

## LEASE AGREEMENT

This Lease Agreement (the "Lease") is dated as of January \_\_\_\_, 2024 (the "Effective Date"), by and between the **TOWN OF EASTON** (the "Town") and **NEW ENGLAND PRAYER CENTER, INC.** ("NEPC"). NEPC and the Town are each sometimes referred to below as a "Party" and collectively as the "Parties". This Lease is personally guaranteed by the founders of NEPC, Daniel Blaze and Gina Blaze. Daniel Blaze and Gina Blaze are sometimes referred to collectively as the "Blazes" and respectively as "Daniel" and "Gina".

### 1. Description, Background and Prior Leases.

a. Description of Parcel and Structures. This Lease relates to portions of the parcel at 18-22 South Park Avenue, Easton, Connecticut (the "Parcel"). The Parcel consists of approximately 29.6 acres of land and various buildings, barns and accessory structures. NEPC and the Blazes currently occupy the building on the Parcel known as the *Residence* (the "Residence"). In addition to occupying the Residence, NEPC and the Blazes currently use the barn situated north of the Residence (the "North Barn"), the barn situated southeast of the Residence (the "South Barn") and the residential building situated southeast of the Residence, referred to at the *Cottage* (the "Cottage") for storage of various items of personal property. In addition to occupying the Residence and storing personal property in the North Barn, South Barn and Cottage, NEPC and the Blazes also use the driveway leading from South Park Avenue to the Residence (the "Driveway") and the parking area adjacent to the Residence (the "Parking Area"). The Residence, North Barn, South Barn, Cottage, Driveway and Parking Area are indicated on the map of the Parcel attached as Schedule A (the "Map").

b. Occupancy, Use and Negotiations. The Blazes' occupancy of the Residence and use of the North Barn, Cottage, Driveway and Parking Area originated at a time when the Blazes (or members of the Blazes' extended family) owned the Parcel and predates the Town's acquisition of the Parcel. Prior to August 23, 2010, the Blazes' occupancy and use was strictly residential in nature. On November 22, 2006, NEPC was formed as a Connecticut non-stock tax-exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as may be amended from time to time and the corresponding provisions of any future United States Internal Revenue law, that provides a gathering place for individuals and groups seeking a place for prayer, worship and spiritual growth and, more specifically, strengthening the Body of Christ in New England, as set forth in NEPC's Certificate of Incorporation (hereinafter the "Certificate of Incorporation"). Pursuant to the Town's Planning and Zoning Commission Minutes entitled "Resolutions of Approval New England Prayer Center, Special Permit #SP-10-01 (Amended and Adopted August 23, 2010)" (hereinafter referred to as the "P&Z Approval"), NEPC has been operating at the Residence while also utilizing the Driveway and Parking Area. On May 28, 2008 (approximately six weeks prior to the date that the Town acquired the

Parcel<sup>1</sup>), the Town and NEPC entered into a Lease and Purchase Option Agreement (the “2008 Lease”). Under the 2008 Lease, in addition to offering prayer, worship and spiritual services through NEPC, Daniel and Gina used the Residence as their personal home. The 2008 Lease expired on October 8, 2014. Since October 8, 2014, NEPC’s and the Blazes’ occupancy of the Residence and use of the North Barn, South Barn, Cottage, Driveway and Parking Area has been on a month-to-month basis. For several months leading up to the signing of this Lease, the terms of NEPC’s and the Blazes’ continued occupancy and use have been the subject of negotiations between the NEPC and the Blazes (and NEPC’s and the Blazes’ attorneys) and the Town (and the Town’s attorneys). NEPC, the Blazes and the Town recognize that the Residence and Driveway require ongoing maintenance and repairs and that the North Barn, South Barn and Cottage are not in habitable condition, have no heat or electricity, and are suitable only for limited and temporary storage. The negotiations centered on how to resolve the conflict between NEPC’s and the Blazes’ desire for continued occupancy of the Residence and use of the Driveway and Parking Area and the Town’s countervailing desire to avoid future expenditure of public funds for ongoing maintenance and repairs of the Residence. [The Town has no plans for future use of the Residence.] This Lease is the product of the negotiations and reflects the terms of the compromise reached by NEPC, the Blazes and the Town. NEPC’s and the Blazes’ acceptance of financial responsibility for ongoing maintenance and repairs was a material inducement to the Town to enter into this Lease, without which the Town would not have entered into this Lease.

c. Prior Lease Documents. NEPC, the Blazes and the Town agree that the 2008 Lease expired as of October 8, 2014 and that the terms of the 2008 Lease are no longer binding upon or enforceable by NEPC, the Blazes and the Town. NEPC and the Blazes also agree that that certain Residential Lease Agreement dated May 10, 2015 (the “Unsigned 2015 Lease”) was never executed and is, therefore, not a binding contract. This Section 1(c) shall survive the expiration or termination of this Lease.

d. Mutual Releases. NEPC, the Blazes and the Town hereby waive and release each other from any and all liability with respect to any and all claims and causes of action in law and equity arising out of or under: (i) the 2008 Lease; (ii) the Unsigned 2015 Lease; (iii) acts and omissions of each other and of each other’s employees, officers, directors, elected and appointed officials, contractors, agents and representatives at any time prior to the Effective Date; and (iv) the Blazes’ and NEPC’s occupancy and use of any and all buildings and structures on the Parcel, including the Residence, North Barn, South Barn, Cottage, Driveway and Parking Area, at any time prior to the Effective Date. Without limiting the generality of the foregoing, NEPC, the Blazes and the Town waive and release each other from any and all claims and causes of action related to maintenance and repair of, or deferral of maintenance and repair of, the Residence, North Barn, South Barn, Cottage, Driveway and Parking Area. This Section 1(d) shall survive the expiration or termination of this Lease.

e. Acknowledgements as to Legal Representation and Commercial Use.

---

<sup>1</sup> The Town acquired title of the Parcel by Warranty Deed from an un-related party (Running Brook Farm, LLC) recorded on the Land Records on July 11, 2008.

NEPC and the Blazes acknowledge that NEPC and the Blazes have had legal representation in connection with the negotiation of this Lease and that NEPC and the Blazes have consulted with their attorneys prior to signing this Lease. Further, NEPC and the Blazes acknowledge that, due to the historical, current and future involvement of NEPC, this Lease has a commercial aspect and is not strictly residential in nature. Accordingly, NEPC and the Blazes agree that Connecticut General Statutes Section 42-151, et seq., the so-called Plain Language Law, does not apply to this Lease. If NEPC, the Blazes or the Town raise a claim that a provision or provisions of this Lease are unclear, inconsistent or ambiguous, NEPC and the Blazes agree that there shall be no presumption against the Town as the 'drafter' of the Lease.

## **2. Lease and License.**

a. The Town leases to NEPC the Residence, Driveway and Parking Area. NEPC agrees that the Residence, Driveway and Parking Area shall be used by NEPC only for carrying out its prayer, worship and spiritual services, as further set forth in the Certificate of Incorporation and as permitted by the P&Z Approval, and as a dwelling for Daniel and Gina. NEPC agrees not to authorize or permit anyone other than Daniel and Gina to reside or stay in the Residence, except for occasional visits by guest speakers and the Blazes' friends and family not to exceed one month in duration. The Parties acknowledge and agree that, since improvements and construction of a prayer center will not happen, certain conditions in the P&Z Approval relating thereto, including proposed plans, on-site sewage disposal and storm water mitigation and underground utilities, are not applicable and the Town will not take any action to enforce those conditions of the P&Z Approval.

b. Upon the observance and performance of all the covenants, provisions and conditions on NEPC's part to be observed and performed, NEPC shall peaceably and quietly hold and enjoy the Residence, Driveway and Parking Area for the Term without hindrance or interruption by the Town or any person claiming by or through the Town, except as expressly provided in this Lease.

c. The Town grants to NEPC a temporary and revocable license to continue to store the items of personal property currently stored by NEPC and/or the Blazes in the North Barn and the Cottage (the "License"). NEPC agrees not to add to the items of personal property currently stored in the North Barn and the Cottage. NEPC agrees to remove from the North Barn and the Cottage all of the personal property stored by NEPC and the Blazes as soon as reasonably possible. NEPC and the Blazes accept all risks associated with entering the North Barn and the Cottage and removing personal property from the North Barn and the Cottage. If NEPC fails to remove all of the personal property stored by NEPC and the Blazes from the North Barn and the Cottage within a reasonable period of time, the Town may, in its discretion, deliver a Notice to NEPC establishing a reasonable deadline for removal of the personal property, and, upon expiration of that deadline, if NEPC has not removed the personal property, then the Town may, upon delivery of Notice, revoke the License, remove the personal property and dispose of the personal property. Revocation of the License shall not be deemed or construed as a partial eviction

from the Residence or termination of the Lease. NEPC and the Blazes waive and release the Town from any and all claims, damages and causes of action associated with revocation of the License, including any damage to personal property that may occur if the Town removes and disposes of the personal property.

**3. South Barn.** NEPC agrees to remove all of NEPC's and the Blazes' personal property from the South Barn within one (1) week of the Effective Date. NEPC and the Blazes accept all risks associated with entering the South Barn and removing NEPC's and the Blazes' personal property from the South Barn. NEPC and the Blazes waive all future rights to use of the South Barn for storage or otherwise.

**4. Term.** The term of this Lease (the "Term") begins on the Effective Date and ends on the second anniversary of the Effective Date unless extended pursuant to Section 6.

**5. Early Termination.** Notwithstanding Section 4, the Term will automatically expire upon the first to occur of the following: (a) the date that neither Daniel nor Gina is using the Residence as his or her principal residence regardless of whether or not NEPC is continuing to conduct worship, prayer and spiritual services in the Residence under the leadership and direction of Daniel, Gina or any other individual; or (b) the date that NEPC attempts to assign this Lease or sublet all or any portion of the Residence without the prior Consent of the Town's First Selectman. If NEPC ceases its operations, including conducting worship, prayer and spiritual services in the Residence (*for example, if Daniel and Gina retire from public ministry*), but either Daniel or Gina continues to use the Residence as his or her principal residence, then the Term will not automatically expire under this Section 5 and this Lease shall continue with Dniel and/or Gina as tenant.

## **6. Extensions and Inspection Protocol.**

a. For purposes of this Lease: (a) "Extension Period" means the two (2) year period beginning on the Anniversary Date and each two (2) year period thereafter; (b) "Anniversary Date" means January \_\_\_\_, 2026, January \_\_\_\_, 2028, January \_\_\_\_, 2030, et cetera; (c) "Building Official" means the Town's Building Official, provided that, at the request of NEPC, the Town will arrange for the Building Official of the Town of Monroe to perform the inspection and reporting services with no undue influence by the Town's Building Official.

b. Prior to the Effective Date, the Building Official conducted an interior and exterior inspection of the Residence. A copy of the Building Official's inspection report is attached as Schedule B (the "Baseline Report"). NEPC shall, at NEPC's cost and expense, complete the repair work described in the Baseline Report within three (3) months of the Effective Date.

c. On or before the date that is three (3) months prior to the Anniversary Date, the Building Official will contact NEPC to arrange for an interior and exterior inspection of the Residence. NEPC will allow the Building Official to enter the Residence for

purposes of the inspection. Within two (2) weeks of the inspection, the Building Official will deliver to NEPC a written report describing conditions that, in the reasonable judgment of the Building Official, require repair or maintenance work such that, if left unattended, the conditions will result in a health or safety concern. The Building Official shall not include in the report a condition that is merely cosmetic or affects only the physical appearance of the Residence unless the condition will, if left unattended, result in a health or safety concern. If any of the conditions identified by the Building Official are described as presenting an urgent health or safety concern (“Urgent Repair Work”), NEPC must complete the Urgent Repair Work and schedule a reinspection by the Building Official prior to the Anniversary Date. *Examples of Urgent Repair Work, include replacing broken window glass, remediating flaking lead paint and repairing a leaking roof.* If NEPC completes the Urgent Repair Work to the reasonable satisfaction of the Building Official prior to the Anniversary Date, then the Town will deliver to NEPC Notice that the Term has been extended for one Extension Period (an “Extension Notice”). With respect to all conditions identified by the Building Official other than Urgent Repair Work, NEPC must complete the repair work and schedule a reinspection by the Building Official by the date that is two (2) months after the Anniversary Date or such later date as may be specified by the Building Official. Notwithstanding, NEPC shall not be required to initiate maintenance or repair work to bring the residence into compliance with current codes unless a Building Permit is required for the work. *For example, NEPC shall not be required to install GFI outlets in a bathroom unless the Building Official’s report identifies needed repair work in the bathroom and a Building Permit is required for repair work in the bathroom.* All maintenance and repair work shall be completed at NEPC’s sole cost and expense.

d. The inspection, report, repair and extension protocol described in Section 6(c) shall be repeated every two (2) years, provided that, in no event shall the Term be extended beyond January \_\_\_, 2034. Nothing in Section 6(c) or this Section 6(d) shall be interpreted as precluding the Town from conducting an interim inspection of the Residence within the two (2) year period described in Section 6(c) and this Section 6(d) if the Town reasonably determines that an interim inspection is necessary.

e. The Town reserves the right to decline to extend the Term and to terminate this Lease effective immediately upon delivery of Notice if NEPC fails to complete repair work within the applicable time limit prescribed above in Section 6(c).

## **7. Physical Condition, Maintenance and Repairs.**

a. NEPC acknowledges that NEPC is thoroughly familiar with the state of maintenance and repair of the Residence, Driveway and Parking Area. NEPC acknowledges that the Residence requires maintenance and repairs, including replacement of windows and siding. NEPC accepts the Residence, Driveway and Parking Area in an **AS-IS CONDITION**. Notwithstanding anything in this Lease to the contrary, if the septic system requires repair or replacement, the Town will undertake the repair or replacement work at the Town’s expense.

b. NEPC accepts financial responsibility for all maintenance and repairs to the Residence, Driveway and Parking Area and agrees to undertake, complete and pay for all maintenance and repair work with reasonable diligence. NEPC acknowledges that NEPC's acceptance of financial responsibility for maintenance and repairs was a material condition of the Town's agreement to enter into this Lease with NEPC. Without limiting the generality of the foregoing, NEPC acknowledges that the Town will not be responsible for repairing any structural systems and components (*for example, roof, foundation, walls*), electrical systems and components (*for example, circuit breakers, wiring and fixtures*), plumbing systems and components (*for example, water supply lines, waste lines, faucets and toilets*) or heating systems (*for example, oil burner and radiators*) or systems or components that are damaged, fail, wear out, or are otherwise in need of repair. NEPC agrees to use reasonable efforts to identify items of needed maintenance and repair work that arise in the interim between inspections by the Building Official under Section 6(c) (*for example, repairs necessitated by wind or storm damage*). NEPC's responsibilities under this Section 7(b) are not limited to items identified by the Building Official under Section 6(c).

**8. Rent.** NEPC agrees to pay monthly rent as follows: \$3,000.00 by the first day of each month in advance for the initial twenty five (25) months. Beginning with the twenty sixth (26<sup>th</sup>) month, the monthly rent will be \$3,500.00. If the Term is further extended, then the monthly rent will increase by three percent (3%) effective as of each January \_\_\_\_\_. NEPC shall deliver all rent payments to the Office of the Finance Department, Town Hall, 225 Center Road, Easton, CT 06612.

**9. Security Deposit.** A security deposit in the amount of Seven Thousand Dollars (\$7,000) is due upon signing this Lease (the "Security Deposit"). Interest will not be credited to the Security Deposit. The Security Deposit is intended to make sure that NEPC completely performs all of its promises and obligations in this Lease. Upon termination or expiration of this Lease, if NEPC is not in default of any of NEPC's obligations, the Town will, within one (1) month after the termination or expiration date, deliver to NEPC the unexpended amount of the Security Deposit without interest.

**10. NEPC's Promises and Obligations.**

a. NEPC shall pay the rent on time and without demand.

b. NEPC shall pay all utility and service charges for the Residence, including, as applicable: heating oil, heating system maintenance, telephone, cable or satellite television, water, sewer, internet service, natural gas, propane, electricity, fire/security alarm, trash removal, and recyclables removal.

c. NEPC shall use only Connecticut licensed and insured contractors for the performance of maintenance and repair work.

d. NEPC shall timely pay all contractors who have performed maintenance or repair work properly completed and indemnify and hold harmless the Town with respect to any and all claims by such contractors for non-payment or late

payment.

e. NEPC shall remove all garbage, dirt, ashes, refuse and waste from the Residence and properly dispose of those items.

f. NEPC shall keep the shrubs and bushes in the area identified on the Map as *Yard and Grounds* neatly trimmed and the lawn neatly mowed. NEPC is permitted to remove dead, unthriving or grossly overgrown shrubs and bushes.

g. NEPC shall not use the Residence, Driveway or Parking Area for storage of chemicals or hazardous substances except for ordinary household cleaning products in the Residence in amounts typically used for cleaning a home.

h. NEPC shall keep the area identified on the Map as *Yard and Grounds* free from unreasonable accumulations of leaves, branches, and debris, including fall and spring clean-up, in cultivated areas.

i. NEPC shall keep the Driveway and Parking Area free from unreasonable accumulations of snow and ice.

j. NEPC shall make no alterations in the Residence, Driveway or Parking Area without the prior Approval of the Town's Building Official. Any alterations and improvements built or placed on the Parcel shall be the property of the Town.

k. NEPC shall not cause or permit any waste or injury to the Residence, Driveway or Parking Area.

l. NEPC shall, at NEPC's expense, make all repairs necessary to keep: the Residence in a safe and habitable condition; the Residence's roof, windows, doors and siding weather tight and free of leaks; and the Residence's heating, electrical and plumbing systems in operating condition.

m. NEPC shall comply with all laws of the State of Connecticut and any and all rules, ordinances and regulations of the Town, as may relate to occupancy of the Residence and use of the Driveway and Parking Area. NEPC shall be responsible for all fines, penalties and costs for any actual or threatened violation of any such laws, rules, regulations and ordinances.

n. NEPC shall not assign this Lease. NEPC shall not sublease all or any part of the Residence.

o. NEPC shall not use or permit the Residence to be used except as a private residence of Daniel and Gina and for operation of the NEPC. The Residence shall not be used for any hazardous activity or for the purpose of carrying on any business, profession or trade except for the activities of NEPC.

p. NEPC shall not authorize or permit anyone other than Daniel and Gina to take up residence in the Residence for a period of more than two weeks without obtaining the prior Consent of the Town's First Selectman.

q. NEPC shall not permit the Residence to remain unoccupied for more than one (1) month at one time without prior notice to the Town's First Selectman and the Approval of the Town's First Selectman, which Approval shall not be unreasonably withheld, and shall be permitted in connection with any work or repair NEPC performs which reasonably requires NEPC to vacate the Residence.

r. NEPC shall permit the Building Official and other elected and appointed officials of the Town to enter the Residence at reasonable times and at reasonable hours, provided that reasonable advance notice is given, to inspect the Residence, and further provided that inspections shall be scheduled so as to minimize interference with the operation of NEPC. NEPC will not unreasonably deny the Town's agents the right to enter the Residence for purposes of inspection. The Town's agents may enter the Residence at any time in case of emergency, in which case, the Town will make its best efforts to give NEPC advance notice. As it relates to inspections, notice may be given by the Town by telephone, text message or e-mail.

s. Upon the termination of this Lease or NEPC's occupancy of the Residence, NEPC shall surrender the Residence to the Town in AS-IS CONDITION.

t. The Town acknowledges that all light fixtures and appliances are the property of NEPC or Daniel and Gina. NEPC shall be responsible for maintaining all fixtures and appliances in good order and repair, at NEPC's expense. NEPC may replace any light fixture or appliance as it chooses and, upon termination of this Lease, NEPC or Daniel and Gina shall be entitled to remove them, provided that all exposed wires are secured and pipes capped.

u. NEPC shall maintain, throughout the Term, liability insurance for the benefit of both NEPC and the Town in the amount of \$500,000/\$1,000,000. The policy shall name the Town as an additional insured. The policy is also subject to prior Approval of the Town's First Selectman, which Approval will not be unreasonably withheld. NEPC shall deliver to the Town's First Selectman, a certificate of insurance prior to execution of this Lease and a new certificate upon each renewal of NEPC's insurance policy.

## **11. Town's Promises and Obligations.**

a. The Town represents that it has good right and title to Lease the Residence, Driveway and Parking Area to NEPC.

b. The Town acknowledges that NEPC shall have the right to conduct the usual and customary religious and spiritual activities and services of the NEPC throughout



the Term.

c. If the Residence is partially damaged or totally destroyed by fire or other causes, the Town may elect to terminate this Lease. Otherwise, the Town shall make repairs as speedily as possible, at the Town's expense, subject to availability of insurance proceeds, and there will be an abatement of rent for the time during which NEPC is unable to occupy the Residence.

d. If the Residence is rendered unusable by fire or other casualty, NEPC may vacate the Residence and terminate this Lease. If NEPC decides to terminate this Lease, NEPC must deliver Notice within three (3) weeks after vacating that NEPC is terminating the Lease. The Town shall then adjust the rent proportionately.

**12. Termination.** The Town shall have the right to terminate this Lease if:

a. NEPC fails to make any payment of rent by the tenth (10<sup>th</sup>) day of the month;

b. The Residence is partially damaged or totally destroyed by fire or other causes; or

c. NEPC fails to comply with any other promise, obligation or condition described in this Lease within three (3) weeks of receiving Notice of NEPC's failure to comply with the promise, obligation or condition.

**13. Provisions Related to Termination.** If the Town waives any default by NEPC, that waiver will not affect the Town's rights upon a subsequent default. If NEPC is in default under this Lease or if NEPC remains in occupancy after the termination or expiration of the Lease and if the Town refers the matter to an attorney, NEPC will pay the Town's reasonable attorneys' fees. NEPC will also pay the Town all of its other collection costs and expenses. If the Town has the right to terminate this Lease, then the Town may recover possession of the Residence in accordance with the laws of the State of Connecticut. Upon termination of this Lease, NEPC shall have the right to remove any fixtures or appliances from the Residence at NEPC's expense. Any fixtures or appliances left behind by NEPC when NEPC vacates the Residence shall automatically become the property of the Town and may be disposed of as the Town desires, in the Town's sole discretion.

**14. Indemnification.** NEPC shall indemnify and save harmless the Town from any and all claims against the Town arising from any accident, injury, or damage whatsoever caused to any person or to the property of any person and occurring during the term of this Lease if the accident, injury or damage results, or is claimed to have resulted from any negligent, reckless or willful acts or omissions of NEPC, NEPC's agents, contractors, invitees, visitors or guests.

**15. Abandonment.** Except in the case of repair work required under Section 6, if NEPC shuts off the electricity to the Residence or vacates the Residence for a period of

more than one (1) month, the Town may, at its option, enter the Residence by any means without being liable for any prosecution for such entering, and without becoming liable to NEPC for damages or for any payment of any kind whatever. If the Town's right of re-entry is exercised following abandonment of the Residence by NEPC, then the Town may consider any personal property belonging to NEPC and left in the Residence to also have been abandoned, in which case the Town may dispose of all such personal property in any manner the Town deems proper and is hereby relieved of all liability for doing so.

**16. Examples and Italics.** In order to illustrate the operation and effect of certain provisions of this Lease, italicized examples are sometimes used. Italicized examples are provided for convenience only, not for emphasis. Examples found in this Lease shall not be construed as overriding the meaning of the words in the section or sections in which the examples or italicized words are found.

**17. Language Conventions.**

a. References to "months" in this Lease (*for example, six (6) months after the Effective Date*) refer to calendar months regardless of whether the month consists of 28, 30 or 31 days. *For example, six months after January 15 will be deemed to be July 15.*

b. References to "weeks" in this Lease refer to seven consecutive days, including Saturdays, Sundays and legal holidays.

c. References to "days" in this Lease refer to any day, inclusive of Saturdays, Sundays and days on which banks are closed in the State of Connecticut.

d. Unless otherwise indicated, the words "include", "includes" and "including" mean "include but are not limited to", "includes, but is not limited to", "including, without limitation" or "including, but not limited to" as applicable in the context of the clause or provision.

**18. Miscellaneous.**

a. This Lease may be enforced against NEPC's successors.

b. As used in this Lease, "Consent" and "Approval" mean only consent or approval in writing.

c. If a Party is delayed in, hindered in, or prevented from, performing any act required under this Lease, except for the payment of money, by reason of strikes, lock-outs, labor troubles, pandemic, inability to procure materials, failure of power, riots, terrorism, insurrection, war or other reason of a like nature not the fault of the Party whose act is delayed ("Force Majeure"), then as long as the Party whose act is delayed is using best efforts to avoid the delay and the effect of the Force Majeure, then performance of such act shall be excused for the period of the delay.

d. Notices to NEPC shall be valid only if in writing and hand delivered or

sent to NEPC at the address of the Residence, 22 South Park Avenue, Easton, CT 06612. Notices to the Town shall be valid only if in writing and hand delivered or sent to Office of the First Selectman, Town Hall, 225 Center Road, Easton, CT 06612.

e. 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 lease 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.

f. This Lease will be governed by the laws of the State of Connecticut.

g. This Lease contains and embodies the entire agreement between the Parties and supersedes any and all prior negotiations, agreements and understandings, written or oral, formal or informal, all of which are deemed to be merged into this Lease and this Lease may not be changed orally or by any agreement between the Parties unless in writing, signed and acknowledged by the Parties or their successors.

*{This space intentionally left blank. The next page is the signature page.}*

IN WITNESS WHEREOF, the undersigned have set their hands on the date(s) indicated below, notwithstanding that the effective date of this Lease is the Effective Date indicated on Page 1.

**NEW ENGLAND PRAYER CENTER, INC.**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF EASTON**

Signature: \_\_\_\_\_

Name: David Bindelglass

Title: First Selectman

Date: \_\_\_\_\_

**The undersigned unconditionally guaranty the punctual payment when due of all obligations of NEPC to the Town under the Lease and under any amendment, modification, renewal, extension, substitution or replacement of the Lease and acknowledge and accept all of the covenants, representations and conditions in the Lease that refer to them by name, including, without limitation, the covenants and representations in Section 1.**

**DANIEL BLAZE**

**GINA BLAZE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_




Date: \_\_\_\_\_

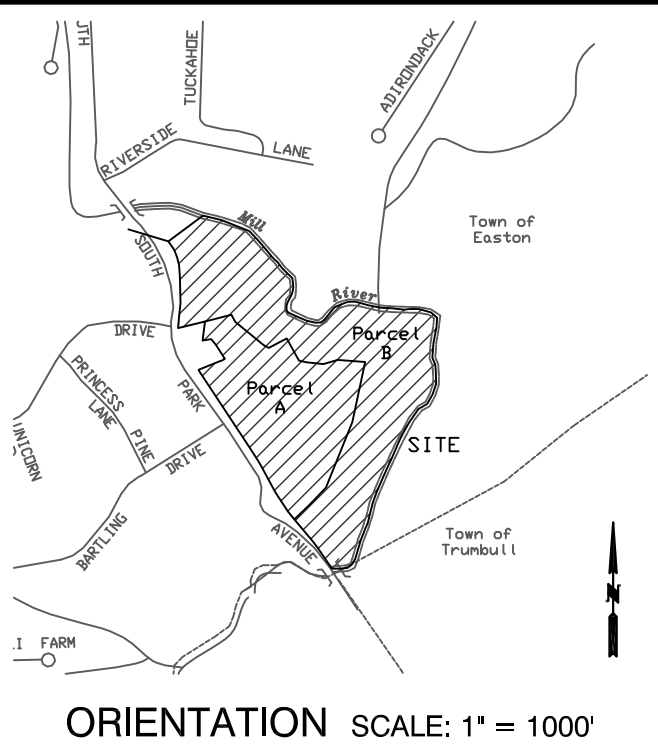
Date: \_\_\_\_\_

*{Signature page to Lease Agreement}*



1. References:
  - A. Record Map 1698 entitled "Property Survey - Alta/Acsm Land Title Survey, Map of Property to be Conveyed by: Running Brook Farm, LLC To: The Town of Easton, 18 & 22 South Park Avenue, Easton Connecticut." Scale 1" = 100', dated December 12, 2003; last revised October 12, 2005; prepared by Milione & MacBroom.
  - B. Map entitled "Property Survey - Alta/Acsm Land Title Survey, Blaze Property, 18 & 22 South Park Avenue, Easton Connecticut." Scale 1" = 224', dated June 28, 2001; prepared by Milione & MacBroom.
  - C. Record Map 204 entitled "Property Reserve In Easton Conn. For Dr. Patrick Sprovero." Scale: 1"= 60', dated Nov. 1945; prepared by W.B. Palmer Co.
  - D. Record Map 1727 entitled "Compilation Plan of Town of Easton Map Showing Easement Acquired from Town of Easton by The State of Connecticut Department of Transportation Bridge No. 01029 Route 59 over Mill River." Scale: 1" = 60', dated February 2010; prepared by the State of Connecticut Department of Transportation.
- E. Owner of Record: Town of Easton, Warranty Deed Vol. 627 Pg. 167
- F. Riparian rights of others in and to Mill River

- ## LEGEND
- |   |                         |
|---|-------------------------|
| ----- 270 -----   | Existing Contour        |
| x 271.1   | Existing Spot Elevation |
|  | Utility Pole            |
| .....   | Edge Of Wetlands        |
| -----   | FEMA Flood Line         |
|  | Chainlink Fence         |
|  | Split Rail Fence        |
| MW  | Monitor Well            |



THIS DRAWING AND DETAILS ON IT, AS AN INSTRUMENT OF SERVICE  
IS THE PROPERTY OF OCHMAN ASSOCIATES, INC.  
AND SHALL NOT BE LOANED, COPIED OR REPRODUCED  
WITHOUT THE WRITTEN CONSENT OF OCHMAN ASSOCIATES, INC.

NO.	DATE	REVISION
1.		
2.		
3.		
4.		
5.		
6.		
7.		

- PREPARED FOR -  
**TOWN OF EASTON**  
18 & 22 SOUTH PARK AVENUE  
EASTON, CONNECTICUT  
ASSESSOR MAP 5502D & 5513B • LOT 3

SHEET 1 OF 1

COMMENCE: 11/2021	FB: 170 PG: 1-
DRAWN BY: MVB	PROJECT NO.: 1163
CHECKED BY: MAO	DWG NO.: 24-

SCALE: 1" = 100'

TO MY KNOWLEDGE AND BELIEF, THIS SURVEY  
AND MAP IS SUBSTANTIALLY CORRECT AND HAS  
BEEN PREPARED IN ACCORDANCE WITH SECTIONS  
20- 300B-1 THRU 20-300B-20 OF THE REGULATIONS  
OF CONNECTICUT STATE AGENCIES "MINIMUM  
STANDARDS FOR SURVEYS AND MAPS IN THE STATE  
OF CONNECTICUT" ADOPTED JUNE 21, 1996.

IT IS A **PROPERTY SURVEY** BASED ON A **DEPENDENT RE-SURVEY** CONFORMING TO HORIZONTAL ACCURACY CLASS A-2.

IT IS A PROPERTY SURVEY BASED ON A DEPENDENT  
RE-SURVEY CONFORMING TO HORIZONTAL ACCURACY  
CLASS A-2.

**PROGRESS PRINT**  
- DECEMBER 10, 2021 -

MARK A. OCHMAN, PE LS, CT LICENSE #24913  
NOT VALID WITHOUT A LIVE SIGNATURE & EMBOSSED SEAL

January 5, 2024

David Bindelglass, First Selectman  
225 Center Rd.  
Easton, CT 06612

Re: Blaze residence 22 South Park Ave.

Dear Dr. Bindelglass,

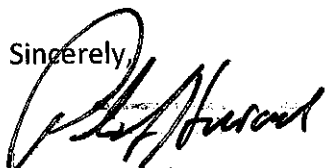
I have completed two site visits to the house at 22 South Park Ave. The house is in average to good condition overall. The interior is a bit antiquated but in very good condition. All mechanical equipment and appliances appear to be in good working order and do not show any signs of failure in the near future.

The exterior of the house is generally in fair condition. Some windows do not operate as they should but are sufficiently weather tight. The siding shingles on about 60% of the building are in good condition. The south end of the house needs repair that consists of rotted trim and window sills, rotted shingles with signs of water intrusion causing some rotted framing members and plywood sheathing and possible some interior boards. Aside from some minor superficial rot and decay on the exterior trim and the bay window, most other areas of the exterior are in acceptable condition.

These findings are based on a visual inspection only and did not include any removal of material to further investigate the damage to the south side.

I did visit with a contractor for an opinion on the visual damage and a rough estimate for the south side repairs. The estimate does not include new windows. The estimate amount is \$25,000.00 to \$28,000.00. This estimate is based on a visual inspection and may be adjusted upon further investigation.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Howard", written over the word "Sincerely,".

Peter Howard  
Town of Easton, Building Official