



Town of Glastonbury

Community Development

TO: Town Plan & Zoning Commission

FROM: Shelley Caltagirone, Director of Community Development

DATE: December 8, 2023

RE: **Agenda Items Nos. 4, 5 & 6**
Town Property Leases: 297 Matson Hill Road and 2400 Main Street

Please see the attached memos from the Town Manager requesting reports from the Town Plan and Zoning Commission on the proposed leasing of the following Town-owned properties:

1. 297 Matson Hill Rd (former Rose's Berry Farm) to be leased to Little Acres Farm Market LLC for up to fifteen years and to BHO Enterprises LLC d/b/a Belltown Hill Orchards for up to fifteen years
2. 2400 Main Street to extend the existing ground lease with the Historical Society of Glastonbury for siting of the Welles Tavern. The Welles Tavern building is rented by the Historical Society to the Glastonbury Chamber of Commerce and the River Bend Bookshop.

Per CGS Section 8-24, no municipal agency or legislative body shall lease any municipally owned property or public building until the proposal to take such action has been referred to the commission for a report. If the commission supports the leasing of these properties, it may approve the following motions:

DRAFT MOTIONS:

Item No. 4

MOVED, that the Town Plan and Zoning Commission of the Town of Glastonbury recommends to the Town Council the leasing of 17± acres at 297 Matson Hill Road for up to fifteen years to Little Acres Farm Market LLC, as described in reports by the Town Manager dated December 1 and December 8, 2023. Municipal leasing of this parcel is fully consistent with policies established in the 2018 – 2028 Plan of Conservation and Development pertaining to protection of large tracts of land, protection of agricultural land, and specific reference to leasing agreements with local farmers.

Item No. 5

MOVED, that the Town Plan and Zoning Commission of the Town of Glastonbury recommends to the Town Council the leasing of 6± acres at 297 Matson Hill Road for up to fifteen years to BHO Enterprises LLC d/b/a Belltown Hill Orchards, as described in reports by the Town Manager dated December 1 and December 8, 2023. Municipal leasing of this parcel is fully consistent with policies established in the 2018 – 2028 Plan of Conservation and Development pertaining to protection of large tracts of land, protection of agricultural land, and specific reference to leasing agreements with local farmers.

Item No. 6

MOVED, that the Town Plan and Zoning Commission of the Town of Glastonbury recommends to the Town Council the extension of the lease of 2400 Main Street to the Historical Society of Glastonbury for siting of the Welles Tavern, as described in a report by the Town Manager dated December 8, 2023. Municipal leasing of this parcel is fully consistent with policies established in the 2018 – 2028 Plan of Conservation and Development pertaining to protection and adaptive reuse of historic buildings, the preservation of streetscapes in mixed-use areas, and the support of small business ventures.

Attachments:

Memo from Town Manager, dated December 8, 2023, regarding 297 Matson Hill Road

Memo from Town Manager, dated December 8, 2023, regarding 2400 Main Street



Town of Glastonbury

TOWN MANAGER'S OFFICE • (860) 652-7500 • Jonathan.Luiz@glastonbury-ct.gov

MEMORANDUM

To: Shelley Caltagirone, Director of Community Development

From: Jonathan Luiz, Town Manager

Date: December 8, 2023

Re: **Town Council Action – Referral to Town Plan and Zoning Commission per CGS Section 8-24
Farmland Ground Leases – 297 Matson Hill Road**

At its meeting held on Tuesday, December 5, 2023, the Town Council referred two proposed ground leases at 297 Matson Hill Road (former Rose's Berry Farm) to the Town Plan and Zoning Commission for a report per Connecticut General Statutes Section 8-24. Below are the two motions.

"BE IT RESOLVED, that the Glastonbury Town Council hereby refers to the Town Planning and Zoning Commission for a report per CGS Section 8-24, a proposed lease of 17± acres at 297 Matson Hill Road for up to fifteen years to Littel Acres Farm Market LLC, as described in a report by the Town Manager dated December 1, 2023."

"BE IT RESOLVED, that the Glastonbury Town Council hereby refers to the Town Planning and Zoning Commission for a report per CGS Section 8-24, a proposed lease of 6.0± acres at 297 Matson Hill Road for up to fifteen years to BHO Enterprises LLC d/b/a Belltown Hill Orchards, as described in a report by the Town Manager dated December 1, 2023."

Attached are existing leases that the Town has in place with Littel Acres Farm Market LLC and BHO Enterprises LLC d/b/a Belltown Hill Orchards. Both leases expire December 31, 2023. It is anticipated that the terms and conditions of the new leases would be substantially similar to the existing leases with the exception of lease terms and financial terms. The new term, which is still being negotiated, would be no greater than 15 years. Financial terms are also being negotiated. The Town Attorney has advised that financial terms would not factor into an 8-24 decision.

Please do your best to schedule this matter for the Commission's next meeting.

JL/sal
Attachments

FARM LAND GROUND LEASE

THIS FARM LAND GROUND LEASE, (hereinafter referred to as the "Lease") made and entered into on the date hereinafter set forth by and between the TOWN OF GLASTONBURY, a municipal corporation having its boundaries within the County of Hartford and State of Connecticut (hereinafter the "Lessor"), and LITTEL ACRES FARM MARKET LLC, a Connecticut Limited Liability Company having a business address of 121 Belltown Road, South Glastonbury, CT 06073 (hereinafter the "Lessee"). Lessor and Lessee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

That for and in consideration of the rents, covenants, and agreements hereinafter reserved and contained, the Lessor and Lessee hereby agree as follows:

1. Demise of Premises

Lessor does hereby demise and lease to the Lessee, and the Lessee does hereby lease and hire from the Lessor the premises constituting the portion of 297 Matson Hill Road that is located west of the pond, including all buildings, more particularly described on Schedule A attached hereto and made a part hereof (hereinafter referred to as the "Leased Premises").

2. Title and Condition

Lessor warrants to the Lessee that it is well seized and possessed of the Leased Premises and has a good and lawful right to enter into this Lease. The Lessor also covenants with the Lessee that the Lessee, upon paying the rent in the manner specified and performing the conditions, covenants, and agreements herein contained, shall be entitled to use and enjoy the Leased Premises for the Term described in Paragraph 4.

3. Use and Occupancy of Premises

Lessee may use and occupy the Leased Premises for agricultural purposes only. More specifically:

Lessee shall maintain the Leased Premises as a pick-your-own fruit operation, between the approximate dates of June 19th and November 1st. Lessee shall have use of all structures on the Leased Premises with the sole exclusion being that the brown barn will be available starting July 1st. The existing mobile home on the Leased Premises will be used to house seasonal workers between the above dates only. Additionally, the existing greenhouses will be used to grow tomatoes for sale; as well as flowers to be used for beautification purposes on the Leased Premises only and for sale. Hours of operations shall be 8:00 am to 4 pm daily. Existing lighting will be utilized from dawn to dusk. Noise shall be kept to a minimum and in compliance with all applicable requirements. Signs shall be placed and Lessee personnel shall be used to direct foot and vehicle traffic as needed, or as requested by Lessor.

Lessee agrees that it shall permit the Lessor to enter the Leased Premises at any reasonable time for inspection for any purpose including, but not limited to, the conducting soil tests and to the making of surveys to ensure compliance with the terms hereof, erosion control requirements, environmental regulations and any grazing requirements.

4. Term

The "Term" of this Lease shall begin upon the execution hereof (the "Execution Date") and shall end on December 31, 2023; unless sooner terminated pursuant to the provisions hereof.

Notwithstanding any other provision of this lease, Lessor shall have the right to terminate this Lease at any time for its sole convenience upon thirty (30) days prior written notice to Lessee without any liability therefore. Notwithstanding this right, Lessor will attempt to accommodate Lessee, if possible, in the harvest of any growing crop.

Lessee shall vacate the Leased Premises upon the expiration or prior termination of the Term unless the Lessor and Lessee renew this Lease, execute a new lease concerning the Leased Premises or otherwise agree in writing to an extension of the Term.

Should the Lessor and Lessee mutually agree to renew this Lease, execute a new lease concerning the Leased Premises or agree in writing to an extension of the Term, an adjustment to Rent shall be made for the mutually agreed renewal period or extension. Such adjustment shall be made based on the fair market rent of the Leased Premises.

5. Rent

Rent (the "Rent") for the Term shall be ONE DOLLAR (\$1.00); payable in advance or no later than the Execution Date; in cash or by check payable to Lessor's order.

At the time that the Rent is paid, Lessee shall furnish to Lessor:

- a.) A plan showing how the Lessee will control erosion with respect to the Leased Premises and conform to inland wetland regulations.
- b.) A statement indicating which pesticides, herbicides and/or fertilizers will be used and how often. This statement must be approved in writing by the Conservation Officer of the Town of Glastonbury before the Lessee may apply any such materials to the Leased Premises.

6. Taxes and Utilities

Effective July 1st, the Lessee shall be responsible for any costs, charges and expenses associated with utilities serving the Leased Premises.

7. Compliance with Law

Lessee shall, during the term hereof, comply with and shall cause the Leased Premises to comply with all local, state and federal laws and regulations and restrictions.

8. Liens

Unless otherwise provided herein, Lessee shall keep the leasehold estate free and clear of liens and encumbrances.

9. Termination

This Lease may be terminated at any time by mutual consent of the Lessor and Lessee.

10. Condemnation

If all or a part of the Leased Premises are taken by any condemning authority under the power of eminent domain or otherwise or by any purchase or other acquisition in lieu of eminent domain or otherwise, the Lease shall terminate as of the date when title to the Leased Premises is acquired by the condemning authority.

If the Lease is so terminated pursuant to this Paragraph, Lessee shall not be entitled to any damages or compensation of any kind whatsoever which may occur as a result of said taking.

11. Indemnity and Insurance

The Lessee shall indemnify, defend and hold harmless the Lessor, its agents, officers and employees from and against any and all liability (statutory or otherwise), claims, suits, demands judgments, costs, interest and expenses (including, but not limited to, attorneys' fees and disbursements) arising from any injury to, or death of, any person or persons or damage to property (including loss of use thereof) related to (a) the Lessee's use of the Leased Premises or conduct of business therein including any damage caused by livestock put upon the Leased Premises, (b) any work or thing whatsoever done, or any condition created (other than by the Lessor, its employees, agents or contractors) by or on behalf of the Lessee in or about the Leased Premises, including during the period of time, if any, prior to the Term, that the Lessee may have been given access to the Leased Premises for the purpose of doing any work or cultivation, (c) any condition of the premises due to or resulting from any default by the Lessee in the performance of the Lessee's obligations under this Lease, or (d) any act, omission or negligence of the Lessee or its agents, contractors, employees, subtenants, licensees or invitees. The Lessee shall name the **Lessor and its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Lessee's Commercial General Liability and Automobile Liability policies.

In case any action or proceeding is brought against the Lessor by reason of anyone or more thereof, the Lessee shall pay all costs, attorneys' fees, expenses and liabilities resulting therefrom and shall resist such action or proceeding if Lessor shall so request, at the Lessee's expense, by counsel reasonably satisfactory to the Lessor.

Lessee shall, at Lessee's expense, obtain and keep in force at all times during the term of this Lease, the following insurance coverage with an insurance carrier that is approved by the State of Connecticut with a minimum (A-) Best rating acceptable to Lessor:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$500,000 each accident/\$500,000 disease-policy limit/\$500,000 disease each employee
- A Waiver of Subrogation shall be provided

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage:
Per Accident \$1,000,000
- A Waiver of Subrogation shall be provided

Coverage should insure the Lessor and Lessee against any liability arising out of the use, occupancy or maintenance of the Leased Premises. The limit of said insurance shall not, however, limit the liability of Lessee hereunder.

Lessee may carry such insurance under a blanket policy provided an endorsement naming Lessor as an additional insured is attached thereto.

Certificates of insurance acceptable to the Lessor shall be delivered to the Lessor within ten (10) days of the execution of this Lease. Such certificates and the insurance policies required hereunder shall contain a provision that coverage afforded under the policies will not be cancelled, allowed to expire, or be subject to a reduction of coverage until at least thirty (30) days prior written notice has been given to the Lessor. Such certificates shall also state that Lessor shall be given thirty (30) days' notice of cancellation of any coverage(s) hereinabove.

12. **Sub-letting: Successors and Assigns**

Lessee may not sublet the Leased Premises or mortgage, sell, assign or transfer his rights pursuant to this Lease, without the written consent of Lessor.

13. **Conditions of Default**

- a. Any of the following occurrences or acts shall constitute an Event of Default:
- 1) Failure to make any rental payment when due.
 - 2) Failure to keep and perform any of Lessee's other agreements or obligations hereunder, if such failure shall have continued for fifteen (15) days after written notice by Lessor to Lessee specifying the nature of the default and demanding cure.
- b. Upon the occurrence of an Event of Default, and during the continuation thereof, Lessor may, at its option, either;
- 1) Proceed by appropriate legal proceedings to enforce performance of the applicable provisions of this Lease or to recover damages for the breach thereof;
or
 - 2) Give Lessee written notice of Lessor's intention to terminate this Lease on a date so specified, which shall be not less than fifteen (15) days after the giving of such written notice, and upon the date so specified the Lease shall terminate and all rights of Lessee shall expire, unless before such date all arrearages shall have been fully paid and all other defaults shall have been fully cured. Lessee agrees to vacate the Leased Premises within said fifteen (15) day period.
- c. In the event of the termination as set forth above, Lessor may re-enter and take possession of the Leased Premises and may re-let the same upon such terms as it deems advisable. No termination of this Lease and no re-entry by Lessor shall prevent Lessor from recovering damages for Lessee's breach. No re-entry by Lessor shall be considered a termination of the Lease unless written notice of such intention shall have been given to Lessee.

14. **Fences, Crops and Trees**

The Lessee agrees that he shall construct and maintain any necessary fences and maintain any existing fences within or adjacent to the Leased Premises.

All crops produced by Lessee on the Leased Premises shall be the property of the Lessee.

The Lessee agrees not to cut or remove any existing trees on the Leased Premises without the written consent of the Lessor.

15. **Notice and Demands**

All notices or demands required or permitted hereunder or under any statute shall be in writing and hand delivered or sent postage prepaid, by certified mail to:

Lessor:

Town of Glastonbury
2155 Main Street
Glastonbury, CT 06033
Attn: Town Manager

Lessee:

Littel Acres Farm Market LLC
121 Belltown Road
South Glastonbury, CT 06073
Attn: Michael Drashi

Or at such address as the parties hereto shall designate in writing in manner above provided.

16. **Surrender**

Lessee agrees to surrender possession of the Leased Premises to Lessor at the termination of this Lease.

17. **Miscellaneous**

The paragraph headings contained in this Lease are for reference purposes only and shall not control or affect its scope of interpretation in any respect. This Lease and its interpretation shall be governed by the laws of the State of Connecticut. The rights and obligations of the parties hereto shall inure to the benefit of, and be binding upon, the respective heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Lease this 26th day of June, 2023.

Signed, sealed and delivered in the presence of:

WITNESS:

Susan A. Laurier
Susan A. Laurier

Shannon P. Ozat
Shannon P. Ozat

WITNESS:

Susan A. Laurier
Susan A. Laurier

Shannon P. Ozat
Shannon P. Ozat

LESSOR:
TOWN OF GLASTONBURY

By: Jonathan Luiz
Jonathan Luiz
Town Manager

LESSEE:

By: Michael Draghi
Michael Draghi
Littel Acres Farm Market LLC

FARM LAND GROUND LEASE

THIS FARM LAND GROUND LEASE, (hereinafter referred to as the "Lease") made and entered into on the date hereinafter set forth by and between the TOWN OF GLASTONBURY, a municipal corporation having its boundaries within the County of Hartford and State of Connecticut (hereinafter the "Lessor"), and BHO ENTERPRISES LLC, a Connecticut Limited Liability Company having a business address of 475 Matson Hill Road, South Glastonbury, CT 06073 (hereinafter the "Lessee"). Lessor and Lessee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

That for and in consideration of the rents, covenants, and agreements hereinafter reserved and contained, the Lessor and Lessee hereby agree as follows:

1. Demise of Premises

Lessor does hereby demise and lease to the Lessee, and the Lessee does hereby lease and hire from the Lessor the premises constituting a portion of 297 Matson Hill Road consisting of approximately six acres and more particularly described on Schedule A attached hereto and made a part hereof (hereinafter referred to as the "Leased Premises").

2. Title and Condition

Lessor warrants to the Lessee that it is well seized and possessed of the Leased Premises and has a good and lawful right to enter into this Lease. The Lessor also covenants with the Lessee that the Lessee, upon paying the rent in the manner specified and performing the conditions, covenants, and agreements herein contained, shall be entitled to use and enjoy the Leased Premises for the Term described in Paragraph 4.

3. Use and Occupancy of Premises

Lessee may use and occupy the Leased Premises for agricultural purposes only. More specifically:

Lessee shall maintain the Leased Premises for the purposes of growing crops, berries, vegetables, other fruits and Christmas trees, with additional access to irrigation water in the pond. Hours of operations shall be those customary for such businesses; provided however that Lessee shall not start operations prior to sunrise nor continue operations past sunset daily. Existing lighting will be utilized from dawn to dusk. Noise shall be kept to a minimum and in compliance with all applicable requirements. Signs shall be placed and Lessee personnel shall be used to direct foot and vehicle traffic as needed, or as requested by Lessor.

Lessee agrees that it shall permit the Lessor to enter the Leased Premises at any reasonable time for inspection for any purpose including, but not limited to, the conducting soil tests and to the

making of surveys to ensure compliance with the terms hereof, erosion control requirements, environmental regulations and any grazing requirements.

4. **Term**

The "Term" of this Lease shall begin upon the execution hereof (the "Execution Date") and shall end on December 31, 2023; unless sooner terminated pursuant to the provisions hereof.

Notwithstanding any other provision of this lease, Lessor shall have the right to terminate this Lease at any time for its sole convenience upon thirty (30) days prior written notice to Lessee without any liability therefore. Notwithstanding this right, Lessor will attempt to accommodate Lessee, if possible, in the harvest of any growing crop.

Lessee shall vacate the Leased Premises upon the expiration or prior termination of the Term unless the Lessor and Lessee renew this Lease, execute a new lease concerning the Leased Premises or otherwise agree in writing to an extension of the Term.

Should the Lessor and Lessee mutually agree to renew this Lease, execute a new lease concerning the Leased Premises or agree in writing to an extension of the Term, an adjustment to Rent shall be made for the mutually agreed renewal period or extension. Such adjustment shall be made based on the fair market rent of the Leased Premises.

5. **Rent**

Rent (the "Rent") for the Term shall be ONE DOLLAR (\$1.00); payable in advance or no later than the Execution Date; in cash or by check payable to Lessor's order.

At the time that the Rent is paid, Lessee shall furnish to Lessor:

- a.) A plan showing how the Lessee will control erosion with respect to the Leased Premises and conform to inland wetland regulations.
- b.) A statement indicating which pesticides, herbicides and/or fertilizers will be used and how often. This statement must be approved in writing by the Conservation Officer of the Town of Glastonbury before the Lessee may apply any such materials to the Leased Premises.

6. **Taxes and Utilities**

Lessee shall be responsible for any costs, charges and expenses associated with utilities serving the Leased Premises.

7. **Compliance with Law**

Lessee shall, during the term hereof, comply with and shall cause the Leased Premises to comply with all local, state and federal laws and regulations and restrictions.

8. Liens

Unless otherwise provided herein, Lessee shall keep the leasehold estate free and clear of liens and encumbrances.

9. Termination

This Lease may be terminated at any time by mutual consent of the Lessor and Lessee.

10. Condemnation

If all or a part of the Leased Premises are taken by any condemning authority under the power of eminent domain or otherwise or by any purchase or other acquisition in lieu of eminent domain or otherwise, the Lease shall terminate as of the date when title to the Leased Premises is acquired by the condemning authority.

If the Lease is so terminated pursuant to this Paragraph, Lessee shall not be entitled to any damages or compensation of any kind whatsoever which may occur as a result of said taking.

11. Indemnity and Insurance

The Lessee shall indemnify, defend and hold harmless the Lessor, its agents, officers and employees from and against any and all liability (statutory or otherwise), claims, suits, demands judgments, costs, interest and expenses (including, but not limited to, attorneys' fees and disbursements) arising from any injury to, or death of, any person or persons or damage to property (including loss of use thereof) related to (a) the Lessee's use of the Leased Premises or conduct of business therein including any damage caused by livestock put upon the Leased Premises, (b) any work or thing whatsoever done, or any condition created (other than by the Lessor, its employees, agents or contractors) by or on behalf of the Lessee in or about the Leased Premises, including during the period of time, if any, prior to the Term, that the Lessee may have been given access to the Leased Premises for the purpose of doing any work or cultivation, (c) any condition of the premises due to or resulting from any default by the Lessee in the performance of the Lessee's obligations under this Lease, or (d) any act, omission or negligence of the Lessee or its agents, contractors, employees, subtenants, licensees or invitees. The Lessee shall name the **Lessor and its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Lessee's Commercial General Liability and Automobile Liability policies.

In case any action or proceeding is brought against the Lessor by reason of anyone or more thereof, the Lessee shall pay all costs, attorneys' fees, expenses and liabilities resulting therefrom and shall resist such action or proceeding if Lessor shall so request, at the Lessee's expense, by counsel reasonably satisfactory to the Lessor.

Lessee shall, at Lessee's expense, obtain and keep in force at all times during the term of this Lease, the following insurance coverage with an insurance carrier that is approved by the State of Connecticut with a minimum (A-) Best rating acceptable to Lessor:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$500,000 each accident/\$500,000 disease-policy limit/\$500,000 disease each employee
- A Waiver of Subrogation shall be provided

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage:
Per Accident \$1,000,000
- A Waiver of Subrogation shall be provided

Coverage should insure the Lessor and Lessee against any liability arising out of the use, occupancy or maintenance of the Leased Premises. The limit of said insurance shall not, however, limit the liability of Lessee hereunder.

Lessee may carry such insurance under a blanket policy provided an endorsement naming Lessor as an additional insured is attached thereto.

Certificates of insurance acceptable to the Lessor shall be delivered to the Lessor within ten (10) days of the execution of this Lease. Such certificates and the insurance policies required hereunder shall contain a provision that coverage afforded under the policies will not be cancelled, allowed to expire, or be subject to a reduction of coverage until at least thirty (30) days prior written notice has been given to the Lessor. Such certificates shall also state that Lessor shall be given thirty (30 days' notice of cancellation of any coverage(s) hereinabove.

12. Sub-letting: Successors and Assigns

Lessee may not sublet the Leased Premises or mortgage, sell, assign or transfer his rights pursuant to this Lease, without the written consent of Lessor.

13. **Conditions of Default**

- a. Any of the following occurrences or acts shall constitute an Event of Default:
- 1) Failure to make any rental payment when due.
 - 2) Failure to keep and perform any of Lessee's other agreements or obligations hereunder, if such failure shall have continued for fifteen (15) days after written notice by Lessor to Lessee specifying the nature of the default and demanding cure.
- b. Upon the occurrence of an Event of Default, and during the continuation thereof, Lessor may, at its option, either;
- 1) Proceed by appropriate legal proceedings to enforce performance of the applicable provisions of this Lease or to recover damages for the breach thereof;
or
 - 2) Give Lessee written notice of Lessor's intention to terminate this Lease on a date so specified, which shall be not less than fifteen (15) days after the giving of such written notice, and upon the date so specified the Lease shall terminate and all rights of Lessee shall expire, unless before such date all arrearages shall have been fully paid and all other defaults shall have been fully cured. Lessee agrees to vacate the Leased Premises within said fifteen (15) day period.
- c. In the event of the termination as set forth above, Lessor may re-enter and take possession of the Leased Premises and may re-let the same upon such terms as it deems advisable. No termination of this Lease and no re-entry by Lessor shall prevent Lessor from recovering damages for Lessee's breach. No re-entry by Lessor shall be considered a termination of the Lease unless written notice of such intention shall have been given to Lessee.

14. **Fences, Crops and Trees**

The Lessee agrees that he shall construct and maintain any necessary fences and maintain any existing fences within or adjacent to the Leased Premises.

All crops produced by Lessee on the Leased Premises shall be the property of the Lessee.

The Lessee agrees not to cut or remove any existing trees on the Leased Premises without the written consent of the Lessor.

15. **Notice and Demands**

All notices or demands required or permitted hereunder or under any statute shall be in writing and hand delivered or sent postage prepaid, by certified mail to:

Lessor:

Town of Glastonbury
2155 Main Street
Glastonbury, CT 06033
Attn: Town Manager

Lessee:

BHO ENTERPRISES LLC
475 Matson Hill Road
South Glastonbury, CT 06073
Attn: Donald Preli

Or at such address as the parties hereto shall designate in writing in manner above provided.

16. **Surrender**

Lessee agrees to surrender possession of the Leased Premises to Lessor at the termination of this Lease.

17. **Miscellaneous**

The paragraph headings contained in this Lease are for reference purposes only and shall not control or affect its scope of interpretation in any respect. This Lease and its interpretation shall be governed by the laws of the State of Connecticut. The rights and obligations of the parties hereto shall inure to the benefit of, and be binding upon, the respective heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Lease this 26th day of June, 2023.

Signed, sealed and delivered in the presence of:

WITNESS:

Susan A. Laurier
Susan A. Laurier

Rajwant Saeed
Rajwant Saeed

WITNESS:

Susan A. Laurier
Susan A. Laurier

Rajwant Saeed
Rajwant Saeed

LESSOR:
TOWN OF GLASTONBURY

By: Jonathan Luiz
Jonathan Luiz
Town Manager

LESSEE:

By: Donald Preli
Donald Preli
BHO ENTERPRISES LLC

Schedule A

"LEASE AREA TO BHO ENTERPRISES LLC"
6.00± ACRES

A certain tract or parcel of land located easterly of Matson Hill Road in the Town of Glastonbury, County of Hartford, and State of Connecticut, also being and shown as **LEASE AREA** on a map entitled **"LEASING PLAN DEPICTING LAND OF THE TOWN OF GLASTONBURY 297 MATSON HILL ROAD, GLASTONBURY, CONNECTICUT, LEASE AREA TO BE ACQUIRED BY BHO ENTERPRISES LLC, SHEET 1 OF 1, DATE: 06/2023, SCALE: 1"=100 FT., DAVID A. SIMLER, L.S."** to be filed in the Glastonbury Town Clerk's Office and being more particularly bounded and described as follows:

Beginning at a point located at the centerline of a stonewall, said point being the southwesterly corner of land of BHO Enterprises LLC., and being the southeasterly corner of the herein described parcel of leased land;

Thence; proceeding S 80°-54'-01" W along the centerline of stonewall and land of GCE LLC., for a distance of 46.19 feet to a point;

Thence; proceeding S 78°-54'-41" W along the centerline of stonewall and land of GCE LLC., for a distance of 115.79 feet to a point;

Thence; proceeding S 81°-20'-11" W along the centerline of stonewall and land of GCE LLC., for a distance of 80.63 feet to a point;

Thence; proceeding N 14°-44'-44" W along land of the Town of Glastonbury, for a distance of 901.28 feet to a point;

Thence; proceeding N 79°-18'-34" E along remains of stonewall and land of James D. Wheeler, for a distance of 75.27 feet to an iron pipe;

Thence; proceeding N 10°-41'-26" W along land of James D. Wheeler, for a distance of 273.26 feet to a point;

Thence; proceeding N 79°-18'-34" E along land of the Town of Glastonbury, for a distance of 147.66 feet to a point;

Thence; proceeding S 14°-44'-44" E along other land of BHO Enterprises LLC., for a distance of 1,178.57 feet to a point; said point is the point of beginning.

The herein described Lease area of land contains 6.00 acres, more or less.



Town of Glastonbury

TOWN MANAGER'S OFFICE • (860) 652-7500 • Jonathan.Luiz@glastonbury-ct.gov

MEMORANDUM

To: Shelley Caltagirone, Director of Community Development

From: Jonathan Luiz, Town Manager

Date: December 8, 2023

Re: **Town Council Action – Referral to Town Plan and Zoning Commission per CGS Section 8-24
Proposed Ground Lease – 2400 Main Street**

At its meeting held on Tuesday, October 24, 2023, the Town Council authorized the Town Manager to extend the existing Ground Lease between the Town and the Historical Society of Glastonbury for siting of the Welles Tavern through October 31, 2044.

Per Connecticut General Statutes Section 8-24, the matter is to be referred to the Town Plan & Zoning Commission for a report.

Attached is the original Lease and a proposed First Amendment to Ground Lease, which has been negotiated between the Town and Historical Society of Glastonbury.

The Welles Tavern building (photo attached) is located at the corner of Main Street and Hebron Avenue. The building was moved to its present location from across the street in 1974 when the Glastonbury Bank expanded. In the late eighteenth and nineteenth centuries, the Tavern was the stop-over for coaches traveling between Hartford and New London. The Tavern (which was also the Town's first Post Office) was built in 1776 by Joseph Welles. It was purchased by Azel Chapman in 1808. Today, the building is owned by the Historical Society of Glastonbury, who rents it to the Glastonbury Chamber of Commerce (upper level) and the River Bend Bookshop (lower level).

The building is situated on Town-owned land. The Town and Historical Society have entered into several Ground Leases over the years. The first lease agreement, which had a 30-year term, ended on October 31, 2004. Subsequently, a Ground Lease was executed on June 29, 2005, the term of which expires on October 31, 2024.

Please do your best to schedule this matter for the Commission's next meeting.

JL/sal
Attachments

GROUND LEASE

THIS GROUND LEASE (the "Lease") is made and entered into as of the 1st day of November, 2004, by and between the **TOWN OF GLASTONBURY, CONNECTICUT**, a municipal corporation, with an address at 2155 Main Street, Glastonbury, CT 06033 (the "Landlord"), and the **HISTORICAL SOCIETY OF GLASTONBURY, INC.**, a charitable Connecticut nonstock corporation, with an address at 2400 Main Street, Glastonbury, CT 06033 (the "Tenant").

RECITALS:

WHEREAS, Landlord is the fee owner of the real property located at 2400 Main Street in Glastonbury, more particularly described on Exhibit A attached hereto and made a part hereof ("Premises"); and

WHEREAS, Tenant has placed a building on the Premises known as the "Welles Tavern" (the "Building"), pursuant to a lease between the parties that terminated on October 31, 2004; and

WHEREAS, Landlord and Tenant wish to enter into a new Lease for a new term on the terms and conditions set forth herein.

ARTICLE I
DEMISE AND TERM

Section 1.01 Demise and Term.

Landlord does hereby let and demise to Tenant, and Tenant does hereby take from Landlord, the Premises, which Premises includes all present and future improvements, easements, and appurtenances thereon and thereto, for an initial term of thirty (30) years (the "Term") commencing as of November 1, 2004 (the "Commencement Date") and expiring at twelve o'clock midnight on October 31, 2024, unless sooner terminated as set forth in this Lease.

Title to the Building and to all buildings and improvements now or hereafter existing on the Premises and to all equipment, fixtures, appliances, apparatus, and machinery (the "Fixtures") therein contained and necessary to the operation and maintenance of the Building (the Building and the Fixtures, together with all buildings and improvements now or hereafter existing on the Premises, being hereinafter collectively referred to as the "Improvements"), shall be and remain in the name of the Tenant until the expiration of the Term, unless this Lease shall be sooner terminated as herein provided, and upon expiration or sooner termination, title to all such Improvements as are then remaining on the Premises shall pass to, vest in and belong to Landlord, without any action required on the part of either Landlord or Tenant and without the payment of any consideration therefore. Notwithstanding the foregoing, Tenant shall execute any reasonably necessary documents to confirm the transfer of title to Landlord. Notwithstanding the fact that Tenant shall retain title to the Improvements until the expiration or sooner termination of this Lease, for convenience of reference, the Premises and the Improvements shall herein be collectively referred to as the "Premises."

Landlord reserves the right to use the grounds of the Premises from time to time for events and to perform grounds maintenance.

Landlord and Tenant each hereby expressly covenants and agrees that this Lease is made upon the foregoing and upon the following agreements, terms, covenants, conditions and restrictions.

ARTICLE II ALTERATIONS

Section 2.01 Alterations.

Tenant may not make any additions, alterations or improvements to the Premises or any part thereof, without the prior written consent of Landlord of the plans showing all additions, alterations or improvements. Tenant may, at its expense, make alterations to the interior of the Building without the Landlord's consent.

ARTICLE III RENT

Section 3.01 Rent.

Rent during the Term shall be One Dollar (\$1.00) per year, payable on the Commencement Date and on each anniversary of the Commencement Date.

Section 3.02 Net Lease.

This Lease is and shall be deemed and construed to be a "net lease," and Tenant shall pay all operating, maintenance and repair costs, and insurance premiums relating to the Premises after the Commencement Date, except for the cost of maintaining the grounds which shall be the responsibility of the Landlord.

Section 3.03 Grounds Maintenance.

The Landlord agrees that it shall perform all grounds maintenance, including the maintenance of lawns, shrubbery and gardens, and the snow clearance of walkways and parking areas and their repair as necessary. The Tenant shall be responsible for the cost of all utilities and repair and maintenance related to the Building.

ARTICLE IV USE

Section 4.01 Use.

Tenant covenants that during the Term the Premises will be used exclusively by charitable and/or non-profit organizations, or by individuals for purposes of a non-commercial and non-professional nature, provided, however, that if upon reasonable effort such subtenants cannot be found by Tenant, Tenant may lease space in its building to for-profit organizations or to individuals or firms engaged in commercial or for-profit professional endeavors.

Section 4.02 Condition of Premises.

Tenant agrees that Tenant shall maintain the Premises in good, safe, and habitable condition in all respects, and in full compliance with all applicable laws, ordinances, rules and regulations affecting the use and occupancy of the Premises. Tenant shall commit no waste nor permit any waste to be committed, nor injure nor misuse the Premises.

ARTICLE V
TENANT TO MAINTAIN AND REPAIR

Section 5.01 Tenant's Repair and Maintenance Obligations.

Tenant shall, at all times during the Term of this Lease, and at Tenant's own cost and expense, keep and maintain the Premises in repair and in good condition (ordinary wear and tear excepted) and shall use all reasonable precautions to prevent waste, damage, or injury to the Premises during the Term of this Lease. Tenant shall, at Tenant's sole expense, maintain the Premises in accordance with all applicable laws, rules, ordinances, orders and regulations of all governmental agencies and entities with jurisdiction and all insurance companies insuring all or any part of the Premises. Landlord shall not be required to furnish any services or facilities, including, but not limited to, heat, electricity, air conditioning or water, or to make any repairs to the Premises, and Tenant hereby assumes the full and sole responsibility for furnishing all services or facilities.

Section 5.02 Landlord's Inspection.

The Landlord shall have the right to enter or have its agents or representatives enter into and upon the Premises at all reasonable hours for the purpose of examining the Premises.

ARTICLE VI
ASSIGNMENTS AND SUBLEASES

Section 6.01 Transfers.

Tenant, for itself, its successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this Lease, or sublet, or use or permit the Premises or any part thereof to be used by others without the prior written consent of Landlord, which consent must be requested at least sixty (60) days prior to the date of the proposed transfer. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the prior written consent of Landlord to any further assignment or subletting. Any transfer in violation of these provisions shall be void.

Section 6.02 Subtenants.

In selecting subtenants for the Premises, the Tenant covenants that it shall not discriminate for reasons of age, race, color, national origin or religious affiliation.

Section 6.03 Termination of Rights.

Upon the expiration or earlier termination of this Lease, the rights of any assignee or sublessee of Tenant and any other person in the Premises shall also terminate, unless Landlord shall otherwise agree in writing directly with such assignee, sublessee or other person.

ARTICLE VII
INSURANCE

Section 7.01 Insurance.

The Tenant shall annually provide the Landlord with a Certificate of Insurance for the Premises and Grounds. Such insurance to be of the type and amounts determined by the Landlord and shall name the Landlord as an "Additional Insured". The Landlord shall review the types and amounts of insurance required, on an annual basis, and may reasonably adjust the types and amount of insurance required so that it is in accordance with the Landlord's practice and/or with the types and amount of insurance carried on Town owned property or other similar properties in the area.

ARTICLE VIII
DAMAGE OR DESTRUCTION

Section 8.01 Casualty Loss.

If, at any time during the Term, the Improvements or any part thereof shall be damaged or destroyed by fire or other casualty of any kind or nature, foreseen or unforeseen, Tenant shall promptly notify Landlord in writing of such occurrence. In such event, Tenant shall have the option to (i) terminate this Lease in whole or as to the portion of the damaged Improvements by giving notice to Landlord within one hundred twenty (120) days of such damage or destruction or (ii) repair, alter, restore, replace or rebuild the damaged Improvements, subject to such changes or alterations as Tenant may elect to make in conformity with law and with this Lease.

ARTICLE IX
EMINENT DOMAIN

Section 9.01 Taking Resulting in Termination of Lease.

If either a portion of or the entire Premises is taken under the power of eminent domain by the State, then this Lease shall terminate as of the date of the vesting of title in the taking authority.

Section 9.02 Cooperation.

In any eminent domain proceeding affecting the Premises, both Landlord and Tenant shall have the right to appear in the proceeding and to defend against the eminent domain action as they deem proper in accordance with their own interests. To the extent possible, Landlord and Tenant shall cooperate with each other to maximize the amount of the award payable by reason of the eminent domain, each at its own expense.

ARTICLE X
DEFAULTS

Section 10.01 Events of Default by Tenant.

Any of the following shall be deemed a "Default" when not cured within the applicable grace periods:

(a) Non-payment of the charges required by this Lease to be paid by Tenant after written notice from Landlord to Tenant, subject to Tenant's rights to contest such charges as provided in this Lease; and

(b) A material failure to perform any other covenant or condition of this Lease on the part of Tenant to be performed, or if the Premises or any part thereof shall be abandoned by Tenant. Any notice given pursuant to this Section that refers to a failure to perform work shall specify the work required to be done to prevent the occurrence of a Default.

(c) Any (i) attachment, execution or other judicial levy upon the leasehold estate hereunder; (ii) assignment of said leasehold estate for the direct or indirect benefit of creditors of Tenant; (iii) any agreement whereby Tenant loses control of its business to a committee of its creditors; (iv) judicial appointment of a receiver or similar officer to take possession of said leasehold estate or the Premises; or (v) filing of any petition by, for or against Tenant or filing for a debtor's proceeding under any chapter of Federal bankruptcy law or state bankruptcy law, unless released or terminated within thirty (30) days of said filing.

Section 10.02 Notice of Default and Cure Periods.

Upon the occurrence of a Default under Section 10.01(a) or (b) by Tenant, Landlord shall give notice to Tenant specifying such Default and giving Tenant the right to cure such default within ninety (90) days of notice thereof; provided that if Tenant shall commence such performance of work under Section 10.01(b) within such ninety (90) day period, and shall diligently pursue such performance, then Tenant shall have a reasonable period of time to complete such performance.

Section 10.03 Remedies.

Following the occurrence of a Breach, Landlord, may do any one or more of the following: (a) perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform, the reasonable cost of which performance by Landlord shall be payable by Tenant to Landlord upon demand; (b) terminate this Lease and the tenancy created hereby by giving notice of such election to Tenant; (c) re-enter the Premises by summary proceedings; and (d) exercise any other legal or equitable right or remedy Landlord may have.

Section 10.04 Termination of Lease.

It is agreed by the Landlord and Tenant that whenever this Lease shall terminate for any reason, the Tenant waives all right to any notice to quit possession, and it is further agreed that the Tenant shall pay all costs and expenses including reasonable attorney's fees incurred by the Landlord in the enforcement of any of the terms of this Lease.

ARTICLE XI
END OF TERM

Section 11.01 End of Term.

Tenant shall, on or before the last day of the Term, or on the sooner termination of this Lease, peaceably and quietly leave, surrender and yield up unto Landlord the Premises.

ARTICLE XII
QUIET ENJOYMENT

Section 12.01 Quiet Enjoyment.

Landlord covenants that, if and so long as no Default shall occur with respect to any covenant, agreement, term, provision and condition herein contained on the part and on behalf of Tenant to be kept and performed, Tenant shall quietly enjoy the Premises without hindrance by Landlord, or any person claiming rights through Landlord, subject to the covenants, agreements, terms, provisions and conditions of this Lease.

ARTICLE XIII
NOTICES

Section 13.01 Notices.

Except as otherwise provided in this Lease, all notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder, or which are to be given with respect to this Lease, shall be in writing and shall be deemed delivered (a) upon the delivery by facsimile electronic transmission (provided that such facsimile is transmitted on a business day prior to 5:00 p.m. and a confirmation copy is transmitted via another manner set forth in this Section), or (b) the next business day following delivery to Federal Express or another nationally recognized air-freight or commercial delivery service for next day delivery, provided such notices shall be addressed or delivered to the parties at their respective address or facsimile numbers set forth below.

If to Landlord:

Town of Glastonbury
2155 Main Street
Glastonbury, CT 06033
Attn: Town Manager
Facsimile: (860) 652-7505

If to Tenant:

Historical Society of Glastonbury
P. O. Box 46, 1944 Main Street
Glastonbury, CT 06033
Attn: Executive Director
Phone & Facsimile: (860) 633-6890

Either party may designate by notice in writing a new address to which any notices may be given.

ARTICLE XIV
INDEMNITY

Section 14.01 Tenant's Liability.

Tenant assumes sole responsibility and liability to any and all persons and authorities, relating to its possession, occupancy or use of the Premises.

Section 14.02 Tenant's Indemnification.

Tenant shall indemnify and save harmless Landlord and Landlord's officials, employees, agents and volunteers from and against any and all liability, damage, penalties or judgments, any and all actions, suits, proceedings, claims, demands, assessments, costs and expenses, including, without limitation, reasonable legal fees and expenses, arising from: (i) use and occupancy of the Premises, (ii) conduct of its business and any other activity in or about the Premises, (iii) breach or default in the performance of any obligation of Tenant under this Lease, and (iv) negligence of Tenant or that of any officer, director, partner, employee, agent, licensee or invitee of Tenant. In case any action or proceeding is brought against Landlord by reason of such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord.

Section 14.03 Landlord's Indemnification.

To the extent permitted by law, Landlord shall indemnify and save harmless Tenant and Tenant's officials, employees, agents and volunteers from and against any and all liability, damage, penalties or judgments, any and all actions, suits, proceedings, claims, demands, assessments, costs and expenses, including, without limitation, reasonable legal fees and expenses, arising from: (i) Landlord's use of the grounds of the Premises for events and (ii) the negligence of Landlord or that of any officer, director, partner, employee, agent, licensee or invitee of Landlord. In case any action or proceeding is brought against Tenant by reason of such claim, Landlord, upon notice from Tenant, shall defend the same at Landlord's expense by counsel reasonably satisfactory to Tenant.

ARTICLE XV
GENERAL PROVISIONS

Section 15.01 Consent/Approval by Landlord.

When consent or approval is required to be received from Landlord under this Lease, such consent or approval must be given by the Glastonbury Town Council, or its designee.

Section 15.02 Holding Over.

This Lease shall terminate without further notice upon the expiration of the Term and any holding over by Tenant after the expiration of the Term shall not constitute a renewal or extension of this Lease or give Tenant any rights under this Lease or in or to the Premises. Any holding over shall otherwise be subject to all of the agreements, covenants and conditions contained in this Lease as far as the same may be applicable to a month-to-month tenancy.

Section 15.03 Notice of Lease.

This Lease shall not be recorded by any party. Tenant may record a notice of this Lease, in accordance with Section 47-19 of the Connecticut General Statutes, for the purpose of evidencing this Lease of record.

Section 15.04 No Waiver.

The receipt of the rent by Landlord, with knowledge of any breach of this Lease by Tenant or of any Default on the part of Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease. No failure on the part of Landlord or Tenant to enforce any covenant or provision herein contained shall operate as a waiver thereof. No default shall be deemed waived by either party unless such waiver is in writing and designated as such and signed by such party, and such waiver shall not be a continuing waiver but shall apply only to the instance of default for which it is granted.

Section 15.05 Successors.

This Lease shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of the respective parties.

Section 15.06 Severability.

If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, provision or condition to persons or circumstances (other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 15.07 Governing Law.

This Lease shall be governed by and construed in accordance with the laws of the State of Connecticut.

Section 15.08 No Partnership, Joint Venture or Agency.

Nothing contained herein or done pursuant hereto shall be deemed to create, as between the parties, any partnership, joint venture or agency relationship.

Section 15.09 Amendments.

The parties hereto agree that the provisions of this Lease may be modified or amended, in whole or in part, only by a declaration in writing, executed by the parties.

Section 15.10 Counterparts.

This Lease may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Ground Lease to be executed as of the date first set forth above.

Golanda D. O'Brien
Frank W. Vance

TOWN OF GLASTONBURY
By: [Signature]
Its: Town Manager

[Signature]
Golanda D. O'Brien

HISTORICAL SOCIETY OF GLASTONBURY
INC.
By: James F. Bennett
Its: Executive Director

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

EXHIBIT A

PROPERTY DESCRIPTION OF THE PREMISES

The parcel designated as "Area to be Leased to Historical Society of Glastonbury" as shown on a map entitled "Town of Glastonbury Connecticut Engineering Department Site Plan for Gideon Welles House & Welles Tavern Date Oct. 1974, Scale 1" = 20'," which map is on file with the Glastonbury Town Clerk.

396350 v.04 S2

FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE (the “Lease”) is made and entered into as of the day of November, 2023, by and between the **TOWN OF GLASTONBURY, CONNECTICUT**, a municipal corporation, with an address at 2155 Main Street, Glastonbury, CT 06033 (the “Landlord”), and the **HISTORICAL SOCIETY OF GLASTONBURY, INC.**, a charitable Connecticut nonstock corporation, with an address at 2400 Main Street, Glastonbury, CT 06033 (the “Tenant”).

RECITALS:

WHEREAS, Landlord is the fee owner of the real property located at 2400 Main Street in Glastonbury, more particularly described on Exhibit A attached hereto and made a part hereof (“Premises”); and

WHEREAS, Tenant has placed a building on the Premises known as the “Welles Tavern” (the “Building”), pursuant to a lease between the parties that terminated on October 31, 2004; and

WHEREAS, Landlord and Tenant entered into a subsequent Ground Lease with a Term that commenced on November 1, 2004 and is scheduled to expire on October 31, 2024; and

WHEREAS, Landlord and Tenant wish to amend the Ground Lease in order to provide for a twenty (20) year extension of the Term, on the terms and conditions set forth herein.

ARTICLE I DEMISE AND TERM

Section 1.01 Demise and Term.

Landlord does hereby let and demise to Tenant, and Tenant does hereby take from Landlord, the Premises, which Premises includes all present and future improvements, easements, and appurtenances thereon and thereto. The current Term of the Ground Lease is extended such that it will expire at twelve o'clock midnight on October 31, 2044, unless sooner terminated as set forth in this Lease. All references in the Lease to the “Term” shall be deemed to refer to the Term as extended herein.

Title to the Building and to all buildings and improvements now or hereafter existing on the Premises and to all equipment, fixtures, appliances, apparatus, and machinery (the “Fixtures”) therein contained and necessary to the operation and maintenance of the Building (the Building and the Fixtures, together with all buildings and improvements now or hereafter existing on the Premises, being hereinafter collectively referred to as the “Improvements”), shall be and remain in the name of the Tenant until the expiration of the Term, unless this Lease shall be sooner terminated as herein provided, and upon expiration or sooner

termination, title to all such Improvements as are then remaining on the Premises shall pass to, vest in and belong to Landlord, without any action required on the part of either Landlord or Tenant and without the payment of any consideration therefore. Notwithstanding the foregoing, Tenant shall execute any reasonably necessary documents to confirm the transfer of title to Landlord. Notwithstanding the fact that Tenant shall retain title to the Improvements until the expiration or sooner termination of this Lease, for convenience of reference, the Premises and the Improvements shall herein be collectively referred to as the "Premises."

Landlord reserves the right to use the grounds of the Premises from time to time for events and to perform grounds maintenance.

Landlord and Tenant each hereby expressly covenants and agrees that this Lease is made upon the foregoing and upon the following agreements, terms, covenants, conditions and restrictions.

ARTICLE II
ALTERATIONS

Section 2.01 Alterations.

Tenant may not make any additions, alterations or improvements to the Premises or any part thereof, without the prior written consent of Landlord of the plans showing all additions, alterations or improvements. Tenant may, at its expense, make alterations to the interior of the Building without the Landlord's consent.

ARTICLE III
RENT

Section 3.01 Rent.

Rent during the Term shall be One Dollar (\$1.00) per year, payable on the Commencement Date and on each anniversary of the Commencement Date.

Section 3.02 Net Lease.

This Lease is and shall be deemed and construed to be a "net lease," and Tenant shall pay all operating, maintenance and repair costs, and insurance premiums relating to the Premises after the Commencement Date, except for the cost of maintaining the grounds which shall be the responsibility of the Landlord.

Section 3.03 Grounds Maintenance.

The Landlord agrees that it shall perform all grounds maintenance, including the maintenance of lawns, shrubbery and gardens, and the snow clearance of walkways and

parking areas and their repair as necessary. The Landlord shall indemnify and hold the Tenant harmless from any claim, damage or injury that shall occur as a result of Landlord's failure to perform its obligations under this Section 3.03. The Tenant shall be responsible for the cost of all utilities and repair and maintenance related to the Building.

ARTICLE IV USE

Section 4.01 Use.

Tenant covenants that during the Term the Premises will be used exclusively by charitable and/or non-profit organizations, or by individuals for purposes of a non-commercial and non-professional nature, provided, however, that if upon reasonable effort such subtenants cannot be found by Tenant, Tenant may lease space in its building to for-profit organizations or to individuals or firms engaged in commercial or for-profit professional endeavors.

Section 4.02 Condition of Premises.

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ARTICLE V TENANT TO MAINTAIN AND REPAIR

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Tenant shall, at all times during the Term of this Lease, and at Tenant's own cost and expense, keep and maintain the Premises in repair and in good condition (ordinary wear and tear excepted) and shall use all reasonable precautions to prevent waste, damage, or injury to the Premises during the Term of this Lease. Tenant shall, at Tenant's sole expense, maintain the Premises in accordance with all applicable laws, rules, ordinances, orders and regulations of all governmental agencies and entities with jurisdiction and all insurance companies insuring all or any part of the Premises. Landlord shall not be required to furnish any services or facilities, including, but not limited to, heat, electricity, air conditioning or water, or to make any repairs to the Premises, and Tenant hereby assumes the full and sole responsibility for furnishing all services or facilities.

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The Landlord shall have the right to enter or have its agents or representatives enter into and upon the Premises at all reasonable hours for the purpose of examining the Premises.

ARTICLE VI
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Section 6.01 Transfers.

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Section 6.02 Subtenants.

In selecting subtenants for the Premises, the Tenant covenants that it shall not discriminate for reasons of age, race, color, national origin or religious affiliation.

Section 6.03 Termination of Rights.

Upon the expiration or earlier termination of this Lease, the rights of any assignee or sublessee of Tenant and any other person in the Premises shall also terminate, unless Landlord shall otherwise agree in writing directly with such assignee, sublessee or other person.

ARTICLE VII
INSURANCE

Section 7.01 Insurance.

The Tenant shall annually provide the Landlord with a Certificate of Insurance for the Premises and Grounds. Such insurance to be of the type and amounts determined by the Landlord and shall name the Landlord as an "Additional Insured". The Landlord shall review the types and amounts of insurance required, on an annual basis, and may reasonably adjust the types and amount of insurance required so that it is in accordance with the Landlord's practice and/or with the types and amount of insurance carried on Town owned property or other similar properties in the area.

ARTICLE VIII
DAMAGE OR DESTRUCTION

Section 8.01 Casualty Loss.

If, at any time during the Term, the Improvements or any part thereof shall be damaged or destroyed by fire or other casualty of any kind or nature, foreseen or unforeseen, Tenant

shall promptly notify Landlord in writing of such occurrence. In such event, Tenant shall have the option to (i) terminate this Lease in whole or as to the portion of the damaged Improvements by giving notice to Landlord within one hundred twenty (120) days of such damage or destruction or (ii) repair, alter, restore, replace or rebuild the damaged Improvements, subject to such changes or alterations as Tenant may elect to make in conformity with law and with this Lease.

ARTICLE IX **EMINENT DOMAIN**

Section 9.01 Taking Resulting in Termination of Lease.

If either a portion of or the entire Premises is taken under the power of eminent domain by the State, then this Lease shall terminate as of the date of the vesting of title in the taking authority.

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ARTICLE X **DEFAULTS**

Section 10.01 Events of Default by Tenant.

Any of the following shall be deemed a "Default" when not cured within the applicable grace periods:

(a) Non-payment of the charges required by this Lease to be paid by Tenant after written notice from Landlord to Tenant, subject to Tenant's rights to contest such charges as provided in this Lease; and

(b) A material failure to perform any other covenant or condition of this Lease on the part of Tenant to be performed, or if the Premises or any part thereof shall be abandoned by Tenant. Any notice given pursuant to this Section that refers to a failure to perform work shall specify the work required to be done to prevent the occurrence of a Default.

(c) Any (i) attachment, execution or other judicial levy upon the leasehold estate hereunder; (ii) assignment of said leasehold estate for the direct or indirect benefit of creditors of Tenant; (iii) any agreement whereby Tenant loses control of its business to a committee of

its creditors; (iv) judicial appointment of a receiver or similar officer to take possession of said leasehold estate or the Premises; or (v) filing of any petition by, for or against Tenant or filing for a debtor's proceeding under any chapter of Federal bankruptcy law or state bankruptcy law, unless released or terminated within thirty (30) days of said filing.

Section 10.02 Notice of Default and Cure Periods.

Upon the occurrence of a Default under Section 10.01(a) or (b) by Tenant, Landlord shall give notice to Tenant specifying such Default and giving Tenant the right to cure such default within ninety (90) days of notice thereof; provided that if Tenant shall commence such performance of work under Section 10.01(b) within such ninety (90) day period, and shall diligently pursue such performance, then Tenant shall have a reasonable period of time to complete such performance.

Section 10.03 Remedies.

Following the occurrence of a Breach, Landlord, may do any one or more of the following: (a) perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform, the reasonable cost of which performance by Landlord shall be payable by Tenant to Landlord upon demand; (b) terminate this Lease and the tenancy created hereby by giving notice of such election to Tenant; (c) re-enter the Premises by summary proceedings; and (d) exercise any other legal or equitable right or remedy Landlord may have.

Section 10.04 Termination of Lease.

It is agreed by the Landlord and Tenant that whenever this Lease shall terminate for any reason, the Tenant waives all right to any notice to quit possession, and it is further agreed that the Tenant shall pay all costs and expenses including reasonable attorney's fees incurred by the Landlord in the enforcement of any of the terms of this Lease.

ARTICLE XI
END OF TERM

Section 11.01 End of Term.

Tenant shall, on or before the last day of the Term, or on the sooner termination of this Lease, peaceably and quietly leave, surrender and yield up unto Landlord the Premises.

ARTICLE XII
QUIET ENJOYMENT

Section 12.01 Quiet Enjoyment.

Landlord covenants that, if and so long as no Default shall occur with respect to any covenant, agreement, term, provision and condition herein contained on the part and on behalf of Tenant to be kept and performed, Tenant shall quietly enjoy the Premises without hindrance by Landlord, or any person claiming rights through Landlord, subject to the covenants, agreements, terms, provisions and conditions of this Lease.

ARTICLE XIII
NOTICES

Section 13.01 Notices.

Except as otherwise provided in this Lease, all notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder, or which are to be given with respect to this Lease, shall be in writing and shall be deemed delivered (a) upon the delivery by email transmission (provided that such email is transmitted on a business day prior to 5:00 p.m. and a confirmation copy is transmitted via another manner set forth in this Section), or (b) the next business day following delivery to Federal Express or another nationally recognized air-freight or commercial delivery service for next day delivery, provided such notices shall be addressed or delivered to the parties at their respective address or email address set forth below.

If to Landlord:

Town of Glastonbury
2155 Main Street
Glastonbury, CT 06033
Attn: Town Manager
Email: jonathan.luiz@glastonbury-ct.gov

If to Tenant:

Historical Society of Glastonbury, Inc.
P.O. Box 46, 1944 Main Street
Glastonbury, CT 06033
Attn: Executive Director
Email: hsg06033@gmail.com

Either party may designate by notice in writing a new address to which any notices may be given.

ARTICLE XIV
INDEMNITY

Section 14.01 Tenant's Liability.

Tenant assumes sole responsibility and liability to any and all persons and authorities, relating to its possession, occupancy or use of the Premises.

Section 14.02 Tenant's Indemnification.

Tenant shall indemnify and save harmless Landlord and Landlord's officials, employees, agents and volunteers from and against any and all liability, damage, penalties or judgments, any and all actions, suits, proceedings, claims, demands, assessments, costs and expenses, including, without limitation, reasonable legal fees and expenses, arising from: (i) use and occupancy of the Premises, (ii) conduct of its business and any other activity in or about the Premises, (iii) breach or default in the performance of any obligation of Tenant under this Lease, and (iv) negligence of Tenant or that of any officer, director, partner, employee, agent, licensee or invitee of Tenant. In case any action or proceeding is brought against Landlord by reason of such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord.

Section 14.03 Landlord's Indemnification.

To the extent permitted by law, Landlord shall indemnify and save harmless Tenant and Tenant's officials, employees, agents and volunteers from and against any and all liability, damage, penalties or judgments, any and all actions, suits, proceedings, claims, demands, assessments, costs and expenses, including, without limitation, reasonable legal fees and expenses, arising from: (i) Landlord's use of the grounds of the Premises for events and (ii) the negligence of Landlord or that of any officer, director, partner, employee, agent, licensee or invitee of Landlord. In case any action or proceeding is brought against Tenant by reason of such claim, Landlord, upon notice from Tenant, shall defend the same at Landlord's expense by counsel reasonably satisfactory to Tenant.

ARTICLE XV
GENERAL PROVISIONS

Section 15.01 Consent/Approval by Landlord.

When consent or approval is required to be received from Landlord under this Lease, such consent or approval must be given by the Glastonbury Town Council, or its designee.

Section 15.02 Holding Over.

This Lease shall terminate without further notice upon the expiration of the Term and any holding over by Tenant after the expiration of the Term shall not constitute a renewal or extension of this Lease or give Tenant any rights under this Lease or in or to the Premises. Any holding over shall otherwise be subject to all of the agreements, covenants and conditions contained in this Lease as far as the same may be applicable to a month-to-month tenancy.

Section 15.03 Notice of Lease.

This Lease shall not be recorded by any party. Tenant may record a notice of this Lease, in accordance with Section 47-19 of the Connecticut General Statutes, for the purpose of evidencing this Lease of record.

Section 15.04 No Waiver.

The receipt of the rent by Landlord, with knowledge of any breach of this Lease by Tenant or of any Default on the part of Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease. No failure on the part of Landlord or Tenant to enforce any covenant or provision herein contained shall operate as a waiver thereof. No default shall be deemed waived by either party unless such waiver is in writing and designated as such and signed by such party, and such waiver shall not be a continuing waiver but shall apply only to the instance of default for which it is granted.

Section 15.05 Successors.

This Lease shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of the respective parties.

Section 15.06 Severability.

If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, provision or condition to persons or circumstances (other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 15.07 Governing Law.

This Lease shall be governed by and construed in accordance with the laws of the State of Connecticut.

Section 15.08 No Partnership, Joint Venture or Agency.

Nothing contained herein or done pursuant hereto shall be deemed to create, as between the parties, any partnership, joint venture or agency relationship.

Section 15.09 Amendments.

The parties hereto agree that the provisions of this Lease may be modified or amended, in whole or in part, only by a declaration in writing, executed by the parties.

Section 15.10 Counterparts.

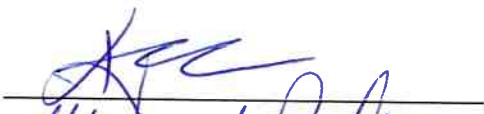
This Lease may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Ground Lease to be executed as of the date first set forth above.

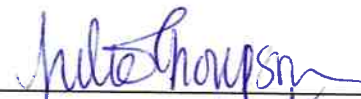
TOWN OF GLASTONBURY

By: _____
Its: _____

**HISTORICAL SOCIETY OF GLASTONBURY
INC.**



maura F Paulekas

By:  _____
Its: President _____

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

STATE OF CONNECTICUT)
) ss.
COUNTY OF)

Before me, the undersigned, this ____ day of _____, 2023, personally appeared _____, known to me to be the _____ of the Town of Glastonbury, and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said municipal corporation.


In Witness Whereof, I hereunto set my hand.

Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
) ss. Glastonbury
COUNTY OF)

Before me, the undersigned, this 5th day of December 2023, personally appeared Julie Thompson known to me to be the president of the Historical Society of Glastonbury Inc., and that she as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be her free act and deed individually and as such officer, and the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand.



Kathleen Purtill Pfeffer
Commissioner of the Superior Court

EXHIBIT A

PROPERTY DESCRIPTION OF THE PREMISES

The parcel designated as "Area to be Leased to Historical Society of Glastonbury" as shown on a map entitled "Town of Glastonbury Connecticut Engineering Department Site Plan for Gideon Welles House & Welles Tavern Date Oct. 1974, Scale 1" = 20'," which map is on file with the Glastonbury Town Clerk.

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