

THIS LEASE, by and between **THE WHITE MEMORIAL FOUNDATION, INC.**, a corporation without capital stock, organized and existing under the laws of the State of Connecticut and having an office and place of business in the Town and County of Litchfield, said State, hereinafter called "Landlord", acting herein by its President, hereunto duly authorized, and the **TOWN OF LITCHFIELD**, a municipal corporation located in the County of Litchfield and State of Connecticut, acting herein by its Board of Selectmen, hereunto duly authorized, hereinafter called "Tenant",

WITNESSETH:

That the Landlord has leased and does hereby lease to said Tenant, and said Tenant has hired from said Landlord, for a period of five (5) years commencing on **May 3, 2022**, and terminating on **May 2, 2027** the following describe premises, to wit:

A certain parcel of land situated in the Town of Litchfield, County of Litchfield and state of Connecticut as described in Schedule A which accompanies this lease and is shown on Litchfield Map #20-39, File #58.246 entitled Property of Litchfield County Water Company, Route 63 (South Plains) Litchfield, CT June 1980, 7.4± acres. William A. Berglund R.L.S., a reduced copy of which accompanies this lease (Schedule B). The additional 0.312 acre parcel of land is further described in Schedule C.

For the consideration of one (\$1) dollar per year plus reimbursement for the Landlord's insurance on the property; to be used and occupied for soccer, field hockey, ice-skating and for no other purpose.

The term of this lease shall be automatically extended for three (3) additional terms of five years, upon the same terms and conditions, except either party may terminate this lease upon 365 (three hundred sixty-five) days written notice to the other party.

1. And the said Landlord covenants with said Tenant that it has good right to lease said premises in the manner aforesaid, and that it will suffer and permit said Tenant (they keeping all other covenants on their part hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from the said Landlord or any person claiming by, from or under it.
2. And said Tenant shall take good care of the premises, and at the end or other expiration of the term shall deliver up the demised premises in essentially the same condition that existed at the commencement of this lease, normal depreciation and damage by the elements excepted.
3. And said Tenant shall promptly execute and comply with all rules, orders, ordinances, requirements and regulations of the Borough, Village, Town, City, State and Federal Governments, and of any and all their Departments and Bureaus applicable to said premises, whether ordinary or extraordinary, for the correction, prevention and abatement of nuisance or other conditions of whatsoever nature, in, upon or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the Board of Fire Underwriters for the prevention of fires, or the correction of hazardous conditions, at Tenant's own cost and expense.
4. The Tenant shall not do or cause to be done anything on the premises which may be or become any annoyance or nuisance to the neighborhood. No trash shall be allowed by the Tenant to accumulate so as to constitute a detriment to the appearance of the premises or a fire hazard. The premises shall be kept free of refuse or other unsightly objects by the Tenant.
5. In case of any damage or injury to the said premises of any kind whatsoever, said damage or injury being caused by the carelessness, negligence or improper conduct on the part of the Tenant, Agent or Employees, then the Tenant shall cause the said damage or injury to be repaired as speedily as possible at the Tenant's own cost and expenses.
6. The Tenant shall not assign this agreement, or, underlet or underlease the premises, or any part thereof, or allow any organizations or entities to use the premises, or make any alterations or improvements on the premises, or add any building thereon, without the Landlord's consent in writing.

It is understood, however, that Tenant may improve said premises for the aforesaid purposes only in accord with such plans and specifications as approved by the Landlord in writing.

It is further understood that the Tenant, in conjunction with the with the Litchfield Board of Education, Litchfield Soccer Club and the Litchfield Park and Recreation Commission, establish rule and regulations for the maintenance and use of the leased premises by those entities, provided that the Tenant shall be responsible for full and complete performance of all its covenants and agreements herein contained.

7. And the said Tenant covenants with said Landlord that it will assume all maintenance on the property and will keep the buildings, personal property, and the premises in a condition suitable to the Landlord.
8. The Tenant agrees to cut no trees on the demised premises without first obtaining the consent of the Landlord in writing.
9. The Landlord reserves all shooting and hunting rights on the leased premises and the Tenant hereby agrees not to keep on said leased premises any dog or dogs unless the same are kept on a leash. Any dog found running at large will be liable to seizure.
10. The Tenant covenants with the Landlord that Tenant shall indemnify, defend and save the Landlord harmless against any claims or liabilities arising from or based upon the use of said premises by or any act or omission of the Tenant, or other organizations permitted to use the leased premises, their servants, agents, licensees, invitees, or any person on said premises without authority or permission.

11. No warranty or representation is made by the Landlord as to the safety, suitability or tenant-ability of the property, or improvements on the premises hereby demised, and the Tenant represents that Tenant has inspected said premises and is satisfied with their condition and takes the same as they are.
12. The Tenant shall maintain in force and pay for insurance coverage in respect of its property in and on leased premises and shall further maintain in force and pay for public liability insurance coverage in respect to property damage and personal injury or death, in the usual form, in amounts no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, with the Tenant as named insured. These amounts are to be reviewed and reapproved by the Landlord on an annual basis.
13. The Tenant may in the event this lease is not renewed, remove from the leased premises any building or improvements owned by the Tenant within thirty (30) days after the expiration of this lease, and in the event said building or improvement is not so removed, it shall be and become the property of the Landlord.
14. The Landlord shall reserve the right to name the leased premises and any sign approved by the Landlord shall include this name.
15. The Tenant shall permit the Landlord, or its agents, at all reasonable times, to inspect the premises during the term of this lease, or any extension thereof.
16. And it is further agreed between the parties hereto that the covenants and agreements herein contained are binding on the parties, their successors and assigns.

IN WITNESS WHEREOF, The White Memorial Foundation, Inc., acting herein by Arthur Hill Diedrick, its President, hereunto duly authorized, and the Town of Litchfield, acting herein by Denise Raap, Jodi Tenney, Christine Harding, Jonathan E. Tarrant, and Jeffrey J. Zullo, its Board of Selectmen, hereunto duly authorized, have hereunto caused these presents to be executed and their seals to be hereunto affixed and to a duplicate of the same tenor and date this _____ day of _____, 2022.

In the Presence of:

THE WHITE MEMORIAL FOUNDATION, INC.

Witness for Landlord

By: _____
Arthur Hill Diedrick, President

Witness for Landlord

TOWN OF LITCHFIELD

Witness for Tenant

By: _____
Denise Raap

Witness for Tenant

By: _____
Jodi Tenney

By: _____
Christine Harding

By: _____
Jonathan E. Tarrant

By: _____
Jeffrey J. Zullo

Its Board of Selectmen, Duly Authorized