provision hereof by Landlord or Tenant shall be deemed to have been made unless and until such waiver shall have been reduced to writing and signed by Landlord or Tenant, as the case may be. The receipt by Landlord of rent with knowledge of any default under this Lease shall not constitute or operate as a waiver of such default. Payment by Tenant or receipt by Landlord of a lesser amount than the stipulated rent or other sums due Landlord shall operate only as a payment on account of such rent or other sums. No endorsement or statement on any check or other remittance or in any communication accompanying or relating to such payment shall operate as a compromise or accord and satisfaction unless the same is approved in writing by Landlord, and Landlord may accept such check, remittance, or payment without prejudice to its right to recover the balance of any rent or other sums due by Tenant and pursue any remedy provided under this Lease or by law.

Section 22. No Merger.

(a) There shall be no merger of the leasehold estate created by this Lease with any other estate in the Premises, including the fee estate, by reason of the fact that the same person may own or hold the leasehold estate created by this Lease, or an interest in such leasehold estate, and such other estate in the Premises, including the fee estate, or any interest in such other estate.

(b) No termination of this Lease shall cause a merger of the estates of Landlord and Tenant, unless Landlord so elects and any such termination shall, at the option of Landlord, either work a termination of any sublease in effect or act as an assignment to Landlord of Tenant's interest in any such sublease. Notwithstanding the foregoing, in the event of the termination of this Lease and the execution of a new lease with Lender or its nominee pursuant to Section 15(i) above, the termination of this Lease shall neither work a merger of estates nor a termination of any subleases in effect unless Lender so elects.

Section 23. Covenants Run With Land.

(a) The agreements, covenants, and conditions in this Lease contained are and shall be deemed to be covenants running with the land and the reversion and shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns and all subsequent Landlords and Tenants respectively hereunder.

Section 24. Notices. Except as otherwise provided hereunder; any notice or communication to Landlord, Tenant, or Lender shall be in writing and be mailed by certified mail, postage prepaid. Notices or communications shall be addressed to Landlord at:

Mayor

Town of Braintree

One JFK Memorial Drive Braintree, MA 02184

With a copy to:

Town Solicitor Town of Braintree

One JFK Memorial Drive Braintree, MA 02184

or such other address or addresses as Landlord shall from time to time designate, or to such agent of Landlord as it may from time to time designate, by notice in writing to Tenant. Notices or communications shall be addressed to Tenant at:

Mayor	William Alexopoulos, President, Town Council
Town of Braintree	Town of Randolph
One JFK Memorial Drive	41 South Main Street
Braintree, MA 02184	Randolph, MA 02368

Greg Hanley, Town Administrator

Town of Holbrook

50 North Franklin St.

Holbrook, MA 02343

With a copy to:

Town Solicitor	Town Manager
Town of Braintree	Town of Randolph
One JFK Memorial Drive	41 South Main Street
Braintree, MA 02184	Randolph, MA 02368

Or such other address or addresses as Tenant shall from time to time designate, or to such agent of Tenant as it may from time to time designate, by notice in writing to Landlord.

Section 25. Holding Over. If Tenant or any party claiming by, through or under Tenant, retains possession of the Premises or any part thereof after the expiration or earlier termination of this Ground Lease, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes (i) an Event of Default under the Lease, or (ii) a month-to-month tenancy, upon the terms and conditions set forth in this Ground Lease, or (iii) the creation of a tenancy-at-sufferance, in any case upon the terms and conditions set forth in this Ground Lease. Tenant shall also pay to Landlord all damages sustained by the Landlord resulting from retention of possession by Tenant. The provisions of this Section 25 shall not constitute a waiver by Landlord of any right of re-entry as set forth in this Ground Lease; nor shall any act in apparent affirmance of the tenancy operate as a waiver of Landlord's right to terminate this Ground Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

Section 26. Severability. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Lease, but this Lease shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

Section 27. Time of the Essence. Time is of the essence of each and all of the agreements, covenants, and conditions of this Lease.

Section 28. Consents. Whenever in this Lease the consent or approval of either Landlord or Tenant is required or permitted, the party requested to give such consent or approval will act promptly and will not unreasonably withhold its consent or approval.

Section 29. Leasehold Policy of Title Insurance. Upon the recording of the Memorandum of Lease, Tenant may elect to obtain a leasehold policy of title insurance, insuring Tenant's leasehold interest in the Property subject only to those title exceptions described in Exhibit B. Tenant will pay the premium for any such title policy.

Section 30. Arbitration. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. Any costs associated with mediation shall be split evenly between the parties.

Section 31. Integration. This instrument constitutes the entire agreement between Landlord and Tenant with respect to the subject matter hereof and supersedes all prior offers

and negotiations, oral or written. This Lease may not be amended or modified in any respect whatsoever except by an instrument in writing signed by Landlord, Tenant and, if required by any Lender, by Lender.

Section 32. Amendments. This Lease may be modified only in writing and only if signed by the parties at the time of the modification.

Section 33. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 34. Environmental Status. Landlord represents to Tenant that, it has not received any notice of any release of Hazardous Materials has come to be located upon or under the Premises or any violation of Environmental Laws. "Environmental Laws" mean, collectively, any federal, state, or local law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, contamination, clean-up or disclosures, and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. ("**CERCLA**"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. ("**RCRA**"); the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Hazardous

Materials Transportation Act, 49 U.S.C. Appx. §§ 1801 et seq.; the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C §§ 1 et seq.; the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E §§ 1 et seq.; the Massachusetts Toxic Use Reduction Act, M.G.L. c. 21I §§ 1 et seq.; the Underground Storage Tank Petroleum Product Cleanup Fund, M.G.L. c. 21J §§ 1 et seq.; or any other applicable federal or state statute or city or county ordinance regulating the generation, storage, containment or disposal of any Hazardous Material (as defined in Section 34 (b), below) or providing for the protection, preservation or enhancement of the natural environment, any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of oil and hazardous wastes, substances and materials, stonnwater drainage, and underground and above ground storage tanks; and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations.

(a) Tenant's Environmental Representations, Warranties and Covenants. Tenant hereby represents, warrants and covenants as follows:

(1) Except as may be permitted by and only in accordance with Environmental Laws, Tenant shall not allow any Hazardous Materials (as defined in below) to exist or be stored, located, discharged, possessed, managed, processed, or otherwise used or handled on the Premises, and shall strictly comply with all Environmental Laws affecting the Premises. Without limiting the generality of the foregoing, Tenant is not, and will not become, involved in operations at the Premises involving Hazardous Materials, except as expressly permitted by Legal Requirements.

(2) No activity shall be undertaken on the Premises by Tenant which would cause

(i) the Premises to be considered a hazardous waste treatment, storage or disposal facility as defined under any Environmental Laws; (ii) a release or threatened release of Hazardous Materials into any watercourse, surface or subsurface water or wetlands, or the discharge into the atmosphere of any Hazardous Materials in each case requiring a permit under any Environmental Laws and for which no such permit has been issued.

(3) Tenant shall, with all due diligence, at its own cost and expense and in accordance with Environmental Laws (and in all events in a manner reasonably satisfactory to Landlord), take all actions (to the extent and at the time or from time to time) as shall be necessary or appropriate for the remediation of all releases of Hazardous Materials by Tenant or any of its agents, contractors, servants, employees, subtenants, occupants, licensees, or operators at or from the Premises including all removal, containment and remedial actions. Tenant shall pay or cause to be paid at no expense to Landlord all clean-up, administrative, and enforcement costs of applicable government agencies or the parties protected by such Environmental Laws which may be asserted against the Premises.

(4) Tenant, upon execution of this Ground Lease, shall furnish Landlord with a copy of any Material Safety Data Sheets and any updates thereto or any list of substances listed on the so-called Massachusetts Substance List, established pursuant to M.G.L. c. 111F which Tenant is required to prepare, file or maintain pursuant to said chapter for any substances used or stored on the Premises. If said Material Safety Data Sheets or lists should be changed or updated during the Term of this Ground Lease, Tenant shall promptly furnish a copy of such updated or changed Material Safety Data Sheets or list to the Town.

(b) **Hazardous Materials Defined.** For purposes of this Ground Lease, "**Hazardous Materials**" shall mean, but shall not be limited to, any oil, petroleum product and any hazardous or toxic waste or substance, any substance which because of its quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitutes or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including without limitation any asbestos (whether or not friable) and any asbestos-containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), toxic metals, explosives, reactive metals and compounds, pesticides, herbicides, radon gas, urea formaldehyde foam insulation and chemical, biological and radioactive wastes, or any other similar materials which are included under or regulated by any Environmental Law.

(c) Notices.

(1) Tenant shall provide Landlord with copies of any notices of releases of Hazardous Materials which are given by or on behalf of Tenant to any federal, state or local agencies or authorities with respect to the Premises. Such copies shall be sent to the Town concurrently with mailing or delivery to the governmental agencies or authorities. Tenant also

shall provide Landlord with copies of any notices of responsibility or any other notices received by or on behalf of Tenant from any such agencies or authorities concerning any non-compliance with Environmental Laws on or about the Premises, including but not limited to notices regarding Hazardous Materials or substances located on or about the Premises. In addition, in connection with any litigation or threat of litigation affecting the Premises, Tenant shall deliver to Landlord any documentation or records as Landlord may reasonably request and which are in Tenant's possession and may be lawfully delivered to Landlord, and Landlord shall deliver to Tenant any documentation or records as Tenant may reasonably request and which are in Landlord's possession and may be lawfully delivered to Tenant.

(2) Tenant or Landlord shall immediately notify the other party in writing should Tenant or Landlord become aware of (iii) any release or threatened release of Hazardous Materials or the occurrence of any other environmental problem or liability with respect to the Premises or any real property adjoining or in the vicinity of the Premises or such other property which could subject Landlord, Tenant or the Premises to a Claim under any Environmental Laws or to any restriction in ownership, occupancy, transferability or use of the Premises under any Environmental Laws; (iv) any lien filed, action taken or notice given of the nature described in Sections 9.2(b) or 9.3(b) above; (v) any notice given to Tenant from any occupant of the Premises or any notice from any governmental authority with respect to any release or threatened release of Hazardous Materials; or (vi) the commencement of any litigation or any information relating to any threat of litigation relating to any alleged unauthorized release of any Hazardous Materials or other environmental contamination, liability or problem with respect to or arising out of or in connection with the Premises.

(d) **Environmental Indemnity.** Tenant hereby presently, unconditionally, irrevocably and absolutely agrees to pay, indemnify, defend with counsel acceptable to Landlord and save harmless Landlord for, from and against any and all Claims (including, without limitation attorneys' and experts' fees and expenses, clean-up costs, waste disposal costs and those costs, expenses, penalties and fines within the meaning of CERCLA), of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against the

Landlord and arising from any violation or alleged violation of Environmental Laws, environmental problem or other environmental matter described herein, relating to, or as a consequence of, the Tenant's operation of the Premises, including, without limitation, matters arising out of any breach of Tenant's covenants, representations and warranties. All warranties, representations and obligations set forth herein shall be deemed to be continuing and shall survive termination of this Ground Lease. In addition, the covenants and indemnities of Tenant contained herein shall survive any exercise of any remedy under the Lease.

Section 35. Exhibits. The following exhibits, described in this Lease, are attached hereto and incorporated herein by reference:

Exhibit "A" Plan of Land

Exhibit "B" Exceptions to Title

Exhibit "C" Joint Powers Agreement

IN WITNESS WHEREOF, THIS Agreement has been executed by the Tenant Tri-Town Water District Board of Directors as of the ___ day of _____, 2022.

For the Tri-Town Board of Directors,
Charles C. Kokoros, Chair

IN WITNESS WHEREOF, THIS Agreement has been executed by the _____ of
the Town of Braintree as of the day of _____ 2022.

For the Town of Braintree,
Charles C. Kokoros, Mayor

IN WITNESS WHEREOF, THIS Agreement has been executed by the Town Council
of the Town of Randolph as of the day of _____ 2022.

William Alexopoulos, President & At-Large

Ken Clifton, Vice Pres. & District One (Pree. 1,2,3)

Richard Brewer, Jr., At- Large

James F. Burgess, Jr., At-Large

Natacha Clerger, At-Large

Ryan Egan, At-Large

Jesse Gordon, District Two (Pree. 7,8,9)

Katrina Huff-Larmond, District Three (Pree. 4,5,6)

Christos Alexopoulos, District Four (Pree. I 0,11,12)