

## PARKING SPACES LEASE

(PDHQ Project)

This Parking Spaces Lease (“Lease”) is dated as of October \_\_\_\_, 2023 by and between **254 DANBURY ROAD EAT LLC**, a Connecticut limited liability company (the “Landowner”) and the **TOWN OF WILTON**, a Connecticut municipal corporation (the “Town”).

### RECITALS

- A. Landowner owns the parcel of real estate known as 254 Danbury Road, Wilton, Connecticut and identified in the Town’s tax records as Mblu 57//1// (the “Real Estate”).
- B. A paved parking lot is located on the Real Estate (the “Parking Lot”).
- C. The Parking Lot is shown on that certain aerial image labeled “254 Danbury Road Parking Lot”, attached hereto as Schedule A (the “Aerial View”).
- D. The Town is undertaking a major construction project at its nearby Police Department Headquarters and desires temporary parking spaces while the project is in progress.

NOW THEREFORE, the Landowner and the Town agree as follows.

- 1. **Leased Spaces.** The Town shall have the right to use and occupy up to fifty (50) parking spaces in the Parking Lot (the “Leased Spaces”) and to access the Leased Spaces by passing over the driveway and the Parking Lot for the duration of the Term. The Town shall not authorize or permit anyone to park in the area labeled “Reserved to Landowner” on the Aerial View. The Town’s use and occupancy shall be limited to Monday through Saturday (excluding holidays) between the hours of 6:00 a.m. and 7:00 p.m. (the “Permitted Hours”), provided that up to ten (10) of the Leased Spaces may be occupied by Town-owned passenger vehicles overnight and on weekends (when not in use by Town personnel).
- 2. **Initial Term.** The initial term of this Lease is twelve (12) months, commencing November 1, 2023 and ending October 31, 2024 (the “Initial Term”).
- 3. **Town’s Extension Options.** Upon delivery of notice to the Landowner, the Town shall have three (3) options to extend the term of this Lease (each an “Extension Option”) for a period of two (2) months (each an “Extension Term”) on the same terms and conditions as apply during the Initial Term. The Initial Term and each Extension Term are referred to, collectively, as the “Term”. Exercise of each Extension Option shall be automatic unless the Town delivers notice to the Landowner prior to the last day of the Initial Term or then current Extension Term, as applicable.
- 4. **Landowner’s Termination Option.** If the Landowner decides to develop the Real Estate, the Landowner may terminate this Lease upon at least three (3) months’ notice to the Town.

5. **Rent.** The Town shall pay the sum of One Thousand and 00/100 Dollars (\$1,000.00) per month as rent for the Term. Payments during the Initial Term shall be \$3,000.00 due on the first day of each calendar quarter (November 1, February 1 and May 1 and August 1) in advance. For each Extension Term, payment of \$1,000.00 is due on the first day of the Extension Term in advance.
6. **Permitted Use.** The Town shall use the Leased Spaces only for parking by Town employees and personnel associated with the Police Headquarters construction project. The Town will not authorize or permit the use of the Parking Lot for laydown or staging.
7. **Condition, Damage and Repair.** The Town accepts the Leased Spaces AS IS. Landowner will be responsible for maintenance and repair of the Parking Lot except that the Town will be responsible for snow plowing at the Town's expense (using Town personnel). The Town will be responsible for damage to the Parking Lot caused by the negligent acts and omissions of its employees, agents and contractors. The Town will keep the Leased Spaces free of trash and rubbish. The Town will deliver the Leased Spaces to the Landowner upon the expiration of the Term or termination of this Lease free of trash and rubbish and in their current condition, reasonable wear and tear excepted.
8. **Insurance.** The Town will maintain its customary property and casualty insurance coverages for the duration of the Term.
9. **Indemnification.** The Town will indemnify and hold harmless the Landowner from and against all losses, claims, causes of action, judgments, awards, costs and expenses (including, without limitation, reasonable fees of attorneys and expert witnesses) caused by the negligent or intentional acts and omissions of Town employees and the individuals authorized by the Town to park their vehicles in the Parking Lot pursuant to this Lease.
10. **Notices.** All notices under this Lease shall be in writing and shall be delivered personally or by certified mail, return receipt requested, to the addresses set forth below or to any other address provided by a party in a notice to the other. Notice by e-mail will satisfy this requirement only if receipt of the e-mail message is acknowledged by reply e-mail address.
  - a. Notices to the Town shall be sent to: First Selectwoman, Town of Wilton, 238 Danbury Road, Wilton, CT 06897.
  - b. Notices to the Landowner shall be sent to: Mr. William D. Earls, 16 Deerfield Road, Wilton, CT 06897.
11. **Counterparts.** This Lease may be executed in one or more counterparts, each of which will be deemed to be an original of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Lease and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Lease as to the parties and may be used in lieu of the original Lease for all purposes.

12. **Miscellaneous**. This Lease shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The Town shall not assign its rights or obligations under this Lease or sublet the Leased Spaces without the written consent of the Landowner, which consent shall not be unreasonably withheld. This Lease may be amended only by a written agreement signed by representatives of the Town and the Landowner.

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WHEREUPON the parties have set their hands on the date indicated on the first line of Page 1.

254 DANBURY ROAD EAT LLC

Signature \_\_\_\_\_

Name William D. Earls

Title Manager

TOWN OF WILTON

Signature \_\_\_\_\_

Name Lynne Vanderslice

Title First Selectwoman

*{Signature page to Parking Spaces Lease}*