

DRAFT

Lease

By and between the

Town of Ridgefield and *The Ridgefield Historical Society*

THIS LEASE, effective as of the _____ day of _____ 2024, is made by and between the **TOWN OF RIDGEFIELD**, a municipal corporation of the State of Connecticut, having its territorial limits in Fairfield County, whose address is 400 Main Street, Ridgefield, Connecticut 06877 ("the Landlord"), and **THE RIDGEFIELD HISTORICAL SOCIETY, INCORPORATED**, a non-profit corporation, whose address is 4 Sunset Lane, Ridgefield, Connecticut 06877 ("the Tenant").

WITNESSETH THAT:

Demise and Taking. The Landlord hereby demises and leases unto the Tenant, and the Tenant hereby hires and takes from the Landlord, for the term and upon the rental hereinafter specified, the premises known as "Old Branchville Schoolhouse", located at 302 Old Branchville Road, Ridgefield, Connecticut (the "demised premises"), said premises is more particularly described in Schedule A, attached hereto and made a part hereof.

Term. The term of this lease shall be for a period of twenty-five (25) years beginning on May __ 2024 (the "Commencement Date") and ending on May __ 2049.

Option to Renew. Provided that the Tenant is not in material default hereunder, the Tenant shall have the right and option of extending the original term of this lease for two (2) successive periods of five (5) years each, subject to all of the terms, covenants, and conditions of this lease.

Such option shall be exercised by notification by Tenant to Landlord, in writing, of its election to do so, no earlier than six (6) months, nor later than three (3) months, prior to the expiration of the original term hereof.

Right of Recapture. Notwithstanding the foregoing, at the expiration of the original term, or any renewal term, if applicable, the Landlord shall have the right, in its sole and absolute discretion, to terminate this lease and recapture possession of the demised premises. In order to exercise this right, the Landlord shall notify Tenant, in writing, no less than seven (7) months prior to the expiration of the original term, or any renewal term, as the case may be. Termination of this lease at the expiration of the original term shall also act to extinguish any renewal rights hereunder.

Rent. The rent for the original term and any renewal thereof shall be ONE DOLLAR (\$1.00) per year, payable, in advance, commencing on_____, and on the same day of each year thereafter during said term.

THE ABOVE LETTING IS UPON THE FOLLOWING TERMS AND CONDITIONS:

FIRST - Quiet Enjoyment. The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in this lease contained, shall and may peaceably and quietly have, hold, and enjoy the demised premises for the term aforesaid.

SECOND- Use. The Tenant covenants and agrees to use the demised premises for recreational, social, cultural, educational, and philanthropic purposes, and agrees not to use or permit the use of the demised premises for any other purpose without the prior written consent of the Landlord.

THIRD - Re-entry, Etc. Upon Default by Tenant. The Tenant shall, without any previous demand therefor, pay to the Landlord, or its agent, the said rent at the times and in the manner above provided. In the event of a violation by the Tenant of any of the material terms, covenants, agreements, and conditions of this lease, or if the demised premises shall be deserted or vacated, the Landlord or its agents shall have the right to and may enter said premises as the agent of the Tenant, either by force or otherwise, without being liable for any prosecution or damages therefor, and may relet said premises as the agent of the Tenant, and receive the rent therefor, upon such terms as shall be satisfactory to the Landlord, and all rights of the Tenant to repossess said premises under this lease shall be forfeited. Such dispossession of the Tenant, with or without a Notice to Quit and with or without summary process proceedings or a judgment resulting from such proceedings and/or reentry by the Landlord shall not operate to release the Tenant from any rent to be paid or covenants to be performed hereunder during the full term of this lease. For the purpose of reletting, the Landlord shall be authorized to make such repairs or alterations in or to the demised premises as may be necessary to place the same in good order and condition. The Tenant shall be liable to the Landlord for the cost of such repairs or alterations, and all expenses of such reletting. The Tenant shall not be entitled to any surplus accruing as a result of the reletting. The Landlord shall have the right, as agent of the Tenant, to take possession of any furniture, fixtures or other personal property of the Tenant found in or about the demised premises, and sell the same at public or private sale and to apply the proceeds thereof to the payment of any monies becoming due under this lease, the Tenant hereby waiving the benefit of all laws exempting property from execution, levy and sale on distress or judgment. The Tenant agrees to pay, as additional rent, all attorney's fees and other expenses incurred by the Landlord in enforcing any of the obligations under this lease, including those related to a summary process proceeding based upon the Tenant's default.

FOURTH - Subletting. The Tenant shall not sub-let, license or allow licensing of the demised premises nor any portion thereof, nor shall this lease be assigned by the Tenant without the

prior written consent of the Landlord, which consent shall not be unreasonably withheld.

FIFTH - Condition, Alterations, etc. (A) The Tenant has examined the demised premises, and accepts them in their present condition "as is" (except as otherwise expressly provided herein) and without any representations on the part of the Landlord or its agents as to the present or future condition of said premises. The Tenant shall keep the demised premises in good condition. The Tenant shall quit and surrender the demised premises at the end of the term of this lease in as good condition as the reasonable use thereof will permit. The Tenant shall not make any alterations, additions, or improvements to the demised premises without the prior written consent of the Landlord. All erections, alterations, additions, and improvements, whether temporary or permanent in character, which may be made upon the demised premises either by the Landlord or the Tenant, except furniture or movable trade fixtures installed at the expense of the Tenant, shall be the property of the Landlord and shall remain upon and be surrendered with the demised premises as a part thereof at the termination of this lease, without compensation to the Tenant. The Tenant further agrees to keep the demised premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material, and other objectionable matter. Ground maintenance and snow removal will be the responsibility of the Town.

It is agreed and understood that Tenant intends to raise money through grants or otherwise for purposes of restoring and renovating the demised premises. All such renovations and restoration must be done in accordance with the terms of this Lease, including this section, and Tenant is solely responsible for all repairs of and restoration to the demised premises.

(B) No alterations, installations, additions, improvements, or erection of signs shall be made by the Tenant, in any case, which do not conform to the laws of the State of Connecticut and the Town of Ridgefield and with respect to which all required governmental permits and approvals have not first been obtained.

SIXTH - Mechanic's Liens. In the event that any mechanic's lien is filed against the demised premises as a result of alterations, additions, or improvements made by the Tenant, the Landlord and Tenant will attempt to determine in good faith a resolution of such Mechanic's Lien. In the event that a mutual agreement is not reached within 30 days of the date of the Mechanic's Lien, then the Landlord, at its option, after thirty (30) days prior written notice to the Tenant, may terminate this lease and may pay said lien, without inquiring into the validity thereof, same constituting a default under this lease by the Tenant, and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in discharging said lien, as additional rent hereunder.

SEVENTH - Glass. The Landlord agrees to replace, at the Landlord's expense, any and all glass which may become broken in and on the demised premises.

EIGHTH -Insurance. The Landlord agrees to maintain or cause to be maintained fire insurance which will pay for all direct physical loss of or damage upon all of the buildings, structures, or improvements (including tenant improvements) that are part of the demised premises in an amount adequate to cover the cost of replacing the foregoing, consistent with past practices. The Landlord will continue to provide liability insurance coverage.

NINTH - Utilities. Utilities and services furnished to the demised premises for the benefit of the Tenant shall be provided and paid for as follows: electricity by the Landlord to be reviewed every two years and any and all other utilities, if any, by the Landlord as well. All cleaning of the demised premises shall be at the sole cost and expense of the Tenant. The Landlord shall not be liable for any interruption or delay in any of the above services for any reason.

TENTH - Right of Entry. The Landlord, or its agents, shall have the right to enter the demised premises at reasonable hours in the day or night to examine the same, or to run telephone or other wires, or to make such repairs, additions, or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of the Landlord to make any such repairs, additions or alterations), or to exhibit the same to prospective purchasers and/or mortgagees and put upon the premises a suitable "For Sale" sign. For three months prior to the expiration of the demised term, the Landlord, or its agents, may similarly exhibit the demised premises to prospective tenants, and may place the usual "To Let" signs thereon.

ELEVENTH - Destruction or Damage. In the event of the destruction of the demised premises by fire, explosion, the elements or otherwise during the term hereby created, or previous thereto, or such partial destruction thereof as to render the demised premises wholly untenable or unfit for occupancy, or should the demised premises be so badly injured that the same cannot be repaired within ninety (90) days from the happening of such injury, then and in such case the term hereby created shall, at the option of the Landlord, cease and become null and void from the date of such damage or destruction, and the Tenant shall immediately surrender the demised premises and all of the Tenant's interest therein to the Landlord, and shall pay rent only to the time of such surrender, in which event the Landlord may reenter and re-possess the premises thus discharged from this lease and may remove all parties therefrom. Should the demised premises be rendered untenable and unfit for occupancy, but yet be repairable within ninety (90) days from the happening of said injury, the Landlord may enter and repair the same with reasonable speed, and the rent shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But if the demised premises shall be so slightly injured as not to be rendered untenable and unfit for occupancy, then the Landlord agrees to repair the same with reasonable promptness and, in that case, the rent accrued and accruing shall not cease or determine. The Tenant shall immediately notify the Landlord in case of fire or other damage to the demised premises.

If the Landlord shall elect to undertake to repair the demised premises, then, to the extent that the Tenant is unable to use the demised premises or any portion thereof, an appropriate suspension or adjustment (related to the portion of the demised premises that is not useable by the Tenant) in rent shall be made during the period of repair. The Landlord shall proceed to make such repair with reasonable speed, taking into account, however, the difficulty in obtaining a contractor or contractors for such work on an immediate basis, the settlement of any insurance claims in connection with said destruction or casualty, all other factors related to such repair outside of the Landlord's reasonable control, etc.

TWELFTH - Observance of Laws, Etc. The Tenant agrees to observe and comply with all laws, ordinances, rules, and regulations of the Federal, State, County, and Municipal authorities applicable to the business to be conducted by the Tenant in the demised premises. The tenant agrees not to do or permit anything to be done in said premises, or keep anything therein, which will increase the rate of fire insurance premiums on the improvements or any part thereof, or on property kept therein, or conflict with the regulations of the Fire Department or with any insurance policy upon said improvements or any part thereof. In the event of any increase in insurance premiums resulting from the Tenant's occupancy of the premises, or from any act or omission on the part of the Tenant, the Tenant agrees to pay said increase in insurance premiums on the improvements or contents thereof as additional rent.

THIRTEENTH - Signs. No sign, advertisement, or notice shall be affixed to or placed upon any part of the demised premises by the Tenant, except in such manner, and of such size, design, and color as shall be approved in advance in writing by the Landlord and shall be permitted by the zoning regulations of the Town of Ridgefield, nor shall any temporary signs, advertisements, or notices for other than Old Branchville Schoolhouse activities be allowed.

FOURTEENTH - Default by Tenant. In case of violation by the Tenant of any of the covenants, agreements and conditions of this lease and upon failure to discontinue such violation within ten (10) days after notice thereof given to the Tenant, this lease shall thenceforth, at the option of the Landlord, become null and void, and the Landlord may re-enter without further notice or demand and, in such case, the Landlord shall thereupon have all the rights and remedies hereunder and shall be entitled to lost rentals, damages, etc., all in accordance with the terms and provisions of Paragraph Third above. The provisions of the preceding sentence requiring ten (10) days notice shall not apply, however, to the Tenant's failure, neglect, or refusal to pay rent within the ten (10) day grace period already in Paragraph Third hereof. No waiver by the Landlord of any violation or breach of condition by the Tenant shall constitute or be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this lease null and void and to reenter upon the demised premises after the said breach or violation.

If the Tenant shall so violate any of the covenants, agreements, or conditions of this lease, including the rental provisions, then this lease shall thereupon, at the option of the Landlord, by virtue of *this* expressed stipulation herein, expire and terminate, and the Landlord may, at any time thereafter, re-enter the demised premises, as aforesaid, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as a common law, shall be necessary to enable the Landlord to recover such possessions pursuant to said statute relating to summary process, but all right to any such demand or any such re-entry is hereby expressly waived by said Tenant.

Whenever this lease shall terminate either by lapse of time or by virtue of any of the expressed stipulations herein, the Tenant hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process, as well as any right to trial by jury.

No delay or delays in the payment of the rent reserved in manner and/or times stipulated and no failure of the Landlord to enforce the covenants, agreements, and conditions of this Lease or rules or regulations now or hereafter to be established by the Landlord upon such occasion or in case of default of any covenants, agreements, and conditions of this Lease herein contained or such rules or regulations on the part of Tenant to be performed, shall *be* construed as creating a custom of preferred payments or as a waiver of any of the said covenants, agreements, and conditions of this Lease or such rules or regulations or the Landlord's right to terminate this Lease or otherwise enforce the provisions hereof.

After service of a Notice to Quit, commencement of a suit, including a summary process proceeding, and/or obtaining of a final judgment for any cause arising under this lease or the breach hereof, the Landlord may still receive and collect, for use and occupancy of the demised premises by the Tenant, any "rent" or "additional rents" due hereunder, without prejudice to or waiver of or effect upon the said Notice to Quit, suit or judgment.

FIFTEENTH - Notices. All notices and demands, legal or otherwise, incidental to this lease, or the occupation of the demised premises, shall be in writing. If the Landlord or its agent desires to give or serve upon the Tenant any notice or demand, it shall be sufficient to send a copy thereof by registered or certified mail, addressed to the Tenant at 4 Sunset Lane, Ridgefield, Connecticut. Notices from the Tenant to the Landlord shall be sent by registered or certified mail or delivered to the Landlord at 400 Main Street, Ridgefield, Connecticut 06877, or to such other party or place as the Landlord may from time to time designate in writing.

SIXTEENTH - Bankruptcy, Insolvency. If, at any time during the term of this lease, the Tenant shall make any assignment for the benefit of creditors, or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed for the Tenant, then the Landlord may, at its option, terminate this lease, exercise of such option to be evidenced by

notice to that effect served upon the assignee, receiver, trustee or other person in charge of the liquidation of the property of the Tenant or the Tenant's estate, but such termination shall not release or discharge any payment of rent payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of the Tenant or the Tenant's legal representatives. In any such case, the Landlord shall also be entitled to the rights and remedies called for under Paragraphs Third and Fourteenth hereof related to the balance of the term of this lease.

SEVENTEENTH - Holding Over. In the event that the Tenant shall remain in the demised premises after the expiration of the term of this lease without having executed a new written lease with the Landlord, such holding over shall not constitute a renewal or extension of this lease. The Landlord may, at its option, elect to treat the tenant as one who has not removed at the end of its term, and, thereupon, be entitled to all the remedies against the Tenant provided by law. In that situation, the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to the duration thereof.

EIGHTEENTH - Condemnation. If the demised premises, or any part thereof, shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the Landlord, shall forthwith terminate, and the Tenant shall have no claim or interest in or to any award of damages for such taking.

The entire proceeds of any such taking shall be the property of the Landlord, subject, however, to the Tenant making whatever claims are available for the undepreciated portion of the costs and expenses of leasehold improvements at the demised premises actually paid for by the Tenant and/or relocation and/or moving expenses. Following such termination of this lease, neither party shall be obligated in any way to the other.

NINETEENTH- Conference of Tenant's Rights. No rights are to be conferred upon the Tenant until this lease has been signed by the Landlord, and an executed copy of the lease has been delivered to the Tenant.

TWENTIETH - Exclusivity of Rights. The foregoing rights and remedies are not intended to be exclusive but in addition to all rights and remedies that the Landlord would otherwise have by law.

TWENTY-FIRST - Binding Effect. All of the terms, covenants, and conditions of this lease shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

TWENTY-SECOND- Force Majeure. This lease and the obligation of tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of the Tenant to be performed shall in no way be affected, impaired or excused because the

Landlord is unable to supply or is delayed in supplying any service expressly or implicitly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if the Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by the war.

TWENTY-THIRD - No Oral Change. This instrument may not be changed orally.

TWENTY-FOURTH – Intentionally deleted.

TWENTY-FIFTH -Termination. It is agreed and understood that Tenant will be required to raise money in order to conduct the renovation and restoration of the demised premises as contemplated herein. In the event Tenant is unable to raise such funds or to otherwise engage in the contemplated project, Tenant desires the ability to terminate this Lease prior to the end of the Term. In consideration of that requirement, either party may terminate this lease at any time upon 90 days written notice to the other party.

TWENTY-SIXTH - Hazardous Waste Indemnity. The Tenant covenants that, throughout the term of this lease, it will use the demised premises in compliance with the provisions of all statutes and laws of the State of Connecticut, and the rules and regulations of all agencies of the State of Connecticut having jurisdiction over the protection of the environment, and the U.S. Environmental Protection Agency, as the same now exist or may hereafter be amended, and of all regulations issued thereunder as the same may now exist or may hereafter be promulgated or amended.

The Tenant shall not knowingly at any time permit to be used, stored, or kept on the demised premises any "chemical liquids", "hazardous waste", "solid, liquid or gaseous products" or "waste oil" as those terms may be defined by statutes and laws of the State of Connecticut as the same now exist or may hereafter be amended, except in accordance with applicable law and regulations.

THE NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on
the dates set forth below their signatures.

TOWN OF RIDGEFIELD, LANDLORD

X

THE RIDGEFIELD HISTORICAL SOCIETY, INCORPORATED

X

Schedule A

SCHEDULE A

ALL THAT CERTAIN piece or parcel of land together with the buildings and improvements thereon, containing 3.682 acres, situated in the Town of Ridgefield, County of Fairfield and State of Connecticut, being shown and designated as Lot #1 on a certain survey entitled "Map Prepared For Lynn S. Breaky, Ridgefield, Connecticut, Scale 1" = 50', March 2, 1990, Total Area = 6.182 Acres", prepared by John W. Fuller, surveyor and filed in the office of the Ridgefield Town Clerk as Map No. 7830.

SAID PREMISES ARE CONVEYED SUBJECT TO:

1. Taxes becoming due and payable to the Town of Ridgefield.
2. Zoning rules and regulations of the Town of Ridgefield.
3. Riparian rights of others.
4. Reservation for Pole Line Easement recorded in Volume 61, Page 519-520 of the Ridgefield Land Records.
5. Grant to The Litchfield Electric Light and Power Company recorded in Volume 57, Page 3 of the Ridgefield Land Records.
6. Right of way in favor of Lot 2 and Anthony J. Porcelli and Jeanette Porcelli, their successors and assigns.

Received for Record at Ridgefield, CT
On 06/13/2017 At 3:52:06 pm


TOWN CLERK