

- ☐ SUBDIVISION
☐ SPECIAL EXCEPTION
☐ ZONING BOARD OF APPEALS
☐ SITE PLAN REVIEW

8-24

FILE # GS 8-24 2021-7

Please fill out this application in pen only so we will know who you are, what you are applying to do, and how to contact you. With this basic information we will evaluate your project as it relates to City regulations as quickly as possible. Thank you for your cooperation.

GENERAL INFORMATION ABOUT THE PEOPLE INVOLVED

Applicant: City of Middleboro Date _____
 Address: 140 Urban St City Middleboro Phone # () _____
 Email: _____ State _____ Zip _____
 Agent: _____ Cell Phone # () _____
 Address: _____ Phone # () _____
 Email: _____ State _____ Zip _____
 Cell Phone # () _____

WHAT ARE YOU APPLYING TO DO? (CHECK ONE OR MORE)

- ☐ Add an addition to a single/two family dwelling to be used for _____
☐ Construct a single family dwelling (A-2 survey required)
☐ Add an addition to a multi-family or non-residential building to be used for (A-2 survey required)
☐ Convert an existing building from present use as _____ to a new use as _____
☐ Construct one or more new buildings to be used for (A-2 survey required)
☐ Subdivide land into building lots (A-2 survey required)
☐ Change the text of the Zoning Code or amend the Zoning Map
☐ Install a sign
☐ Start a Residential Unit Business Pursuit
☐ Application for Zoning Board of Appeals
☐ Extract Natural Resources like sand or gravel or fill an area
☐ Request for a G.S. 14-54 Location Approval (gen. repairer, used car or new car dealer)
☐ Other 8-24 Lease of 1000 sq ft for BBS Kabin @ 134 Benson St.

FACTS ABOUT LAND PROPOSED FOR USE

Landowner: _____ Location: _____
 Name of Subdivision (if any): _____
 Zone 1RB Tax ID# B05667 Tax Assessor's Map 20 Lot 0323
 Is this project within 500' of a Municipal Boundary? Yes _____ No X
 Is this project located in a FEMA 100 or 500 year flood plain? Yes _____ No X
 Utilities Available: City Water (X); Private Well (); City Sewer (X); Private Septic ()

DESIGN REVIEW BOARD STAFF*

SIGNATURE OF APPLICANT/AGENT**

DATE OF REVIEW/APPROVAL

SIGNATURE OF OWNER**

- ☐ PERMIT NOT REQUIRED
☐ ADMINISTRATIVE APPROVAL
☐ IWWA REVIEW REQUESTED
☐ IWWA PERMIT REQUIRED

SIGNATURE OF IWWA STAFF

**Both signatures required. I certify that the above information and plans submitted are true and correct, and that, if required, an application for an Inland/Wetlands permit has been filed before or on the same day as the filing of this application with the P&Z Commission.

_____ Meets Zoning Requirements

*Signature by the Design Review Board Staff is required for all designs for exterior rehabilitation or new construction in the business zones.

ZONING ENFORCEMENT OFFICER
 DATE OF APPROVED PLANS

Received \$ _____ by _____ check # _____

INITIAL APPLICATION FOR LAND USE

CITY OF MIDDLETOWN
Department of Planning, Conservation, and Development
<http://www.middletownplanning.com>

PO Box 1300
245 deKoven Drive
Middletown, CT 06457-1300
(860) 344-3425

Erosion & Sedimentation Control Compliance Agreement

I, (PRINT NAME) _____ hereby agree that any tree cutting, land clearing, earth excavation, earth filling or any other construction activity associated with an approved permit at:

(PROPERTY ADDRESS) _____

shall be in compliance with a approved plot/site plan as well and the City of Middletown Erosion & Sedimentation Control Guidelines.

I understand that failure to comply with the City of Middletown Erosion & Sedimentation Control Guidelines shall be deemed a violation and shall result in an enforcement action that may include a \$150 per day municipal citation fine and shall preclude zoning approval required for the issuance of a Certificate of Occupancy.

The City of Middletown reserves the right to implement corrective action for Erosion & Sedimentation Control violations, and in such cases will seek reimbursement for expenses related to any corrective action deemed necessary by the City.

Signed: _____

Date: _____

.....
For Office Use Only

SPR# _____

LEASE AGREEMENT
BETWEEN
THE CITY OF MIDDLETOWN
AND

THIS LEASE AGREEMENT made as of the ____ day of _____, 202____, by and between the City of Middletown, with its offices located at 245 DeKoven Drive, P. O. Box 1300, Middletown, Connecticut 06457, hereinafter referred to as the LANDLORD, and Scatz Holy Smokez BBQ & Catering with its offices located at 180 Johnson Street, Middletown, Connecticut, 06457, hereinafter referred to as the TENANT.

WITNESS:

ARTICLE I
Basic Data; Definitions

Section 1.1

The following sets forth basic data, hereinafter referred to in this Lease, and, where appropriate, constitute definitions of the terms hereinafter listed.

TENANT: Scatz Holy Smokez BBQ & Catering

- (a) Present Mailing Address of TENANT:
 180 John Street, Middletown, CT 06457.
- (b) The Demised Premises: The Demised Premises contains 1,000 rentable square feet in the following locations:
 First Floor: Building B-1,000 sqft
- (c) Lease Term: 5 year term. Upon the written request of the TENANT, at least sixty (60) days prior to the expiration of the Term, the LANDLORD, in its sole and absolute discretion, may extend this Lease Agreement for two additional five (5) year terms, provided that the TENANT is not in default of this Lease Agreement, or is not otherwise in default of any taxes or assessment charges due to the City of Middletown. The Rental Rate set forth below in this Section shall be renegotiated and agreed upon in writing by the Parties before the commencement of the additional terms.

- (d) Commencement Date: July 1, 2020.
- (e) Rental Rate: Rent shall be based on the amount of leased square feet of rentable space, as set forth more particularly in the attached **Exhibit B**, and shall be due on the first day of each month subject to a ten (10) day grace period. The TENANT shall be obligated to pay rent in accordance with the following schedule:

Lease Year	Lease Period	Annual Gross Rent	Monthly Rent
Year 1	April 1, 2021 - March 31, 2022	\$ 5,500.00	\$ 458.33
Year 2	April 1, 2022 - March 31, 2023	\$ 5,665.00	\$ 472.08
Year 3	April 1, 2023 - March 31, 2024	\$ 5,834.95	\$ 486.25
Year 4	April 1, 2024 - March 31, 2025	\$ 6,010.00	\$ 500.83
Year 5	April 1, 2025 - March 31, 2026	\$ 6,190.30	\$ 515.86

- (f) Use: Barbecue Kitchen and Food Truck Business
- (g) Operating Expenses: Building operating expenses are included in the rental rates with the exception of all utilities including, but not limited to natural gas, steam, water, electricity charges, heating, cooling, and the like (herein "Utilities"). For those spaces whereby the Utilities are not sub-metered, the LANDLORD has the right to sub-meter any and all Utilities or the LANDLORD shall be able to estimate utilities bases off of use of the space, in the LANDLORD's sole and absolute discretion. If the LANDLORD sub-meters Utilities, it shall provide TENANT thirty (30) days-notice before requiring the TENANT to assume responsibility for said charges.
- (h) Advanced Rent/Security Deposit: Not Applicable (Existing Business).
- (i) In-Kind Rent: ONLY IF APPLICABLE
- (j) Landlord Improvements: ONLY IF APPLICABLE
- (k) Subletting: TENANT will not sublet the Lease in whole or in part without the written consent of the LANDLORD. If the TENANT sublets without the consent of the LANDLORD, the LANDLORD shall have the unilateral discretion to terminate the lease upon thirty (30) days' notice. No subletting shall in any way impair the continuing primary liability of TENANT hereunder, and no consent, if any is given, to any sublet in a particular instance, shall be deemed to be a waiver of LANDLORD'S rights to prevent any assignment as provided herein. TENANT shall be required to sublet at fair market rental value and LANDLORD shall be entitled to receive any excess rentals or other charges payable by the subtenant over

the amounts being paid by the TENANT to LANDLORD, and such sum shall be payable by TENANT as additional rent to LANDLORD on the first of each month, together with TENANT'S monthly rent.

- (l) Parking: The LANDLORD shall designate in writing the number of spaces and location of where TENANT and its employees may park. Long-term parking of vehicles, registered or unregistered, shall require written permission of the LANDLORD. Long-term parking is defined as a period of 30 days or more.
- (m) Capped Remediation Area: Capped Remediation Area: The Tenant is specifically prohibited from placing heavy, static loads on the area highlighted in the attached **Exhibit E** as [REDACTED] or from using the area for anything other than a parking lot for passenger vehicles for itself, visitors, and guests. The TENANT further guarantees that no activity shall result in the damage to the geo-membrane or related cap infrastructure. To the extent that Tenant violates this agreement and uses the aforementioned area for anything other than parking for passenger vehicles, Tenant agrees that it shall be fully responsible for repairing the cap and the lot as required by the City. In addition, Tenant shall defend, indemnify, and save harmless, the City, its officers, agents, servants, and employees from and against any and all claims, liabilities, losses, damages, attorneys' fees, and settlement expenses arising from property damage to the cap or parking lot as a result of the Tenant's misuse of the parking lot as described herein.

ARTICLE II Premises

Section 2.1 – Description of Premises

LANDLORD hereby Leases to TENANT and TENANT hereby Leases from LANDLORD, upon and subject to the terms and provisions of this Lease, the premises, hereinafter referred to as the Demised Premises and storage area, if applicable, as defined in Section 1.1 (c) herein and shown on **Exhibit A** and **Exhibit B**, which has been attached hereto and incorporated herein.

Section 2.2 – LANDLORD'S Reservations

Excepting and reserving to the LANDLORD the roof and exterior walls of the building of which the Demised Premises are a part; and further reserving to the LANDLORD the right to place in the Demised Premises, in such manner as to reduce to a minimum the interference with the TENANT'S use of the Demised Premises, utility lines, pipes and the like, to serve premises other than the Demised Premises, and to replace and maintain and repair such utility lines, pipes and the like in, over and upon the Demised Premises as may have been installed in said building. The LANDLORD shall have free and immediate access to the infrastructure cited in Section 2.1 at all times.

ARTICLE III
Operating Expenses/ Utilities and TENANT'S Contribution

Section 3.1 – Operating Costs

Included in Gross Rent

Section 3.2 – Responsibility for Utilities

The LANDLORD, in its sole and absolute discretion, may sub-meter any Utilities at the Demised Premises, and charge the TENANT for said use at the LANDLORD'S cost. The TENANT shall pay for all the Utility charges associated with the use of the Demised Premises. Please note that open-flame heaters are prohibited.

ARTICLE IV
Use of Premises

Section 4.1 – Permitted Use

It is understood, and the TENANT so agrees, that the Demised Premises and storage area, if applicable, during the Term of this Lease Agreement and any authorized extensions of the Lease shall be used and occupied by the TENANT only for the purposes specified as the use thereof in Section 1.1(g) of this Lease Agreement and for no other purpose or purposes.

Section 4.2 – TENANT'S Alterations and Improvements

The TENANT shall not make any alterations, improvements and/or additions to the Demised Premises without first obtaining, in each instance, the prior written consent of the LANDLORD. LANDLORD agrees in advance to all alterations requested by TENANT to renovate and improve the facility as set forth in the attached document, **Exhibit C**. Also set forth in **Exhibit C** is whether such improvements will need to be removed when this Lease Agreement is terminated. TENANT shall also obtain a building permit(s) and any other applicable construction permits necessary to legally accomplish said alterations, improvements, and/or additions.

By executing this LEASE, TENANT covenants that it has sufficient funds on hand, and has provided proof of said funds to the LANDLORD, to undertake TENANT alterations as displayed in **Exhibit C**. Failure to complete TENANT alterations as displayed in **Exhibit C**, within one year of execution of this lease agreement shall be a default of said LEASE and LANDLORD shall have all remedies as detailed in Section 8.4 of this LEASE.

Section 4.3 – Operational Covenants

The TENANT further agrees to conform to all of the following provisions during the entire Term of this Lease Agreement:

- (a) The TENANT shall always conduct its operations in the Demised Premises under its present trade name unless the LANDLORD shall otherwise consent in writing;

- (b) No auction, fire or bankruptcy sales may be conducted within the Demised Premises without the prior written consent of the LANDLORD. The TENANT'S request for permission must be made at least 30 days in advance of when any such sale occurs;
- (c) The TENANT shall not use the areas adjacent to the Demised Premises for business purposes including but not limited to the distribution of handbills or advertising of any type without the prior written consent of the LANDLORD.
- (d) The TENANT shall not utilize, for any purpose, spaces other than what are allotted as part of this LEASE without written permission from the LANDLORD.
- (e) TENANT hereby agrees to maintain the Demised Premises and operations within in accordance with all State and City of Middletown Health Codes, Building Codes and City Ordinances.
- (f) The TENANT shall receive goods, in such areas, as may be designated by the LANDLORD. All trash, refuse and the like shall be kept in such areas as designated by the LANDLORD and must comply with all appropriate health and building code regulations and rules.
- (g) The TENANT shall not perform any act or carry on any practice which may injure the Demised Premises or any other part of the LANDLORD'S Premises of which the Demised Premises are a part or cause anything beyond reasonable odor or loud noise associated with the uses listed in 1.1(g) or constitute a nuisance or menace to any other occupants or other persons in the Premises, and in no event shall any noises or offensive odors be emitted from the Demised Premises.
- (h) TENANT shall disclose all toxic or hazardous substances used and/or stored within the Demised Premises. TENANT shall provide landlord with the Material Safety Data Sheet (MSDS) as well as a written description of why the material is used and/or stored within the Demised Premises and how the material shall be housed. All hazardous and toxic chemicals MUST be kept in an appropriate storage locker/cabinet and current MSDS shall be maintained on-site by the TENANT at all times. Any spills or releases of hazardous or toxic substances must be reported to the LANDLORD immediately. The LANDLORD reserves the right to terminate the LEASE if it is determined by the LANDLORD that the TENANT is engaged in the misuse, improper storage, or unsafe handling of hazardous or toxic substances within the Demised Premises. The TENANT will indemnify, defend, and save harmless the LANDLORD from any environmental claims, damages, or injury cases arising from the TENANT'S use, storage, or maintenance of hazardous materials in the Demised Premises.

- (i) TENANT agrees to maintain the Demised Premises in a condition suitable and safe for employees in accordance with OSHA standards. The Demised Premises shall remain free of mold or other environmental hazards. The LANDLORD shall be notified immediately about the intrusion of water, mold, or airborne pollutants.
- (j) The TENANT agrees that its employees and others connected with the TENANT'S operations at the Demised Premises will abide by all of the reasonable rules and regulations from time to time established by the LANDLORD.
- (k) The TENANT is responsible for contracting for janitorial services unless otherwise set forth herein.

ARTICLE V

Maintenance

Section 5.1 – TENANT Repair Obligations

Except as specifically provided herein, the TENANT agrees that from and after the date that the possession of the Demised Premises is delivered to the TENANT and continuously throughout the Lease Term, the TENANT will keep neat and clean and maintain in good order, condition and repair, the Demised Premises and every part thereof. The TENANT further agrees that the Demised Premises shall be kept in a clean, sanitary and safe condition and shall in all respects comply with the laws of the State and the ordinances of the City of Middletown and in accordance with all directions, rules and regulations of the Health Officer, Fire Marshal, Building Inspector and all other proper officers of the governmental agencies having jurisdiction over the Demised Premises.

Section 5.2 – LANDLORD Repair Obligations

The LANDLORD agrees to keep in good order, condition and repair foundations and structural portions of the Demised Premises including roof, walls, elevators, exterior glass and glass windows and exterior doors irrespective of which party installed the same. The LANDLORD shall not be responsible to make any other improvements or repairs upon the Demised Premises except as specifically detailed in this Lease Agreement.

ARTICLE VI

Indemnification

Section 6.1 – Indemnification

The TENANT shall at all times during the Term of this Lease Agreement, from and after the date possession of the Demised Premises is delivered to the TENANT, hold the LANDLORD, its officers, agents, servants and employees harmless and indemnified against any and all loss, damage, cost, expense or liability arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the TENANT'S LEASE or use of the Demised Premises or by reason of any act or thing done or omitted to be done in, upon or about the Leased Premises or any part thereof, unless such loss, damage, cost, expense or liability shall be caused by the negligence of the LANDLORD. The TENANT shall hold the

LANDLORD, its officers, agents, servants and employees harmless, indemnified, and free and clear of any and all claims, demands, penalties, liabilities, judgments, costs and expenses, including but not limited to reasonable attorney's fees, arising in connection with the use of the site, Demised Premises, by the TENANT or its employees, agents, guests, visitors, or invitees. For the purposes of this Section, the Demised Premises shall include the service areas adjoining the same and any sidewalk adjacent to the Demised Premises. This indemnification shall survive the termination of this Lease Agreement and shall include indemnity against all costs, expenses and liabilities incurred in connection with any claim or proceeding and the defense thereof, including but not limited to reasonable attorney's fees and court costs.

Section 6.2 – TENANT'S Improvements

The TENANT agrees to use and occupy the Demised Premises and to use such other portions of the Premises as it is herein given the right to use at its own risk. Any work performed by the TENANT shall require building permits from the City of Middletown Building Department. The LANDLORD shall have no responsibility or liability for any loss or damage to the TENANT'S Leasehold improvements or to fixtures or any other personal property of the TENANT or those claiming by, through or under the TENANT. The provisions of this Section shall apply during the entire Lease Term and during any earlier period that the LANDLORD has given prior written permission to the TENANT to enter the Demised Premises.

Section 6.3 – Loss or Damage

Except for claims arising from the LANDLORD's willful misconduct or negligence not covered by the insurances required of the TENANT hereunder, the TENANT waives all claims against the LANDLORD for injury or death to person, damage to property or to any other interest of the TENANT sustained by the TENANT or any party claiming through the TENANT, resulting from: (i) any occurrence in or upon the Demised Premises; (ii) leaking of roofs, bursting, stoppage or leaking of water, gas, sewer or steam pipes or equipment, including but not limited to sprinklers; (iii) wind, rain, snow, ice, flooding, freezing, fire, explosion, earthquake, excessive heat or cold or other casualty; (iv) the operating and mechanical systems or equipment of the Premises or of the Demised Premises being defective, out of repair or failing; and (v) vandalism, malicious mischief, theft or other acts or omissions of any other parties including but not limited to other tenants, contractors and invitees at the Premises. The TENANT agrees that his property loss risks shall be borne by his insurance and the TENANT agrees to look solely to and seek recovery only from his insurance carriers in the event of such losses. The TENANT agrees to waive any and all of its rights to subrogate against the LANDLORD and/or its insurer for any loss, damages or liability resulting in, on, under or around the Demised Premises.

ARTICLE VII
LANDLORD'S Access to Premises

Section 7.1 – Right of Entry

The LANDLORD and its designees shall have the right to enter upon the Demised Premises (a) at any time in the case of an emergency; (b) at all reasonable hours for the purpose of inspecting; or (c) when making non-emergency repairs at a mutual reasonable time while taking care to not harm the operations or assets of the TENANT. If repairs are required to be made by the TENANT pursuant to the terms of this Lease Agreement or if the TENANT is required to perform any other obligation under this Lease Agreement, the LANDLORD may demand that the TENANT make such repairs or perform such obligation forthwith. If the TENANT refuses or neglects to commence such repairs or perform and complete the same with reasonable dispatch, after such demand, the LANDLORD may, but is not required so to do, make or cause such repairs or performance to be done and shall not be responsible to the TENANT for any loss and/or damage that may accrue as a result thereof. If the LANDLORD makes or causes such repairs or performance to be done, or endeavors so to do, the TENANT agrees that it will forthwith, on demand, pay to the LANDLORD the cost thus incurred, and if the TENANT shall be in default of such payment, then the LANDLORD shall have its remedies provided herein.

ARTICLE VIII
Miscellaneous Provisions

Section 8.1 – Insurance

TENANT shall, at its expense during the term hereof, maintain insurance for the Leased Premises in accordance with the requirements set forth in **Exhibit D** and deliver to LANDLORD without demand a Certificate of Insurance form showing said coverage.

TENANT further agrees, in the event of any loss, to waive all rights of subrogation against the LANDLORD.

In addition to the foregoing, LANDLORD requires TENANT, at its expense during the term hereof, to maintain adequate property insurance, including business income, to cover tenants own interests. In the event that the TENANT elects to not maintain such insurance, the TENANT understands and agrees that pursuant to Section 6.3 of this Agreement, the TENANT waives all claims against the LANDLORD that would otherwise have been covered by such insurance. TENANT further agrees, in the event of any loss, to waive all rights of subrogation against the LANDLORD.

Section 8.2 – Notices.

Notices to be given by one party to the other under this Lease shall be in writing, mailed or delivered as follows:

If to the LANDLORD: City of Middletown
 Attn: Director
 Planning, Conservation and Development Office
 245 DeKoven Drive
 Middletown, CT 06457

If to the TENANT:

 180 Johnson Street
 Middletown, CT 06457

Mailed notice shall be sent by United States Certified or Registered Mail, postage prepaid. Such notices shall be deemed to have been given when mailed.

Section 8.3 – Condemnation

If all or any part of the Leased Premises is taken by eminent domain, this Lease shall expire on the date of such taking, and the rent shall be apportioned as of that date. No part of any such award shall belong to TENANT.

Section 8.4 – LANDLORD’S Rights upon Default

In the event of any material breach of this Lease by the TENANT, which shall not have been cured within THIRTY (30) DAYS, then the LANDLORD, besides other rights or remedies it may have under applicable law, shall have the immediate right of reentry and may remove all persons and property from the Leased Premises pursuant to the summary process laws of the State of Connecticut; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the TENANT. If the LANDLORD elects to reenter as herein provided, or should it take possession pursuant to any notice provided for by law, it may either terminate this Lease or may, from time to time, without terminating this Lease, relet the Leased Premises or any part thereof, for such term or terms and at such rental or rentals and upon such other terms and conditions as the LANDLORD in LANDLORD’S own discretion may deem advisable. Should rentals received from such reletting during any month be less than that agreed to be paid during the month by the TENANT hereunder, the TENANT shall pay such deficiency to the LANDLORD monthly. The TENANT shall also pay to the LANDLORD, as soon as ascertained, the cost and expenses incurred by the LANDLORD, including reasonable attorney’s fees, relating to such reletting.

In addition to any material breaching any agreement or covenant set forth in this LEASE, the following shall constitute a default and subject the TENANT to termination of the LEASE:

- (a) Failure on the part of the TENANT to make payment of rent or any other monetary amount due under this LEASE within the prescribed time period.

- (b) With respect to a nonmonetary default under this LEASE, failure of the TENANT to cure the same within thirty (30) days after receiving written notice from the LANDLORD of said default.
- (c) The commencement of any of the following proceedings, with such proceeding not being dismissed within thirty (30) days after it has begun (i) the TENANT hereby created being taken on execution or by other process of law; (ii) the TENANT being judicially declared bankrupt or insolvent according to law; (iii) an assignment being made of the property of the TENANT for the benefit of creditors; (iv) a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer being appointed to take charge of all or any substantial part of the TENANT's property by a court of competent jurisdiction; or (v) a petition being filed for the reorganization of the TENANT under any provisions of the Bankruptcy Code or any federal or state law now or hereafter enacted.
- (d) The TENANT filing a petition for reorganization or for rearrangement under, or otherwise availing itself of any provisions of, the Bankruptcy Code or any federal or state law or hereafter enacted providing a plan or other means for a debtor to settle, satisfy, or extend the time for the payment of debts.
- (e) If the TENANT abandons or vacates the Demised Premises.

Section 8.5 – Quiet Enjoyment

The Landlord agrees that if the TENANT shall pay the rent as aforesaid and remain in compliance with the covenants and agreements herein contained on its part to be performed, the TENANT shall peaceably hold and enjoy the said rented premises without hindrance or interruption by the Landlord or by any other person or persons acting under or through the Landlord.

Section 8.6 – Termination and Surrender upon Termination

- (a) LANDLORD'S Rights to Terminate: If the LANDLORD deems that the TENANT'S conduct could have a negative effect on the reputation of the LANDLORD, has the right, in its sole discretion, to terminate this Lease Agreement immediately. The LANDLORD also shall have the right, in its sole discretion, to terminate this Lease Agreement without cause by giving thirty (30) days written notice to TENANT of such termination specifying the date of such termination.

- (b) Surrender of the Demised Premises Upon Termination: At the end of the Lease term the, TENANT shall surrender the Lease property in as good condition as it was in at the beginning of the term, reasonable use and wear excepted, and it shall be vacated of all property owned or leased by the TENANT. If the TENANT fails to surrender the Lease property in appropriate condition as set forth herein, the LANDLORD shall have all rights and remedies available to it under applicable law, including charging said TENANT for any clean-up or rehab charges or keeping any upfront rent or security deposit to cover said costs.

Section 8.7 – Subordination

This Lease and the TENANT's Leasehold interest is and shall be subordinate, subject and inferior to any and all liens and encumbrances now and thereafter placed on the Leased Premises and all advances paid under such liens and encumbrances.

Section 8.8 – Holdover

No receipt of money by the LANDLORD from the TENANT after the termination of this Lease, the service of any notice, the commencement of any suit or final judgment for possession shall reinstate, continue or extend the term of this Lease or affect any such notice, demand, suit or judgment.

Section 8.9 – Waiver

No waiver of default of the TENANT shall be implied and no express waiver shall affect any default other than the default specified in such waiver and that only for the time and to the extent therein stated. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

Section 8.10 – Exclusivity of Remedies

All rights and remedies of the LANDLORD and the TENANT under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law or statute.

Section 8.11 – Assignment, Provisions Binding

The TENANT shall not assign this Lease without the LANDLORD'S prior written consent, provided that the TENANT and the proposed assignee, including any owner, member, associate, or individual that is a member or officer of the TENANT and the proposed assignee are not delinquent in the payment of any and all taxes, assessments or any other charges levied lawfully against such person or entity by the City of Middletown or any other governmental entity. Any attempt to assign this Agreement in violation of this Section shall render such assignment null and void.

Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit, not only of the LANDLORD and of the TENANT, but also of their respective heirs, legal representatives, successors and permitted assigns, provided this clause shall not permit any assignment/subletting contrary to the provisions of Article 1 or this Section hereof.

Section 8.12 – Entire Agreement

All of the representations and obligations of the LANDLORD and the TENANT are contained herein and no modification, waiver or amendment of this Lease, or any of its conditions or provisions, shall be binding upon the LANDLORD and the TENANT unless in writing, signed by both the LANDLORD and the TENANT.

Section 8.13 – Installments of Rent

The receipt by the LANDLORD of any installment of the Gross Rent shall not be a waiver of any other rental payments then due or of any default of the TENANT hereunder.

Section 8.14 – No Brokerage

The TENANT warrants and represents that he has dealt with no broker in connection with the consummation of this Lease, and in the event of any brokerage claims against the LANDLORD predicated upon prior dealings with the TENANT named herein, the TENANT agrees to defend the same and indemnify the LANDLORD against any such claim.

Section 8.15 – Recording of Lease

At the request of either party, LANDLORD and TENANT shall execute a Notice of Lease in a form prescribed by Section 47-19 of the Connecticut General Statutes for the purpose of giving record notice of the appropriate provisions of this Lease.

Section 8.16 – Requirements of Law

The TENANT shall, at its own expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations of the federal, state and city governments and of all other governmental authorities having or claiming jurisdiction, directly or indirectly over the Demised Premises or appurtenances or any part thereof, including but not limited to, environmental rules, regulations and laws, and hazardous materials rules, regulations and laws.

Section 8.17 – Compliance with Law

The TENANT covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders, and regulations of all state, federal, municipal and local governments.

Section 8.18 – Payment of Taxes

The TENANT shall pay all taxes, if any, herein defined as all general and special taxes, whether ordinary or extraordinary, including existing and future assessments for roads, sewer, utilities, other local improvements, and other governmental charges which may be lawfully charged, assessed, or imposed upon all or any portion of the Demised Premises on both land and all improvements contained therein. Taxes may also be lawfully charged, assessed, or imposed on the Tenant for all fixtures and equipment of every type and also upon all personal property in the Demised Premises. The Tenant shall pay all license fees and other charges which may be imposed lawfully upon the business of the Tenant, which is conducted upon the Demised Premises. LANDLORD SHALL SEND TENANT A TAX BILL FOR THE PORTION OF SPACE IN WHICH THE TENANT IS IN ON A BIENNIAL BASIS. TAXES ARE NOT PART OF THE BASE RENT AS STATED IN ARTICLE 1.1, SECTION (F).

Section 8.19 – Governing Law; Interpretation

This LEASE will be governed and interpreted by the laws of the State of Connecticut, without regard to its conflict of law provisions. To the extent that any court action is permitted consistent with or to enforce any part of this LEASE, the Parties hereby consent to the exclusive jurisdiction of the state and federal courts of the State of Connecticut. Accordingly, with respect to any such court action, TENANT (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction, venue or service of process. Should any provision of this LEASE be declared illegal or unenforceable by any court of competent jurisdiction and such provision cannot be modified to become legal and enforceable, excluding the general release language, such provision will immediately become null and void, leaving the remainder of this Agreement in full force and effect.

Section 8.20 – Waiver of Prejudgment Remedy Hearing and Notice

TENANT ACKNOWLEDGES THAT THIS IS A “COMMERCIAL TRANSACTION” AS SUCH TERM IS DEFINED IN CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED. TENANT ACKNOWLEDGES THAT, PURSUANT TO SUCH SECTION, IT HAS A RIGHT TO NOTICE OF AND HEARING PRIOR TO THE ISSUANCE OF ANY “PREJUDGMENT REMEDY”. NOTWITHSTANDING THE FOREGOING, TENANT, BY EXECUTING THIS LEASE, HEREBY KNOWINGLY AND WILLINGLY WAIVES ALL RIGHTS TO SUCH NOTICE, JUDICIAL HEARING OR PRIOR COURT ORDER UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED, OR AS OTHERWISE ALLOWED BY THE LAW OF ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH PAYEE OR ITS SUCCESSORS OR ASSIGNS DESIRE TO USE IN CONNECTION WITH ANY

SUIT ON THIS CONTRACT, AND AUTHORIZES LANDLORD’S ATTORNEY TO ISSUE A WRIT FOR PREJUDGMENT REMEDY WITHOUT COURT ORDER, PROVIDED THE COMPLAINT SHALL SET FORTH A COPY OF THE WAIVER.

IN WITNESS WHEREOF, the parties have hereunto caused to be set their respective hands and seals on this _____ day of _____, 20__.

Signed, Sealed and Delivered in the Presence of:

LANDLORD, CITY OF MIDDLETOWN

By:
Its: _____, Duly Authorized
Date:

TENANT,

By:
Its: _____, Duly Authorized
Date:

EXHIBIT B – Description of Rentable Space

TENANT will be utilizing 1,000 square feet of space on the first floor of building B. The tenant will have access to the space from the west entrances of the building.

EXHIBIT C – Tenant Alterations

Tenant will be responsible for outfitting the space and utilities and must give property owners plans prior to any work being started. All alterations must be permitted and inspected prior to use.

EXHIBIT D – Insurance Requirements

EXHIBIT E – Map of Parking Site



BBQ Parking Area

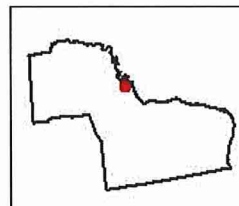
Map generated 2/11/2021

Map Legend: <http://gis.cityofmiddletown.com/middletownct/legend.pdf>
<vision link>

0 0.0125 0.025 0.05 0.075 0.1 1 in = 200 ft

MAP FOR REFERENCE ONLY - NOT A LEGAL DOCUMENT

Because of different update schedules, current property assessments may not reflect recent changes to property boundaries. Check with the Board of Assessors to confirm boundaries used at the time of assessment.



Parking Area in Green

ATTACHMENT "A"- R. M. Keating Historical Enterprise Park Floor Plan- 180 Johnson Street

