

1 operators, and assigns shall not discriminate against any person, employee, or applicant for
2 employment because of race, color, creed, religion, national origin, age, sex, sexual orientation,
3 marital status, handicap, veteran status or any other basis prohibited by law in Tenant's use of the
4 Premises, including the hiring and discharging of employees, the provision or use of services,
5 and the selection of suppliers and contractors.

6 17.2 Non-Compliance. Tenant shall defend, indemnify and hold the Trust Parties
7 harmless from and against any and all claims of third persons resulting from Tenant's non-
8 compliance with any of the provisions of this Article 17.

9 **ARTICLE 18**

10 **MISCELLANEOUS**

11
12 18.1 Amendments to Lease. This Lease may not be amended, modified, supplemented
13 or extended except by a written instrument executed by the Trust and Tenant.

14 18.2 Notices. Any and all notices, demands, requests, submissions, approvals,
15 consents, disapprovals, objections, offers or other communications or documents required to be
16 given, delivered or served, or which may be given, delivered or served, under or by the terms and
17 provisions of this Lease or pursuant to law or otherwise, shall be in writing and shall be delivered
18 by hand, nationally recognized overnight express commercial service such as "Federal Express"
19 (in either case with evidence of delivery or refusal thereof) or by registered or certified mail, to:

20 Carlisle Housing Authority

21 Carlisle Town Hall
22 66 Westford Street,
23 Carlisle, Massachusetts 01741
24

25 Carlisle Affordable Housing Trust

26 Carlisle Town Hall
27 66 Westford Street,
28 Carlisle, Massachusetts 01741
29

30 with a copy to:

31
32 Town of Carlisle Board of Selectmen
33 Town Administrator
34 Town Clerk
35 Carlisle Town Hall
36 66 Westford Street,
37 Carlisle, Massachusetts 01741
38

1 or to such other address as the Trust may from time to time designate by written notice to
2 Tenant, or to such other agent or agents as may be designated in writing by either party. The
3 earlier of: (i) the date of delivery by overnight express commercial service, or (ii) the date of
4 delivery or upon which delivery was refused as indicated on the registered or certified mail
5 return receipt shall be deemed to be the date such notice or other submission was given.

6 18.3 Severability. If any term or provision of this Lease or the application thereof to
7 any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of
8 this Lease, or the application of such term or provision to persons or circumstances other than
9 those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term
10 and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

11 18.4 WAIVER. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY
12 AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR
13 THEIR SUCCESSORS OR ASSIGNS UNDER OR CONNECTED WITH THIS LEASE OR
14 ANY OF ITS PROVISIONS, ANY NEGOTIATIONS IN CONNECTION THEREWITH, OR
15 TENANT'S USE OR OCCUPATION OF THE PREMISES.

16 18.5 Quiet Enjoyment. Tenant, upon paying the Rent and other charges herein
17 provided for and observing and keeping all covenants, agreements and conditions of this Lease
18 on its part to be kept, shall quietly have and enjoy the Premises during the Term of this Lease
19 without hindrance by anyone claiming by, through or under the Trust, subject, however, to the
20 exceptions, reservations and conditions of this Lease and matters of record. The foregoing shall
21 not create any liability on the part of the Trust for any defects in or encumbrances on the Trust's
22 title existing as of the date hereof.

23 18.6 Integration. All prior understandings and agreements between the parties with
24 respect to this Lease are merged within this Lease, which alone fully and completely sets forth
25 the understanding of the parties.

26 18.7 Bind and Inure. The covenants and agreements herein contained shall bind and
27 inure to the benefit of the Trust, its successors and assigns, and Tenant, its successors and
28 assigns.

29 18.8 Notice of Lease. The Trust and Tenant mutually agree to execute herewith, in
30 triplicate, a Notice of Lease in recordable form with respect to this Lease, which shall be
31 recorded forthwith with the Registry of Deeds, and agree to execute, upon termination of this
32 Lease for whatever cause, a Notice of Termination of Lease in recordable form for recording
33 with said Registry of Deeds.

34 18.9 Enforcement of the Trust's Liability. Anything contained in this Lease to the
35 contrary notwithstanding, but without limitation of Tenant's equitable rights and remedies, the
36 Trust's liability under this Lease shall be enforceable only out of the Trust's interest in the
37 Premises; and there shall be no other recourse against, or right to seek a deficiency judgment
38 against, the Trust, nor shall there be any personal liability on the part of the Trust or any member
39 of its board of directors, or any officer or employee of the Trust, with respect to any obligations
40 to be performed hereunder. Without limitation of the foregoing, the Trust shall not be liable for

1 any loss, damage or injury of whatever kind caused by, resulting from, or in connection with (i)
2 the supply or interruption of water, gas, electric current, oil or any other utilities to the Premises,
3 (ii) water, rain or snow which may leak or flow from any street, utility line or subsurface area or
4 from any part of the Premises, or (iii) other leakage from pipes, appliances, water, sewer or
5 plumbing works therein or from any other place. In no event shall the Trust be liable to Tenant
6 for any indirect, special or consequential or punitive damages or loss of profits or business
7 income arising out of or in connection with this Lease.

8 18.10 No Merger. There shall be no merger of this Lease or of the leasehold estate
9 hereby created with the fee estate in the Premises or the Property by reason of the fact that the
10 Trust may acquire or hold, directly or indirectly, the leasehold estate hereby created or an interest
11 herein or in such leasehold estate, unless the Trust executes and records an instrument
12 affirmatively electing otherwise.

13 18.11 Captions. The captions of this Lease are for convenience and reference only and
14 in no way define, limit or describe the scope or intent of this Lease nor in any way affect this
15 Lease.

16 18.12 Table of Contents. The Table of Contents preceding this Lease but under the
17 same cover is for the purpose of convenience and reference only and is not to be deemed or
18 construed in any way as part of this Lease, nor as supplemental thereto or amendatory thereof.

19 18.13 Massachusetts Law Governs. This Lease shall be governed exclusively by, and
20 construed in accordance with, the laws of the Commonwealth of Massachusetts.

21 18.14 Time of the Essence. Time shall be of the essence hereof.

22 18.15 Excavation and Shoring. If any excavation shall be made or contemplated to be
23 made by Tenant for building or other purposes upon property or streets adjacent to or nearby the
24 Premises, Tenant shall do or cause to be done all such work as may be necessary to preserve any
25 of the walls or structures of the Improvements from injury or damage and to support the same by
26 proper foundations. All such work done by Tenant shall be at Tenant's sole cost and expense as
27 may be required under Required Permits.

28 18.16. No Partnership or Joint Venture. Nothing contained under this Lease shall be
29 construed to create a partnership or joint venture between the Trust and Tenant or to make the
30 Trust an associate in any way of Tenant in the conduct of Tenant's business, nor shall the Trust
31 be liable for any debts incurred by Tenant in the conduct of Tenant's business, and it is
32 understood by the parties hereto that this relationship is and at all times shall remain that of Trust
33 and tenant.

34 18.17 Tenant Request for Consent. Tenant shall reimburse the Trust for its reasonable
35 attorneys' fees and out-of-pocket expenses incurred in connection with any request by Tenant for
36 the Trust's consent hereunder.

37 18.18 Brokers. The Trust and Tenant each warrants and represents to the other that it
38 has had no dealings or negotiations with any broker or agent in connection with this Lease. Each

1 agrees to pay, and shall hold the other harmless and indemnified from and against any and all
2 costs, expenses (including without limitation counsel fees) or liability for any compensation,
3 commissions and charges claimed by any broker or agent resulting from any such dealings by the
4 indemnifying party with respect to this Lease or the negotiation therefor.

5 18.19 Covenants Running with the Land. Tenant intends, declares, and covenants, on
6 behalf of itself and all future holders of Tenant's interest hereunder, that this Lease and the
7 covenants and restrictions set forth in this Lease regulating and restricting the use, occupancy, and
8 transfer of the Premises (a) shall be and are covenants running with the Premises, encumbering the
9 Premises for the term of this Lease, binding upon Tenant and Tenant's successors-in-interest; (b) are
10 not merely personal covenants of Tenant; and (c) the benefits shall inure to the Trust.

11 18.20 Authority. The Trust owns fee simple title to the Premises and holds stated rights
12 under the Acknowledgment Agreement and has full power and authority to enter into and
13 perform under this Lease and all documents, instruments and contracts entered into or to be
14 entered into by it pursuant to this Lease and to carry out the transactions contemplated hereby.
15 This Lease is, and all documents to be executed by Trust on the Commencement Date, duly
16 authorized, executed and delivered by Trust and all consents and approvals of third parties will
17 have been obtained. This Lease is, and all documents to be executed by Trust and delivered on
18 or before the Commencement Date will be the legal, valid and binding obligations of Trust,
19 enforceable in accordance with their respective terms and will not violate any provisions of any
20 contract, judicial order or any other thing to which Trust is a party or to or by which Trust or the
21 Premises and Improvements is subject or bound. Neither the execution and delivery of this
22 Lease nor the consummation of the transactions contemplated by this Lease is subject to any
23 requirement that Trust obtain any consent, license, approval or authorization of, or make any
24 declaration or filing with, any governmental authority or third party except as otherwise
25 disclosed in the RFP, the Acknowledgment, and License Agreement. Without limitation, on the
26 Commencement Date, Trust shall have full legal right and authority to enter into this Lease, and
27 assign all rights in the Acknowledgment, to Tenant.

28 Tenant has full power and authority to enter into and perform this Agreement and all
29 documents, instruments and contracts entered into or to be entered into by it pursuant to this
30 Agreement and to carry out the transactions contemplated hereby. This Agreement is, and all
31 documents to be executed by Tenant and delivered to Trust at the Closing will be on the Closing
32 Date, duly authorized, executed and delivered by Tenant and all consents and approvals of third
33 parties will have been obtained. This Agreement is, and all documents to be executed by Tenant
34 and delivered to Trust at the Closing will be the legal, valid and binding obligations of Tenant,
35 enforceable in accordance with their respective terms and will not violate any provisions of any
36 contract, judicial order or any other thing to which Tenant is a party or to or by which Tenant is
37 subject or bound. Neither the execution and delivery of this Agreement or the consummation of
38 the transactions contemplated by this Agreement is subject to any requirement that Tenant obtain
39 any consent, license, approval or authorization of, any third party.

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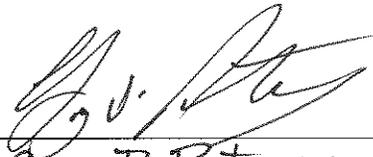
[signatures on following page]

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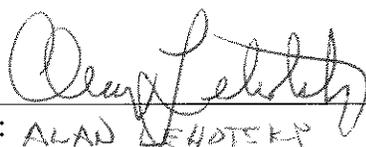
EXECUTED as of the date first set forth above.

CARLISLE AFFORDABLE HOUSING TRUST



By: Greg D. Peterson
Its: Chair

CARLISLE HOUSING AUTHORITY

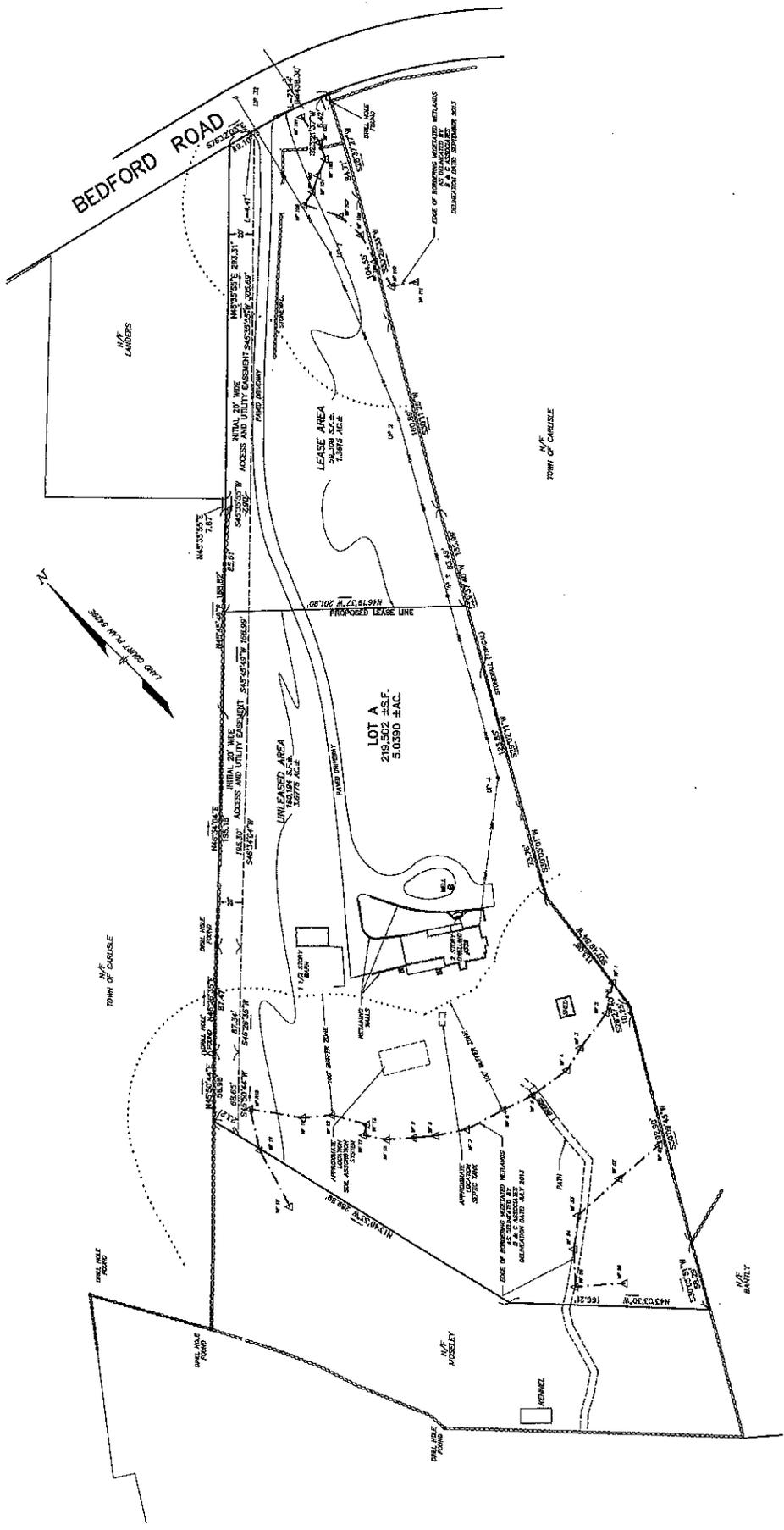


By: ALAN LEHOTEK
Its: CHAIR

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Exhibit A

PLAN OF PREMISES



PLAN OF LAND
IN
CARLISE, MASSACHUSETTS
(MIDDLESEX COUNTY)
FOR: **CARLISE HOUSING AUTHORITY**
SCALE: 1"=40' MARCH 28, 2014
REVISED: JUNE 15, 2014
STAMSKI AND MONARY, INC.
100 MAIN STREET
ACTION, MASSACHUSETTS
PLANNING - SURVEYING
(507)ALEX23.dwg Bedford Road SH-5001A

NOTES:
1) THIS PLAN IS BASED ON THE RECORDED PLANS AND AN ON THE GROUND SURVEY. THE CERTIFICATION HEREON IS INTENDED TO MEET THE REQUIREMENTS OF THE RECORDS DIVISION OF THE MASSACHUSETTS DEPARTMENT OF REVENUE AND TAXATION FOR THE PURPOSES OF THE EXISTENCE OF UNRECORDED EASEMENTS. OWNERSHIP OF ADJACENT PROPERTIES IS FROM CURRENT ASSESSOR'S RECORDS.
2) THE PURPOSE OF THIS PLAN IS TO DELINEATE THE LEASE AREA AND INITIAL ACCESS AND UTILITY EASEMENT.

ZONING DISTRICT
RESIDENCE B
PROJECT LOCATION
358 BEDFORD ROAD
TOWN MAP 14 PARCEL 21

RECORD OWNER
THE TOWN OF CARLISE AFFORDABLE HOUSING TRUST FUND
CARLISE, MA

REFERENCE
MIDDLESEX REGISTRY OF DEEDS
DEED BOOK 27291 PHASE 2&6
PLAN BOOK 235 PHASE 1

THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES OF EXISTING OWNERSHIP, AND THE LINES OF STREETS AND ALLEYS THAT HAVE BEEN ESTABLISHED OR WERE ALREADY ESTABLISHED, AND NO NEW LINES FOR DIVISION OF OWNERSHIP OR FOR NEW WAYS ARE SHOWN. THE BEING AND THE DIVISION OF OWNERSHIP HEREON IS SUBJECT TO THE RULES AND REGULATIONS OF THE REGISTERED PROFESSIONAL LAND SURVEYORS OF THE COMMONWEALTH OF MASSACHUSETTS.



DATE 6/22/13
REGISTERED PROFESSIONAL LAND SURVEYOR

RECEIVED AND ENTERED
MIDDLESEX REGISTRY OF DEEDS
PLAN BOOK 235 PLAN 30
SUBJECT OF 1
DATE June 27, 2014
BY [Signature]