

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: [Signature]
Name: EDWARD MELLO
Title: TOWN ADMINISTRATOR

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

Lessee:

Conanicut Island Sailing Foundation
By: [Signature]
Name: Meg Myles
Title: Executive Director

[Signature] in [Signature]
Hannah M Swett

