

## **GROUND LEASE**

This indenture of lease made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the TOWN OF LITCHFIELD, a Connecticut municipal corporation with an address at 74 West Street, P.O. Box 488, Litchfield, Connecticut 06759-0488, acting by its First Selectman duly authorized, ("Lessor"), and the LITCHFIELD HILLS ROWING CLUB, INC., a Connecticut non-stock, non-profit corporation with an address at 244 North Shore Road, P.O. Box 42, Litchfield, Connecticut 06759, acting by its President duly authorized, ("Tenant").

1. **LEASED PREMISES:** In consideration of the rents, covenants and agreements herein reserved and contained on the part of the Tenant to be observed and performed, the Lessor demises and leases to the Tenant and the Tenant rents from the Lessor, certain premises located on Lessor's property at the north shore of Bantam Lake southerly of North Shore Road in the Town of Litchfield, County of Litchfield and State of Connecticut more particularly described in "Schedule A" and shown on "Schedule B" attached hereto and incorporated herein by reference (the "leased premises").

The use and occupation by the Tenant of the leased premises shall include the building presently existing, under construction, or herein to be constructed upon the leased premises, and shared use of the driveway, parking area, removable docks, and other similar improvements whether now or in the future existing.

2. **MAINTENANCE OF BUILDING:** Tenant has constructed and shall maintain in good repair, in accordance with plans and specifications approved by the Lessor, a 74' x 78' pole barn building together with landscaping and parking suitable for use as a boathouse and rowing club facility which construction shall include all structural, mechanical, painting and decorating, parking and landscaping so as to allow, occupancy by the Tenant. The as built plans and specifications, are attached hereto as "Schedule C" and incorporated herein by reference. Tenant shall be responsible for securing all land use approvals and permits for construction of the boathouse and the site generally.

3. **TERM:** The term of this lease shall be ten (10) years, which term shall commence upon execution of this lease and shall terminate ten (10) years to the day thereafter, subject to the Parties' mutual option to renew as set forth in Paragraph 27.

4. **RENT:** The minimum, base rent for the term shall be \$1,800.00 per year, due and payable, in advance, on each yearly anniversary of the commencement of the lease. The rent shall be subject to a three percent (3%) yearly escalation over the previous year, as described in Paragraph 6.

5. ADDITIONAL CHARGES: Tenant, in addition to the rent set forth above, agrees to pay directly, or to reimburse the Lessor at cost, for all maintenance charges, utilities, bonds and insurance, and such other reasonable and necessary charges incurred during Tenant's construction of the building to be created under this lease.

6. ESCALATION OF RENTS: The base rent provided for in Paragraph 4 of this lease shall escalate annually by three percent (3%) of the previous year's rent. If insurance or real or personal property taxes against the land or improvements of the Lessor shall be increased by a greater amount than is covered by such escalation, the Lessor shall have the right to require an increase, above the escalation level, to cover such increases.

7. USE OF PREMISES AND PARKING: Tenant shall use the leased premises solely for the construction and use of a boathouse and rowing club storage and training facility, and its shared usage of two removable docks to launch non-motorized boats as well as out-board motorized safety launches, parking, access to Bantam Lake and all operations incident thereto, including, but not limited to equipment, facilities and coaching for the Litchfield, WAMOGO, Regional School District 20, and Taft School rowing programs. All members of the Tenant Rowing Club and all guests of Tenant shall be required to obtain a parking permit to use the parking area. Members of the Rowing Club who are not residents of the Town of Litchfield shall pay the customary fee (for example, \$20.00 at the time of execution of this Lease) for a parking pass at the time obtained. Members of the Rowing Club eligible for a free parking pass due to age or other status (e.g., senior citizens over age 65) shall receive a parking pass without fee.

8. FIXTURES AND ALTERATIONS: Tenant shall not make or cause to be made any alterations, additions or improvements, of a substantial nature or make any structural changes to the building without first notifying Lessor. In the event structural changes are contemplated, Tenant shall supply to Lessor plans and specifications for such work, and obtain written approval, which approval shall not be unreasonably withheld.

9. FIXTURES INSTALLED BY TENANT: All fixtures, additions and improvements made by Tenant, shall remain the property of the Tenant for the term of this lease or any extension or renewal thereof. Upon expiration of this lease, or any renewal term thereof, the Tenant shall remove all fixtures, additions and improvements, and restore the leased premises, ordinary wear and tear excepted, to its condition at the time of original occupancy. It is understood that specifications of the boathouse, as attached, have been provided to the Lessor.

10. SIGNS: Tenant shall have the right to place upon the premises, such sign or signs as may be necessary to designate the premises, and to aid parking and the flow of vehicular and foot traffic about the premises. Such signs shall be maintained in good condition and repair at all times, and shall comply with all zoning and sign requirements of the Town of Litchfield.

11. MAINTENANCE: Tenant shall at all times keep the leased premises (including maintenance of the structure, its roof, interior and exterior areas, and all portions of the leased premises, including but not limited to lighting, electrical, heating, plumbing and air conditioning systems and walkways as applicable in good order, and shall make repair to any damage caused by use of the club or its members to the driveway, parking lot, and yard, including reasonable periodic painting when needed, and in all respects keep the premises in good order, condition and repair at Tenant's sole costs and expense. If Tenant refuses or neglects to repair property as required hereunder, and to the reasonable satisfaction of Lessor, as soon as reasonably possible after written demand, Lessor may, after thirty (30) days advance written notice to Tenant make such repairs without liability to Tenant for any loss or damage that may accrue to materials, fixtures or other property, or to Tenant's operations, and upon completion thereof, Tenant shall pay Lessor's cost for making such repairs, upon presentation of invoices therefor, as additional rent.

12. SURRENDER OF PREMISES: At the expiration of the tenancy hereby created, Tenant shall surrender the leased premises in the same condition as the leased premises were upon delivery of possession thereto under this lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, and shall surrender all keys for the leased premises to Lessor. Tenant shall thereupon remove all its fixtures, and any alterations or improvements, exclusive of structural improvements made with the knowledge and approval of the Lessor, as provided above before surrendering the premises and shall repair any damage to the leased premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.

13. INSURANCE: Tenant shall, for the full duration of this Lease, keep in full force and effect an appropriate policy of public liability and property damage insurance with respect to the leased premises (regardless of the existence of any doctrine of sovereign immunity) and the facility operated by Tenant in which the limits of general public liability shall be not less than \$2,000,000 (if single limit), and in which the property damage liability limit shall be not less than \$1,000,000. The policy shall name Lessor and the Tenant as insureds and shall contain a clause that the insured will not cancel or change the insurance without

first giving the Lessor ten (10) days prior written notice. Tenant shall exhibit to Lessor, at any time upon demand, a certificate of insurance, or other evidence of insurance, and shall keep such policies in effect during the full term of this lease or any extensions thereof. Such insurance shall contain a waiver of subrogation provision or endorsement under which the insurer waives its rights of subrogation against any party to this lease in connection with any loss or damage covered by any such policy.

14. FIRE, EXTENDED COVERAGE: Tenant agrees to purchase and maintain, during the full term of this lease or any extensions thereof, a policy of fire, extended coverage, insurance, which policy shall not be less than 100% of the replacement value of the structure described above and to keep such policy in full force and effect at 100% of the replacement value. The cost of such insurance shall be at the sole cost of the Tenant. Such insurance shall contain a waiver of subrogation provision or endorsement under which the insurer waives its rights of subrogation against any party of this lease in connection with any loss or damage covered by any such policy.

15. ADDITIONAL INSURANCE: In addition to the insurance defined above, Lessor may require the Tenant, to purchase and maintain such additional liability insurance as may be reasonably necessary to protect the public for any negligent acts, errors or omissions of the Tenant during the term of this lease, which insurance shall be described by an addendum to this lease and the cost of such insurance shall be paid, in full, by the Tenant. Tenant shall carry such amounts of personal property insurance coverage as it deems necessary to protect the contents of the boathouse and rowing club facility. Such insurance shall contain a waiver of subrogation provision or endorsement under which the insurer waives its rights of subrogation against any party of this lease in connection with any loss or damage covered by any such policy.

16. INDEMNIFICATION: Tenant will indemnify Lessor, its officers, employees and agents, and save them harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property, or any other liability, arising out of any occurrence in, upon or at the leased premises, for the occupancy or use by Tenant of the leased premises or any part thereof, occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees or members, in the establishment, operation or maintenance of the boathouse and rowing facility, or for any act or omission by the Lessor in furtherance of the interests of the Tenant for any reason in connection with this lease. In case the Lessor, its officers, employees or agents shall be made a party to any litigation commenced by or against Tenant, or by or against Lessor, its officers, employees or agents in furtherance of the interests of the Tenant, then the Tenant shall

protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Lessor in connection with such litigation. Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Lessor in enforcing the covenants and agreements in this lease.

The provisions of this section shall also apply to construction claims, mechanic's liens, and similar claims, actions, demands, liability and expense arising out of construction of the boathouse and rowing club facility.

17. UTILITIES: Tenant shall be solely responsible for and promptly pay all charges for heat, water, gas, electricity or any other utility used or consumed on the leased premises, including any deposits demanded by any utility. Should Lessor elect to supply water, gas, heat, electricity or any other utility used or consumed in the leased premises, Tenant agrees to purchase and pay for same as additional rent at the applicable rates paid by Lessor.

18. ASSIGNMENT AND SUB-LETTING: Tenant will not assign this lease, in whole or in part, nor sub-let all or any part of the leased premises, without prior written consent of the Lessor in each instance.

19. WASTE OR NUISANCE: Tenant shall not commit or suffer to be committed any waste upon the leased premises or any nuisance or any other act or thing which may disturb the quiet enjoyment of any person within 500 feet of the boundaries described above.

20. GOVERNMENTAL REGULATIONS: Tenant shall at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable government authorities, now in force, or which may hereafter be in force, pertaining to the premises, and shall faithfully observe in the use of the premises all applicable municipal regulations and ordinances, and all state and federal statutes now, or which may hereafter be, in force. Such approvals shall include, and this Lease shall be contingent on, if applicable: Section 8-24 review and approval of the Litchfield Planning and Zoning Commission; approval of the Litchfield Inland Wetlands and Watercourses Agency/Commission; approval of the Board of Selectmen; and approval of a Litchfield Town Meeting.

21. DESTRUCTION OF PREMISES: If the leased premises shall be damaged or destroyed by fire, the elements, unavoidable accidents or other casualty, all insurance proceeds payable by reason thereof shall be applied to the repair, reconstruction and renovation of premises, and the rents hereunder shall not be abated. Destruction of the premises shall not abate the rent herein provided.

22. CONDEMNATION: In the event the premises shall be taken, in whole or in part, through the exercise of any power of eminent domain exercised by any state, federal or local municipality having the power thereof, any sums paid by such condemning authority shall be paid to the Lessor and Tenant in proportion to their interests in the leased premises divided by the value of the entire premises.

23. DEFAULT: In the event of any failure of Tenant to pay any rental, or any sum due hereunder, within ten (10) days after the same shall be due, or any failure to perform any of the other terms, conditions or covenants of this lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given to Tenant, or if Tenant shall abandon the premises, then Lessor, in addition to other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and properties from the leased premises without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

24. RIGHT TO RELET: Should Lessor elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may from time to time, without terminating this lease, make such alterations and repairs as may be necessary in order to relet the premises, and relet premises or any part thereof for such term or terms, and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable. Upon each such reletting, all rentals received by Lessor from such reletting shall be applied, first to the payment of any indebtedness other than rent due hereunder from Tenant to Lessor; second to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by the Lessor and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by the Tenant, Tenant shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly.

25. LEGAL EXPENSES OF EVICTION OR REENTRY: In case suit shall be brought for recovery or possession of the leased premises, for the recovery of rent, or any other amount due under the provisions of this lease, or because of the lease or any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Lessor all expenses incurred therefore, including a reasonable attorney's fee.

26. QUIET ENJOYMENT: Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by the Lessor or any other person or persons lawfully or equitably claiming by, through or under the Lessor, subject nevertheless, to the terms and conditions of this lease.

27. OPTION TO RENEW: This lease shall be automatically renewed for two (2) successive terms of five (5) years each on the same terms and conditions as herein provided unless either Party gives written notice to the other party 180 days prior to the expiration date of the term or extended term of its intent to review and renegotiate one or more of the terms of this lease. Said automatic annual renewals shall not, in aggregate, exceed a total of ten (10) years at which time a new lease shall be renegotiated. Should either Party elect not to renew this lease, then the Tenant shall give up and quit the premises on or before the last day of the term or extended term.

28. CONVEYANCE BY LESSOR: In the event that the Tenant shall fail to exercise its option to renew as granted above, and in consideration of the payment by the Lessor of certain construction costs using state grant funds, the Tenant hereby covenants and agrees that upon the expiration of the option period, Tenant shall convey to Lessor, free and clear of all liens, encumbrances and leases, in fee simple absolute, all the right, title and interest in and to premises, upon the payment of \$100.00 consideration at such time.

29. WAIVER: Waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this lease other than the failure of Tenant to pay the regular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of the acceptance of such rent. No covenant, term or condition of this lease shall be deemed to have been waived by either party, unless such waiver be in writing and executed by the party against whom such waiver is asserted.

30. ENTIRE AGREEMENT: This lease, and the schedules and exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understanding between the parties concerning the leased premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them, other than or herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment,

change or addition to this lease shall be binding upon either party unless reduced to writing and signed by both. This lease may be executed in one or more counterparts, with such being equally valid as a single document.

31. NOTICE: Any notice, demand, request or other instrument which may be required to be given under this lease shall be deemed delivered when sent by ordinary United States Mail, postage prepaid, addressed to the Lessor care of its First Selectman, or Tenant care of its then President.

32. PARTIAL INVALIDITY: If any term, covenant or condition of this lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid, or unenforceable, shall not be affected thereby; and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law. Should the length, term or duration of this lease, in any way be in violation of any Statute law or Constitution, be invalid for any reason whatsoever, then this lease shall be deemed a lease from year to year, and all other provisions hereunder shall remain the same.

33. RECORDING: Tenant shall not record this lease without the written consent of Lessor; however, upon request of either party hereto, the other party shall join in the execution of a memorandum of this lease for the purposes of recordation. Such memorandum of this lease shall describe the parties, the leased premises and the term of this lease, and shall incorporate this lease by reference.

34. APPLICABLE LAW, DISPUTES: This lease shall be governed by the law of the State of Connecticut. Any dispute arising hereunder shall, in the first instance, be referred to mediation among representatives of the parties hereto, and if mediation is unsuccessful, then to the court-annexed arbitration program of the Litchfield Superior Court, or by appropriate legal action in the Litchfield Superior Court, if such program is not then in existence.

In witness whereof, Lessor and Tenant have signed and sealed this lease the day and date first above written.

[signature pages follow]



Witnessed:

LESSOR: TOWN OF LITCHFIELD

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Denise Raap First Selectman  
duly authorized

STATE OF CONNECTICUT )

) ss: Litchfield, \_\_\_\_\_, 2023

COUNTY OF LITCHFIELD )

On this the \_\_\_\_ day of \_\_\_\_\_, 2023, before me, Michael D. Rybak, Jr., the undersigned officer, personally appeared Denise Raap who acknowledged herself to be the First Selectman of the Town of Litchfield, a Connecticut municipal corporation, and that she, as such First Selectman being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as First Selectman.

In witness whereof I hereunto set my hand.

\_\_\_\_\_  
Michael D. Rybak, Jr.  
Commissioner of the Superior Court

TENANT: LITCHFIELD HILLS  
ROWING CLUB, INC.

By: \_\_\_\_\_,  
\_\_\_\_\_, President  
duly authorized

STATE OF CONNECTICUT )  
 ) ss: Litchfield, \_\_\_\_\_, 2023  
COUNTY OF LITCHFIELD )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself/herself to be the President of the Litchfield Hills Rowing Club, Inc., a Connecticut non-stock, non-profit corporation, and that he/she, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as President.

In witness whereof I hereunto set my hand.

Commissioner of the Superior Court

### **SCHEDULE A**

244 North Shore Road  
Litchfield, Connecticut  
Assessor's Map No. 064-060-005

All that certain building site shown as "PROP. BLDG. F.F. = 507.0 FOOTPRINT = 5184± S.F." measuring 72' x 72', plus overhang and outside storage so as not to exceed a 74' x 78' leased area as more particularly described on a plan entitled "SITE PLAN PREPARED FOR LITCHFIELD HILLS ROWING CLUB 244 NORTH SHORE ROAD LITCHFIELD, CT Date: FEB. 10, 2009, Scale: 1" = 30', Proj. No.: 09-5181, File No. 5181, Acad No.: 095181SP, Sheet: S1 Revised 3/6/09," prepared by CCA, LLC, 33 Village Green Drive, Litchfield, CT 06759, which plan is to be filed in the Litchfield Town Clerk's Office.

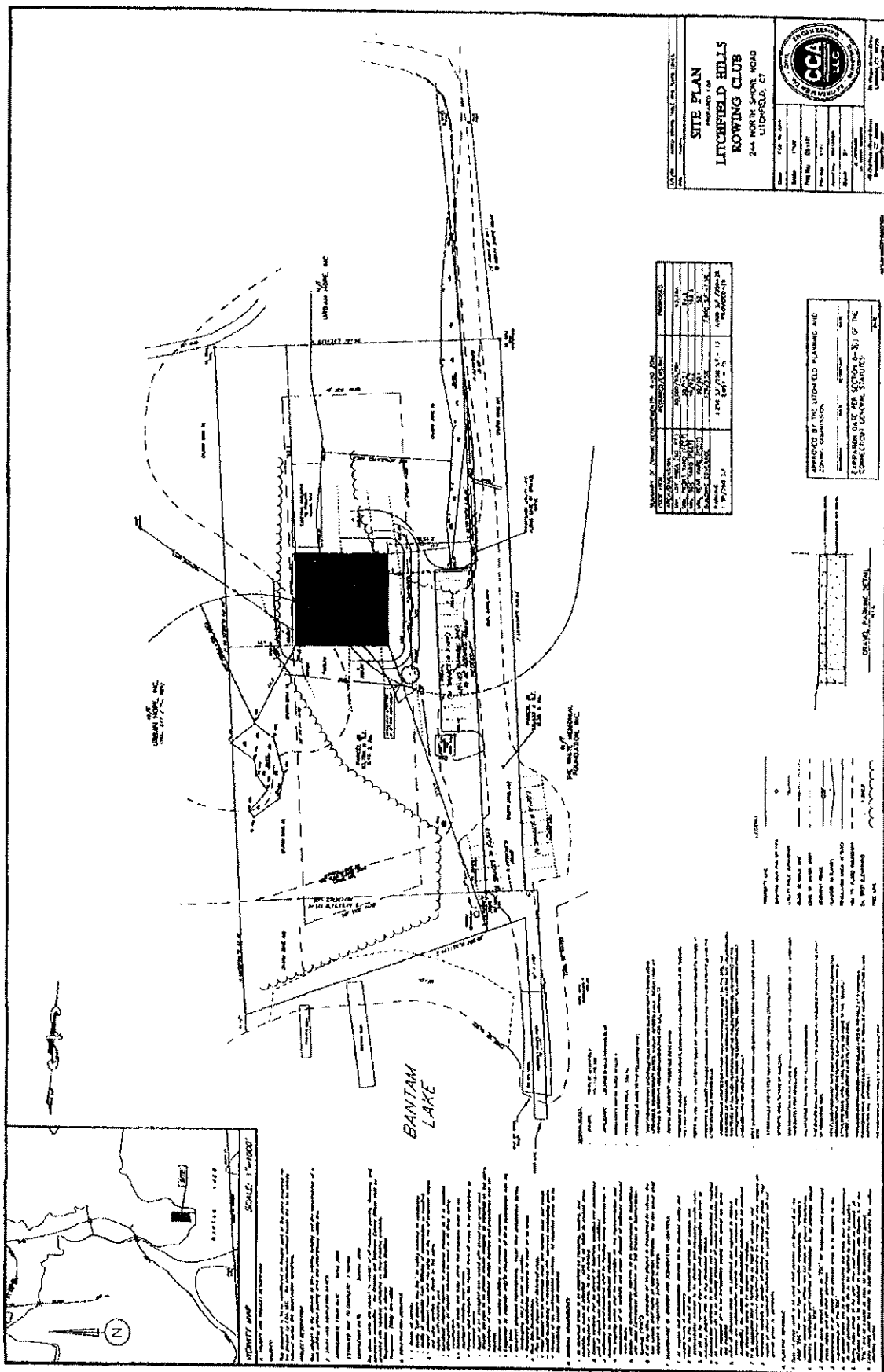
TOGETHER WITH the right to fill, grade, slope and landscape for said building, to construct and maintain a gravel parking area for nonexclusive use, and to install and maintain underground or overhead public utilities and necessary poles, conduits and wires; also the right of driveway access, in common with other users of the Litchfield Town Beach Area, to and from North Shore Road via a 25' right of way as shown on said plan.

SUBJECT TO the following:

1. Any and all laws, ordinances and governmental regulations restricting, regulating or prohibiting the occupancy, use or enjoyment of the land and regulating the character, size or location of any improvements now or hereafter erected on said land.
2. Notes and legends shown on said plan, including flood zone and inland wetland notations.
3. Littoral rights of others, including the State of Connecticut, in and to the waters, shoreline and controlled waterline of Bantam Lake.
4. Terms and conditions for Certificate of Application Approval (site plan) dated March 31, 2009, recorded June 24, 2009, Volume 38, Page 100.

BEING a portion of the premises described in a Quit Claim Deed of The White Memorial Foundation, Inc. to the Town of Litchfield dated July 28, 1958, recorded August 5, 1958 in Volume 115, Page 529, all of the Litchfield Land Records.

# SCHEDULE B

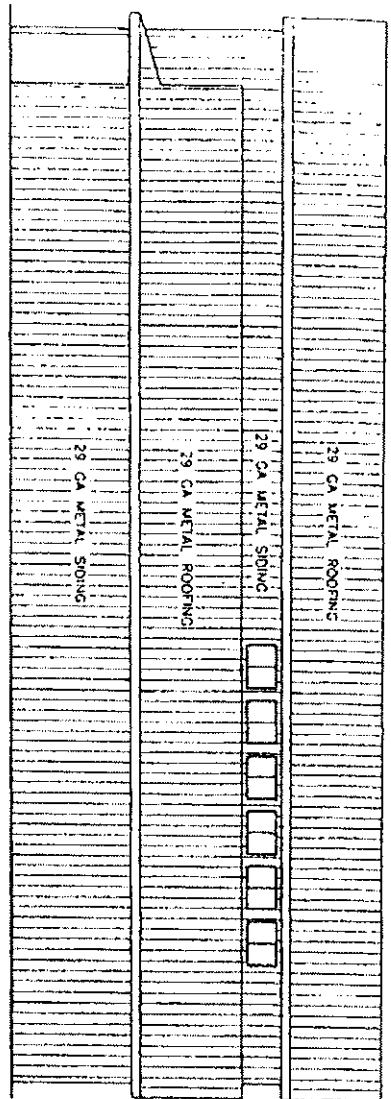


[illegible]

1/8" = 1'-0"

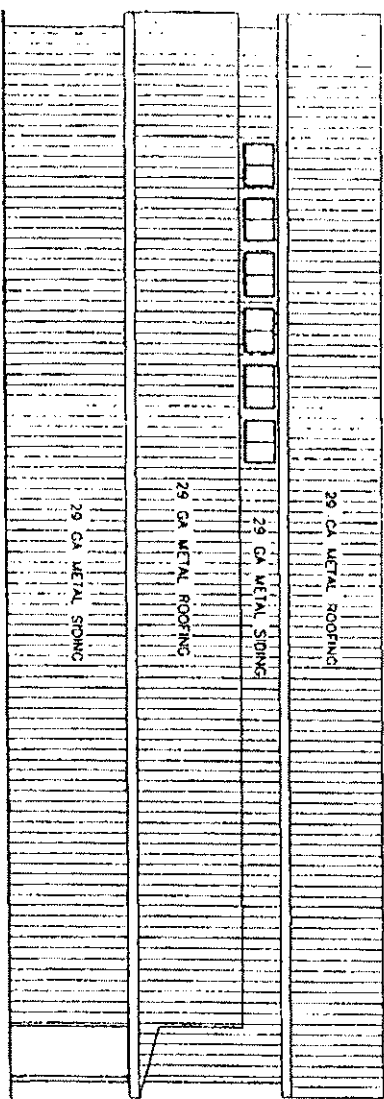
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|-----------------------------|--|--|--|--|--|
| DRAWING TITLE<br>FLOOR PLAN |  | GRABER SUPPLY<br>491 Gap Newport Pike<br>Atglen, PA 19310          |  | OTHER CONTRACTING FIRM:<br>NAME: _____<br>ADDRESS: _____<br>CITY: _____ STATE: _____<br>ZIP: _____<br>PHONE: _____<br>FAX: _____<br>E-MAIL: _____<br>OTHER: _____<br>DATE: _____<br>BY: _____<br>CHECKED: _____<br>APPROVED: _____<br>TITLE: _____ |  |
| DRAWING NUMBER<br>39934     |  | Litchfield Hills Rowing Club<br>North Shore Road<br>Litchfield, CT |  |  |  |
| DRAWN BY<br>ALE             |  |  |  |  |  |
| SCALE<br>AS NOTED           |  |  |  |  |  |
| DATE<br>2 FEBRUARY 2007     |  |  |  |  |  |
| SHEET<br>1                  |  |  |  |  |  |





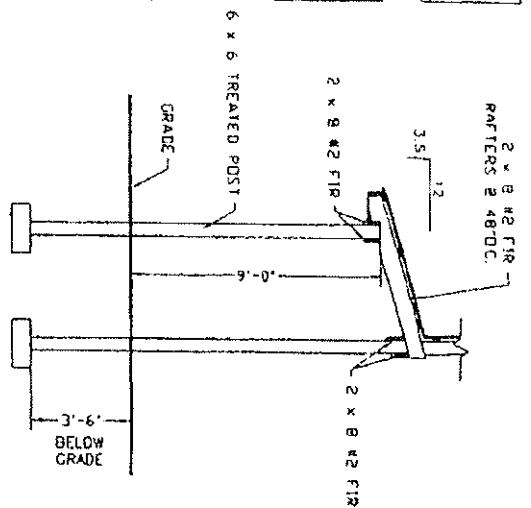
# SIDE ELEVATION

1/8" = 1'-0"



# SIDE ELEVATION

1/8" = 1'-0"



# CROSS SECTION

1/4" = 1'-0"

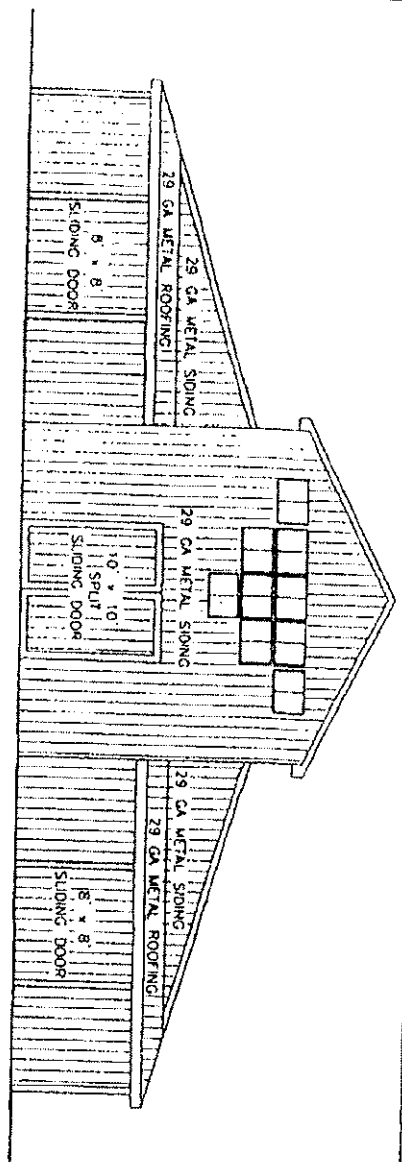
REVISIONS

1. CORRECTION FOR MATERIALS AND DIMENSIONS. ALL DIMENSIONS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS. ALL DIMENSIONS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.

**GRABER SUPPLY**  
 491 Gap Newport Pike  
 Atglen, PA 19310

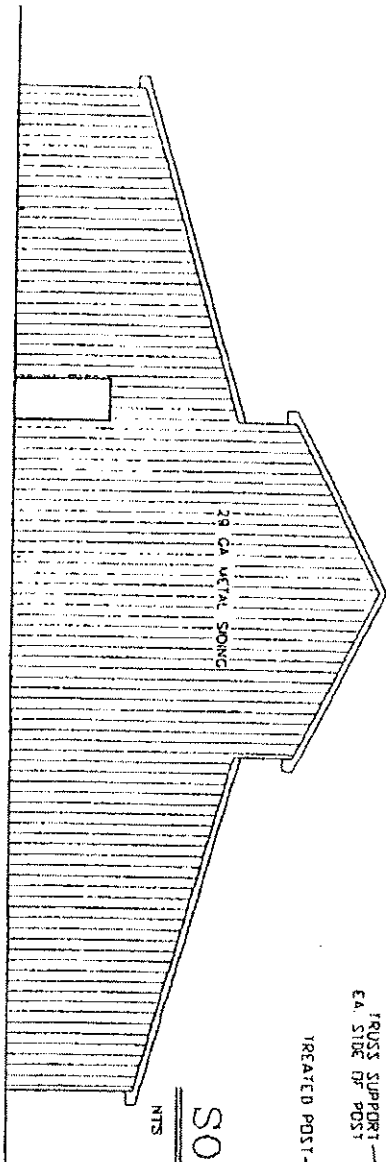
**Litchfield Hills Rowing Club**  
 North Shore Road  
 Litchfield, CT

|                |                 |
|----------------|-----------------|
| DRAWING TITLE  | ELEVATIONS      |
| DRAWING NUMBER | 39934           |
| DRAWN BY       | ALB             |
| SCALE          | AS NOTED        |
| DATE           | 1 FEBRUARY 2007 |
| SHEET          | 3               |



## END ELEVATION

1/8" = 1'-0"

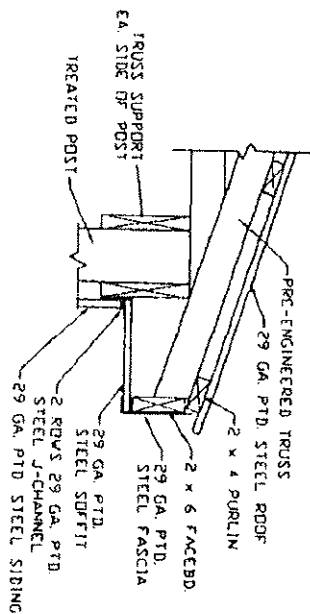


## END ELEVATION

1/8" = 1'-0"

## SOFFIT DETAIL

NTS



### REVISIONS

1. CORRECTIONS TO DRAWING  
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## GRABER SUPPLY

491 Gap Newport Pike  
Atglen, PA 19310

Litchfield Hills Rowing Club  
North Shore Road  
Litchfield, CT

DRAWING TITLE  
ELEVATIONS

DRAWING NUMBER  
3993A

DRAWN BY  
A.B

SCALE  
AS NOTED

DATE  
2 FEBRUARY 2007

SHEET  
1