

## LEASE / SUBLEASE AGREEMENT

THIS AGREEMENT is made as of July 19, 2018 (this "Agreement") by and between the TOWN OF WESTON, a municipal corporation within the State of Connecticut, (the "Town") and THE FRIENDS OF LACHAT, INC., a Connecticut non-stock corporation ("FOL").

WHEREAS, the Town and The Nature Conservancy, Inc., a District of Columbia non-stock corporation and successor-in-interest to The Nature Conservancy of Connecticut, Inc. (the "Conservancy"), are each the owners of a fifty percent undivided fee interest in two parcels of land totaling 42.671 acres situated in Weston, Connecticut (the "Juliana Lachat Preserve"); and

WHEREAS, the Town and the Conservancy are parties to a Town Lease dated April 2, 2012 and recorded in Volume 528 at Page 428 of the Weston Land Records (the "Town Lease"), whereby the Town leases from the Conservancy the Conservancy's interest in a portion of the Juliana Lachat Preserve consisting of approximately 19.01 acres as more particularly described therein (the "Town Property"); and

WHEREAS, the Town Property is improved with a two-story residential structure (the "Premises"); and

WHEREAS, FOL desires to lease the Town's fifty percent undivided fee interest in the Premises, and to sublease the Town's leasehold interest in the Premises upon the terms, covenants and conditions herein set forth.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Lease & Sublease. The Town hereby leases the Town's fifty percent undivided fee interest in the Premises to FOL, and the Town hereby subleases the Town's leasehold interest in the Premises to FOL, all for the term and upon the conditions hereinafter specified.

2. Term. The term of this Agreement ("Term") shall commence on the date hereof (the "Commencement Date") and shall terminate on December 31, 2022 (the "Expiration Date") unless the Term shall otherwise terminate or be extended pursuant to any of the terms or conditions of this Agreement or pursuant to law. Notwithstanding anything herein to the contrary, this Agreement shall terminate upon the expiration or earlier termination of the Town Lease.

3. Premises. The Premises shall include only those improvements consisting of the two-story residential structure, the Town specifically excepting therefrom all other improvements and the real property including, without limitation, the land adjacent to the two-story residential structure.

4. Permitted Use. FOL shall use the Premises only for those purposes specifically permitted pursuant to (i) those certain grants of Conservation Restrictions dated December 22,

1997, December 16, 1997, and October 29, 1999 and recorded on the land records of the Town at Volume 257, Page 53 and Volume 257, Page 63, and Volume 280, Page 872 and Volume 280, Page 863 as amended by those certain Amended and Restated Conservation Restrictions dated April 2, 2012 and recorded on the land records of the Town at Volume 528, Page 294, and Volume 528, Page 308, at Volume 528, Page 322, and at Volume 528, Page 281, (ii) the vesting deeds, and (iii) the Town Lease (each a “Permitted Use”).

5. Environmental Requirements. FOL shall, at FOL’s expense, keep and maintain the Premises in compliance with all local, state and federal environmental laws, ordinances and regulations, including without limitation §§ 22a-448 through 22a-457 of the Connecticut General Statutes, 42 U.S.C. §9601 et seq., 42 U.S.C. §6901 et seq., 49 U.S.C. §1801 et seq., 15 U.S.C. §2601 et seq., and the regulations promulgated thereunder, (all of the foregoing being referred to collectively as the “Environmental Laws”). During the Term, FOL shall permit no spills, discharges, or releases of any hazardous, radioactive or polluting substances, including without limitation any oil or petroleum products or any chemical liquids or solids (all of the foregoing being referred to collectively as “Hazardous Materials”). FOL shall indemnify, defend and hold the Town harmless from and against any claim, liability, cost, damage, expense, response or remedial action costs (including without limitation attorneys’ fees, and costs of investigation or audit), up to a maximum exposure of \$25,000, relating to: (i) the presence, use, or storage on or under the Premises, or any spill, discharge or release from the Premises of any Hazardous Materials accruing during the Term; and (ii) any failure of the Premises to comply with any applicable Environmental Law accruing during the Term. The foregoing indemnity shall survive the expiration or termination of this Agreement.

6. Legal Requirements. FOL, at its expense, shall comply with all laws, orders and regulations of federal, state and municipal authorities and with any direction of any public officer or officers, pursuant to law, which shall impose any violation, order or duty upon the Town or FOL with respect to the Premises or the use or occupancy thereof, including, without limitation, complying with the Americans With Disabilities Act (as amended from time to time and as may be superseded from time to time) and any Environmental Laws (collectively, the “Legal Requirements”). Without limiting the generality of the foregoing, FOL shall be exclusively responsible, at its sole cost and expense, for making the Premises fit and conform to all Legal Requirements for any use to which FOL puts the Premises whether or not such compliance shall require extraordinary or unforeseen repairs, replacements or additions, and whether or not the Premises currently comply with same.

7. Insurance Requirements. FOL, at its expense, shall comply with all rules, orders, regulations and requirements of the Board of Fire Underwriters or other similar body or authority having jurisdiction and all insurance policies affecting the Premises (collectively, the “Insurance Requirements”) and shall not do or permit anything to be done in or upon the Premises, or bring or keep anything therein, which is prohibited by any Insurance Requirements, or which would increase the rate of fire insurance applicable to the Premises over that in effect on the date hereof. FOL shall comply with the Legal Requirements and the Insurance Requirements, whether or not such compliance shall require extraordinary or unforeseen repairs, replacements or additions, and whether or not the Premises currently comply with same.

8. Net Lease / Sublease. Except as otherwise specified herein, all costs, expenses and obligations of every kind and nature relating to the Premises which may accrue or become due during the Term shall be paid by FOL, including, without limitation, all fuel oil, utilities, snowplowing, and other services consumed or otherwise utilized by FOL in its occupancy of the Premises. FOL shall indemnify, defend and hold the Town and the Conservancy harmless from and against the same and all costs and expenses incurred by the Town in connection with claims for the same, including reasonable attorney's fees. The foregoing indemnity shall survive the expiration or termination of this Agreement.

9. Condition. FOL accepts the Premises in their current as-is condition. No representations have been made to FOL concerning the condition of the Premises, nor have any promises to alter or improve the Premises (or to give any form of work allowance) been made by the Town or any party on behalf of the Town.

10. Ownership of Alterations. All alterations, improvements or additions made by the Town or FOL upon the Premises shall be the property of the Town and the Conservancy and shall remain and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Agreement, without compensation to FOL, unless the Town shall require FOL to remove same, in which event FOL shall remove same prior to the expiration or earlier termination of this Agreement and shall promptly repair any damage caused by such removal.

11. Alterations. FOL shall not make any alterations, installations or improvements in the Premises without the Town's prior written consent, which consent shall not be unreasonably withheld. The Town shall have the right to place reasonable conditions on its consent to any alterations, installations or improvements including, without limitation, delivery of insurance certificates, bonds, and permits.

12. Repair. FOL, at its expense, shall repair the Premises and every part thereof and maintain them in good order and condition.

13. Services and Utilities. FOL shall pay for all services, fuel oil and utilities consumed in, or in connection with the Premises including, without limitation, snowplowing. FOL shall contract directly with the service, fuel oil and utility providers for service to the Premises. The Town will make available to FOL such funds as it determines, in its sole discretion, may be available and appropriate for repairs and maintenance of the Premises from the Lachat Building Endowment and/or the Lachat Building Reserve Account.

14. Insurance.

(a) FOL shall, at its expense, secure and maintain commercial general liability insurance with combined single limit coverage (for personal injury, property damage or death arising out of any one (1) occurrence) of at least \$1,000,000.00 and \$2,000,000 in the aggregate, with a deductible not to exceed \$5,000.00, damage to rented property coverage of at least \$250,000, medical expense (any one person) coverage of at least \$10,000, sexual abuse and molestation coverage of at least \$1,000,000, and owned, non-owned and hired automobile liability insurance with a combined single limit of \$1,000,000, each naming the Town and the Conservancy as additional insureds under the policy pursuant to a CG 20 11

endorsement or a governmental agency endorsement CG 20 13 04 13. Tenant's insurance shall be primary and shall not contribute in any way with insurance carried by the additional insureds.

(b) FOL shall maintain special form property insurance covering all furniture, fixtures, equipment and other personalty within the Premises with full replacement value coverage naming the Town and the Conservancy as loss payees under the policy. FOL shall carry workers' compensation insurance in compliance with applicable federal and state laws and with no less than statutory limits (providing a waiver of subrogation in favor of the Town) and employer's liability insurance with limits of not less than \$1,000,000.00 per person or \$1,000,000.00 per accident or disease.

(c) All such policies of insurance shall be issued in a form acceptable to the Town by sound and reputable insurance companies with a general policyholder rating of not less than A- and a financial rating of Class VII as rated in the most currently available "Best's Insurance Reports" and qualified to do business in the state in which the Premises is located. FOL shall deliver to the Town duplicate certificates of such insurance prior to taking occupancy of the Premises and shall deliver new certificates at least thirty (30) days prior to the expiration of the existing coverage and within ten (10) days of demand delivered to FOL by the Town. In the event of termination or material change in coverage, FOL shall give the Town thirty (30) days' advance written notice. Such insurance shall insure FOL's contractual liability hereunder. Said coverage limit shall be increased if, in the Town's reasonable judgment, increased limits are required to protect the Town and FOL against claims covered thereby, but not more often than every three (3) years. If FOL shall voluntarily carry any liability insurance in an amount greater than required hereunder, such insurance shall comply with the requirements of this Section. In the event FOL fails to procure, maintain or pay for any policy of insurance required herein at the times and for the duration specified, or fails to timely deliver a certificate of insurance as required above, the Town shall have the right, but not the obligation, upon ten (10) days' written notice to FOL, to procure any required policy of insurance and/or pay the premiums therefor, in which event FOL shall repay the Town immediately upon demand all sums so paid together with any costs or expenses incurred, without prejudice to any other rights or remedies of the Town under this Agreement.

(d) The Town and FOL hereby waive all rights to recover against each other for any loss or damage covered by any property insurance required under this Agreement, or otherwise actually carried by each of them. The Town and FOL shall diligently attempt to cause their respective insurers to issue appropriate waiver of subrogation endorsements to all policies and insurance carried in connection with the Premises or the contents of either of them. If there shall be any additional premium charged for the issuance of a waiver of subrogation, the insured party shall pay same, so long as the additional premium is commercially reasonable. Anything in this Agreement to the contrary notwithstanding, the Town and FOL shall look first to the proceeds of their respective insurance policies before proceeding against each other in connection with any claim relating to any matter covered by this Agreement.

15. Subordination. This Agreement is and shall be subject and subordinate to (i) those certain grants of Conservation Restrictions dated December 22, 1997, December 16, 1997, and October 29, 1999 and recorded on the land records of the Town at Volume 257, Page 53 and Volume 257, Page 63, and Volume 280, Page 872 and Volume 280, Page 863 as amended by

those certain Amended and Restated Conservation Restrictions dated April 2, 2012 and recorded on the land records of the Town at Volume 528, Page 294, and Volume 528, Page 308, at Volume 528, Page 322, and at Volume 528, Page 281, (ii) the vesting deeds, and (iii) the Town Lease, and to any and all present and future extensions, modifications, renewals, replacements and amendments thereof.

16. Casualty. The Town and the Conservancy shall not be liable for any damage to, or be required (under any provision of this Agreement or otherwise) to repair, restore or replace the Premises or any property in the Premises in connection with any casualty or wear and tear. Without limiting the generality of the foregoing, the Town and the Conservancy shall not be liable to FOL for damage arising from rain or snow or from the bursting, overflowing or leakage of water, steam or gas pipes or defect in the plumbing or electrical systems of the Premises or from any act or neglect.

17. Assignment / Sublease. FOL may assign its rights under this Agreement or to sublease all or substantially all of the Premises in the aggregate to one or more individuals for the Permitted Use, provided that FOL shall first give written notice to the Town of the proposed transaction which notice shall include (i) the name and address of the proposed transferee, (ii) the proposed effective date of the transaction, which shall be no less than forty-five (45) days nor more than 180 days after the date of delivery of FOL's notice, (iii) all of the terms of the proposed transaction and the consideration therefor, (iv) a copy of all existing and/or proposed documentation pertaining to the proposed transfer, and (v) such other information as the Town may reasonably require. The Town shall have the right, by notice to FOL within thirty (30) days after receipt of FOL's notice, to terminate this Agreement. If the Town elects not to so terminate this Agreement, then the Town shall be deemed to have consented to the proposed subletting or assignment. FOL shall pay to the Town, within ten (10) days after receipt of payments from a subtenant or assignee, any consideration of any type received by FOL from the subtenant or assignee.

18. Self-Help; Fees and Expenses. If FOL shall default in the observance or performance of any term or covenant of this Agreement, the Town may, after ten (10) days' notice to FOL to cure the default and failure of FOL to cure the same within such period, or at any time thereafter without notice in event of emergency, perform the same for the account of FOL. If the Town makes any expenditures or incurs any obligations in connection with a default by FOL, including, but not limited to, reasonable attorneys' fees, in instituting, prosecuting or defending any action or proceeding against FOL, such sums paid or obligations incurred, with interest (as provided below) and costs, shall be deemed to be Additional Rent hereunder and shall be paid by FOL to the Town within ten (10) days of rendition of any bill or statement to FOL hereunder.

19. No Representations by the Town; Indemnity.

(a) The Town and the Town's agents and the Conservancy and the Conservancy's agents have made no representations or promises with respect to the Premises or the property on which the Premises are situated, including the uses permitted under applicable law, except for representations herein expressly set forth.

(b) Except as otherwise herein specified, neither the Town nor the Conservancy, nor any employee, agent or contractor of the Town or the Conservancy, shall be liable to FOL or FOL's subtenants, employees, agents, or invitees, (i) for any damage to or loss of any property of FOL or such other person, irrespective of the cause of such damage or loss; or (ii) for any personal injury to FOL or such other person from any cause.

(c) Subject to subsection 14(d) herein, FOL shall defend, indemnify and hold harmless the Town and the Conservancy, its employees, agents and contractors against and from all liabilities, including reasonable attorneys' fees, which may be imposed upon or incurred by or asserted against the Town and the Conservancy or such other persons by reason of any of the following occurring during the Term or prior thereto when FOL has been given access to the Premises: (i) any work or thing done in the Premises by or at the request of FOL or any of FOL's representatives; (ii) any negligence or wrongful act or omission of FOL or any of FOL's representatives; (iii) any accident, injury, loss or damage to any person or property occurring in or about the Premises; and (iv) any failure on the part of FOL or any of FOL's representatives to comply with any of the terms of this Agreement. The foregoing indemnity shall survive the expiration or termination of this Agreement.

20. Quiet Enjoyment; Control of Premises. Upon FOL observing and performing all the terms, covenants and conditions on FOL's part to be observed and performed, FOL may peaceably and quietly enjoy the Premises hereby demised, free from any interference, molestation or acts of the Town or of anyone claiming by, through or under the Town, subject, nevertheless, to the terms and conditions of this Agreement.

21. Default. If (i) FOL fails to procure or maintain policies of insurance as required pursuant to Section 14, above, (ii) FOL fails to pay and release of record, or diligently contest and bond over, any mechanic's or construction lien filed against the Premises for any work performed, materials furnished, or obligation incurred by or at the request of FOL; (iii) FOL defaults in fulfilling any other covenant of this Agreement, specifically including a violation of the Amended and Restated Conservation Restrictions referenced in Paragraph 4, above, and FOL fails to remedy such default within fifteen (15) days after notice by the Town to FOL specifying the nature of such default (or if the said default cannot be completely cured or remedied within said fifteen (15) day period and FOL shall not have diligently commenced curing such default within such fifteen (15) day period and shall not thereafter diligently remedy or cure such default), then the Town or the Conservancy may, by notice to FOL, cancel this Agreement, and this Agreement and the Term hereunder shall end and expire as fully and completely as if the date of cancellation were the day herein definitely fixed for the end and expiration of this Agreement and the Term hereof. FOL shall then quit and surrender the Premises to the Town. If (x) a default occurs and/or a notice provided for above shall have been given and the Term shall expire as aforesaid, or (y) any execution shall be issued against FOL or any of FOL's property, whereupon the Premises shall be taken or occupied or attempted to be taken or occupied by someone other than FOL, then and in any of such events, the Town may, without notice, re-enter the Premises, and dispossess FOL, and the legal representative of FOL or other occupant of the Premises, by summary proceedings or otherwise, and remove their effects and hold the Premises as if this Agreement had not been made.

22. Driveway and Parking. FOL shall have the non-exclusive right to use the driveways and parking lots situated on the Town Property from time to time subject to such reasonable rules and regulations as the Town may impose.

23. Extension Terms. FOL shall have three (3) options to extend the Term for an additional period of four (4) years each (each, an “Extension Term”) upon all of the terms and conditions of this Agreement, FOL’s options may be exercised only by notice of exercise given by FOL to the Town at least twelve (12) months prior to the expiration of the then current Term.

24. Entry. The Town and the Conservancy reserves the right to have its employees and agents enter the Premises at any reasonable time (and at any time in case of emergency) in order to inspect the Premises and/or effect necessary repairs and replacements. Such agents may bring necessary tools and equipment with them and may store the same within the Premises.

25. Early Termination. FOL may terminate this Agreement, with or without cause, upon no fewer than ninety (90) days’ written notice to the Town. The Town may terminate this Agreement, with or without cause, upon no fewer than ninety (90) days’ written notice to FOL by an affirmative vote of the Board of Selectmen following a public hearing.

26. Signs. Subject to prior written consent from the Town and all Legal Requirements, FOL may erect or install permanent signs, which shall be removed by FOL at the expiration of this Agreement. As a condition of agreement between the Town, the Conservancy and Leon F. Lachat, the signage on the property must designate the property as “The Juliana Lachat Preserve” of the Town of Weston and The Nature Conservancy.

27. Surrender. At the expiration or earlier termination of the Term, FOL will peacefully yield up to the Town the Premises, broom clean, in as good order and repair as when delivered to FOL, damage by fire, casualty and ordinary wear and tear excepted, and with FOL’s property removed. Any property left by FOL or its agents, subtenants, employees or invitees in the Premises shall be deemed abandoned by FOL and may be disposed of by the Town at FOL’s expense.

28. Notices. Any notice, request, instruction or other document to be given under this Agreement shall be in writing and delivered personally, by a national reputable overnight mail carrier, or sent by registered mail or certified mail, postage prepaid, to the following addresses:

If to FOL:

The Friends of Lachat, Inc.  
c/o Carol Baldwin  
31 Fanton Hill Road  
Weston, CT 06883

If to the Town:

Office of the First Selectman  
Town of Weston

56 Norfield Road  
Weston, CT 06883

With a copy to:

Town Administrator  
Town of Weston  
56 Norfield Road  
Weston, CT 06883

or to such other address or addresses as the parties may specify by notice given in accordance with this paragraph. Notices shall be deemed given upon receipt or at the time of delivery or delivery is refused.

29. Severability. If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstances is held invalid, the remainder of the Agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

30. Non-Waiver. Should one or more covenants or conditions be waived by the Town, such waiver shall not be deemed to waive or render unnecessary the consent or approval of the Town to or of any subsequent similar act by the Town.

31. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Connecticut, without regard to principles of conflicts of law. Each of the parties submits to the exclusive jurisdiction of any state or federal court sitting in Fairfield County, Connecticut in any action or proceeding arising out of or relating to this Agreement. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any party with respect thereto.

32. Jury Trial Waiver. THE PARTIES HERETO WAIVE A TRIAL BY JURY ON ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS LEASE OR ANY OF ITS PROVISIONS, ANY NEGOTIATIONS IN CONNECTION THEREWITH, OR THE USE OR OCCUPANCY OF THE PREMISES.

33. Consents; Relationship of the Parties. Any provision of this Agreement which requires the Town not to unreasonably withhold its consent shall never be the basis for an award of damages but may be the basis for a declaratory judgment or specific injunction with respect to the matter in question. Nothing herein contained shall be construed as creating any relationship between the parties and the Conservancy other than the relationship of landlord and tenant or cause either party to be responsible in any way for the acts, debts or obligations of the other.

34. Interpretation. The Town and FOL each acknowledge each to the other that both they and their counsel have reviewed and revised this Agreement and that the normal rule of



construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

35. Authority. FOL represents that FOL has full power, authority and legal right to execute, deliver and perform its obligations pursuant to this Agreement, that the execution, delivery and performance of this Agreement has been duly authorized, that the person executing this Agreement on FOL's behalf has authority to do so, and that this Agreement, once executed by FOL, constitutes the valid and binding obligation of FOL, enforceable in accordance with its terms.

36. Entire Agreement. This is the entire agreement of the parties relating to the subject matter herein and may not be amended except by the written consent of the parties.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the year and day first above written.

THE TOWN OF WESTON

By: \_\_\_\_\_  
Name: Christopher Spaulding  
Its: First Selectman

THE FRIENDS OF LACHAT, INC.

By: \_\_\_\_\_  
Name:  
Its:

By its signature below, The Nature Conservancy, Inc. consents to the above Agreement as of the year and day first above written.

THE NATURE CONSERVANCY, INC.

By: \_\_\_\_\_  
Name:  
Its: