

LEASE AGREEMENT

This Lease Agreement (the "Lease"), dated as of _____, 2023, is made by and between THE TOWN OF AVON, a municipal corporation of the State of Connecticut having its principal office at 60 West Main Street, Avon, Connecticut 06001 (the "Town") and CAROLANN BALDWIN, an individual, having an address at 645 West Avon Road, Avon, Connecticut 06001 (the "Lessee").

RECITALS

WHEREAS, pursuant to the terms and conditions of that certain Purchase and Sale Agreement by and between the Town and Lessee dated _____, 2023 (the "PSA"), Lessee conveyed to the Town approximately 1.910 +/- acres of land situated in the Town of Avon together with all improvements, buildings and structures or similar items located thereon, as more particularly described on Schedule A attached hereto and incorporated herein (the "Premises"); and

WHEREAS, the Lessee desires to lease from the Town, and the Town desires to lease to the Lessee, the Premises, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **TERM AND RENEWAL.** The term of this Lease shall commence on the date hereof and expire on _____, 2024 (the "Term"). Notwithstanding the foregoing, this Lease may be terminated by Lessee upon thirty (30) days' advance written notice to the Town.

2. **RENT.** During the Lease Term, Lessee agrees to pay the Town an annual rental fee of Eight Thousand Four Hundred 00/100 Dollar (\$8,400.00) (the "Rent") payable in equal monthly installments of Seven Hundred and 00/100 Dollars (\$700.00) commencing on the date hereof and continuing on the first day of each calendar month throughout the Term. Lessee shall pay the Rent without demand and without setoff or deductions of any kind, in advance, on the first day of each month of the Term at the notice address of the Town specified in Section 17.

A late charge of five percent (5.00%) of the monthly Rent payment shall be added to each and every monthly Rent payment which is not received by the Town prior to the fifth (5th) day of the month for which such payment is due. Such late charge, if added, shall be due and payable on or before the first (1st) day of the month immediately following the month for which the rent payment was not timely made. Any amount due from Lessee to the Town hereunder which is not paid when due, including late payment charges, shall bear interest at a rate equal to the lesser of (i) one and one-half percent (1.50%) per month from the due date until paid or (ii) the highest rate permitted under applicable law for such obligations. The payment of such interest shall not excuse or cure any default by Lessee under this Lease. The Town shall be entitled to collect from Lessee all expenses incurred by the Town involving collection of late Rent, including, but not limited to, reasonable attorneys' fees and court costs.

The Town shall apply any payments received from Lessee in the following order: first, toward the payment of any interest charges accrued against Lessee's account; second, toward the payment of any late charges and any legal expenses or additional administrative costs incurred by the Town to enforce any provision of this Lease; and then, toward the payment of Rent.

3. **TRIPLE NET LEASE.** It is the purpose and intention of the Town and Lessee that the Rent shall be absolutely net to the Town without any set-off or deduction whatsoever (except as may be expressly set forth in this Lease), so that this Lease shall yield, net, to the Town, the Rent and that all costs, expenses, deductions and charges of every kind and nature relating to the Premises and/or the operation, management, maintenance, alteration and repair thereof, which may arise or become due or payable during or after (but attributable to a period falling within) the Term shall be, subject to the terms of this Lease, paid by Lessee, and that the Town shall be indemnified and saved harmless by Lessee from and against the same. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the Town be expected or required to make any payment of any kind whatsoever with regard to the Premises or be under any other obligation or liability with respect to the Premises, of any kind or nature, whether relating to structural or non-structural matters, and whether same are ordinary or extraordinary, foreseen or unforeseen.

4. **SECURITY DEPOSIT.** No security deposit is due to the Town.

5. **USE.** Lessee will only use the Premises as a dwelling for herself and her family. Lessee is currently occupying the Premises and, pursuant to such occupancy, accepts the Premises in its current "As Is" condition. In furtherance of the foregoing, the Town is not, and shall not be, obligated to perform any work or construct any improvements at or with respect to the Premises. Lessee acknowledges that neither the Town nor any agent or representative of the Town has made any representations or warranties, express or implied, concerning the Premises which have induced Lessee to enter into this Lease, except as otherwise herein provided.

6. **COMPLIANCE WITH LAWS.** Lessee shall comply with all laws and regulations applicable to the Premises. Lessee shall not permit any others to violate any laws or regulations applicable in the Premises. Lessee shall pay the Town for any fines or penalties incurred by the Town as a result of any violations of any laws or regulations applicable to the Premises by Lessee or her invitees.

7. **CARE OF PREMISES.** Lessee shall keep the Premises and all fixtures and appliances in a clean and safe condition. Lessee shall dispose of all garbage, rubbish and other waste in a legal, clean and safe manner. Lessee shall use all electrical, plumbing, heating, air conditioning (if any) and other facilities and appliances in a safe and reasonable manner. Lessee shall maintain a temperature of at least 55 degrees in the Premises at all times. Lessee shall not destroy or damage any part of the Premises. Lessee will be responsible for all acts of Lessee's guests with respect to their conduct on the Premises. Lessee shall be responsible for maintenance and repair of the structural items of the Premises, ordinary repairs and maintenance, including, but not limited to, lawn maintenance, snow removal and other landscaping.

8. **UTILITIES.** Lessee shall pay all utilities for the Premises, including water, electricity, heat, telephone, and cable television directly to the utility provider.

9. **ENTERING PREMISES.** The Town may enter the Premises at reasonable times to inspect and/or make any repairs or changes that the Town may be required to make. The Town may also enter the Premises at reasonable times to show the Premises to possible or actual purchasers or tenants, mortgage lenders, workmen or contractors. The Town will give Lessee reasonable notice of its intent to enter the Premises. Lessee shall not unreasonably deny the Town the right to enter the Premises. The Town may enter the Premises at any time without Lessee's consent in case of emergency.

10. **DAMAGE TO PREMISES.** Lessee will not have to pay rent for any time that Lessee's use and enjoyment of the Premises is substantially affected because the Premises or the building is damaged by fire or other casualty. However, Lessee shall pay rent if Lessee caused the damage or destruction or unless Lessee continue to occupy any portion of the Premises. If Lessees continue to occupy any portion of the Premises, the Rent shall be reduced by the decrease in the fair rental value of the Premises.

If any part of the Premises or the building is damaged by fire or other casualty, the Town shall have the right to terminate this Lease. If the Town decides to terminate the Lease, the Town will give Lessee notice within sixty (60) days after the date of the fire or other casualty. The Lease will terminate within thirty (30) days after the date that the Town gives notice to Lessee. If the Town does not terminate this Lease, the Town will repair the damage within a reasonable time.

11. **EMINENT DOMAIN, CONDEMNATION.** If the government takes all or part of the property, the Town may terminate this Lease by giving Lessee written notice of termination within fifteen (15) days after the taking. Lessee will have no right to any money the government pays the Town for the property it takes. Lessee may receive money for moving expenses, as long as it does not reduce the amount of money the Town is paid.

12. **PERSONAL PROPERTY.** The Town will not be responsible for any loss or damage to the contents of the Premises or to any other personal property stored or brought by Lessee onto the Premises.

13. **REMOVAL OF PERSONAL PROPERTY.** At the expiration or earlier termination of the Lease, Lessee shall leave the Premises and remove all Lessee's personal property. Lessee shall leave the Premises in good and clean condition. Lessee shall repair any damage that was caused by Lessee or others.

14. **TENANT'S DEFAULT.** Lessee will be in default under this Lease if:

- (a) Lessee does not pay the rent within ten (10) days after it is due; or

(b) Less fails to perform any obligation, agreement or covenant under this Lease, such failure continuing for thirty (30) days after written notice by the Town to Lessee of such failure; or

(c) Lessee dies or permanently moves out of the Premises.

If Lessee is in default under this Lease, the Town may send Lessee a notice of termination and may terminate this Lease. The Lease will terminate on the date set forth in the notice from the Town to Lessee.

If Lessee fails to perform any obligation, agreement or covenant under this Lease, the Town may, but is not obligated to, perform such obligation, agreement or covenant and Lessee shall pay the Town all costs incurred by the Town in connection therewith. Lessee also will pay the Town the total Rent stated in Section 2 of this Lease less the amount of Rent that Lessee previously paid hereunder. If Lessee is in default under this Lease and if the Town refers the matter to an attorney, Lessee shall pay the Town's its costs and expenses in connection therewith, including but not limited to, reasonable attorneys' fees.

15. SUBLETTING AND ASSIGNMENT. Lessee may not assign, transfer, sublet, or encumber this Lease or its interests in the Premises or grant any license, concession or other rights for third parties to use the Premises, without the Town's written consent, which consent may be withheld in the Town's sole discretion. In addition to the Town's written consent as a prerequisite, the Town may require copies of any and all agreements between the Lessee and any approved third party as a condition of approval.

16. WAIVER. To the extent permitted by law, the parties waive and will, upon request, confirm in writing the waiver of trial by jury in any action proceeding or counterclaim brought by either party against the other on any matters arising out of or in any way connected with this Lease, the relationship of the Town and Lessee, Lessee's use or occupancy of the Premises or any claim for injury or damage. Lessee hereby waives the right to assert a counterclaim in a summary process or other action arising out of this Lease, except (in the case of any action other than summary process) a mandatory counterclaim or in the event of a default under this Lease by the Town.

17. NOTICES. All notices permitted or required to be given hereunder (other than notices indicating the time for access to the Premises) shall be in writing and sent by e-mail or overnight courier, addressed as follows:

If to Lessee: Carolann Baldwin
645 West Avon Road
Avon, Connecticut 06001
Phone: _____
Fax: _____
E-mail: _____

With Copies to: Hassett and George

945 Hopmeadow Street
Simsbury, CT 06070
Attn: Stephanie W. Ma
Phone: (860) 651-1888
E-mail: sma@hgesq.com

If to Town: Town of Avon
60 West Main Street
Avon, Connecticut 06001
Attn: Brandon Robertson, Town Manager
Phone: (860) 409-4300
Fax: (860) 409-4368
E-mail: brobertson@avonct.gov

With a Copy to: Murtha Cullina LLP
265 Church Street
New Haven, Connecticut 06510
Attention: Alfred E. Smith, Jr., Esq.
Phone (203) 772-7722
Fax (860) 240-5722
E-mail: asmith@murthalaw.com

or to such other address or addresses as the parties may designate from time to time by notice given in accordance with this clause. Any such notice shall be deemed given on the date of receipt or refusal, as the case may be.

18. **QUIET ENJOYMENT.** The Town agrees that if Lessee pays the Rent and is not in default under this Lease, Lessee may peaceably and quietly have, hold, and enjoy the Premises for the term of this Lease.

19. **HOLD-OVER.** If Lessee continues to occupy the Premises with the Town's consent after the expiration of the Term, this Lease will continue on a monthly basis. In that case, either Lessee or the Town can send a notice to the other and cancel this Lease at any time. All the other terms of this Lease will still apply.

20. **INSURANCE.** Lessee shall maintain, at its sole costs and expense, at all times during the Term, the insurance coverages specified below. Insurance shall be written for not less than any limits of liability required by law or those set forth herein, whichever is greater, and the Town shall be named as an additional insured.

(A) Fire and extended coverage insurance covering the improvements and Lessee's personal property in the Premises.

(B) General liability insurance for personal injury, bodily injury (including wrongful death) and damage to property with a combined single limit of not less than _____ and No/100 Dollars (\$_____.00), per occurrence, _____ and No/100

Dollars (\$_____.00) annual aggregate insuring against any and all liability of the insured with respect to the maintenance, use or occupancy of the Premises. Required limits may be met through the combination of primary and umbrella liability insurance. All such insurance will be on a general liability form including without limitation, personal injury and contractual liability coverage for the performance by Lessee of the indemnity agreements set forth in this Lease. Such insurance shall include waiver of subrogation rights against the Town.

(C) All insurance required under this Section shall be issued by such good and reputable insurance companies qualified to do and doing business in the state in which the Premises is located and having a rating not less than A-vii as rated in the most current copy of Best's Insurance Report in the form customary to this locality.

Lessee hereby waives any rights it may have against the Town in connection with any of the damage occasioned to Lessee, of its property, the improvements or its contents, arising from covered causes of loss for which property insurance is carried or required to be carried pursuant to this Lease. Lessee, on behalf of its insurance companies insuring its property against any loss, hereby waives any right of subrogation that it may have against the Town. The Town, on behalf of its insurance companies insuring its property against any loss, hereby waives any right of subrogation that it may have against Lessee. Lessee's insurance shall include, at Lessee's expense, a waiver of subrogation clause or endorsement in favor of the Town. The Town's insurance shall include a waiver of subrogation clause or endorsement in favor of Lessee.

It is desired by the Town that no insurance be canceled or modified without thirty (30) days written notice by registered U.S. Mail to the Town in accordance with Section 17 of this Lease.

A Certificate of Insurance shall be delivered to the Town prior to commencement of this Lease and promptly upon insurance renewal.

21. **BINDING EFFECT.** This Lease shall be binding upon Lessee and the Town and their respective successors, heirs, executors and administrators.

22. **ENTIRE AGREEMENT.** This Lease sets forth the entire agreement between the parties with respect to the Premises, and no oral statements or representations or prior written matter not contained herein shall have any force and effect. This Lease may only be changed, modified or discharged by an agreement in writing executed by the parties hereto.

23. **APPLICABLE LAW.** This Lease shall be governed, interpreted, and construed in accordance with, and the rights of the parties shall be determined by, the laws of the State of Connecticut.

24. **BROKER.** Lessee represents that she has not had or dealt with any realtor, broker or agent in connection with the negotiation of this Lease, and Lessee shall pay and hold the Town harmless from any cost, expense or liability (including costs of suit and attorneys' fees) for any compensation, commission or charges claimed by any realtor, broker or agent with respect to this Lease and the negotiation hereof, other than a claim based upon any written agreement between such person and the Town. The Town represents that it has not entered into a written

agreement with any broker with respect to the leasing of the Premises and which is in effect this date.

25. MISCELLANEOUS

a. Each covenant and agreement in this Lease shall be construed to be a separate and independent covenant and agreement, and the breach of any such covenant or agreement by the Town shall not discharge or relieve Lessee from Lessee's obligations to perform every covenant and agreement of this Lease to be performed by Lessee. If any term or provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby. The use of the term "herein" shall mean "in this Lease" unless the context clearly indicates otherwise.

b. Any provision of this Lease which requires the Town not to unreasonably withhold its consent shall never be the basis for an award of damages or give rise to a right of setoff or termination to Lessee, but may be the basis for a declaratory judgment or specific injunction with respect to the matter in question.

c. Lessee shall look solely to the estate and interest of the Town, its successors and assigns, in the Premises for the collection of a judgment in the event of a default by the Town hereunder, and no other premises or assets of the Town shall be subject to levy, execution or other enforcement procedure for the satisfaction of Lessee's remedies.

d. The failure of a party to insist in any one (1) or more instances upon the strict performance of any one (1) or more of the agreements, terms, covenants, conditions or obligations of this Lease, or to exercise any right, remedy or election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one (1) or more obligations of this Lease or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission, whether of a similar nature or otherwise.

e. Obligations under this Lease which accrue during the Term shall survive the expiration of the Lease or sooner termination of the Lease Term, as same may be extended hereunder.

f. This Lease may be executed in several counterparts, all of which shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

[Signature Page Follows]

IN WITNESS WHEREOF, Town and Lessee have executed this Lease the day and year first above written.

TOWN OF AVON:

By: _____
Brandon Robertson
Town Manager

Date

LESSEE:

Carolann Baldwin, an individual

Date

SCHEDULE A

The Premises