

Watertown Parks and Recreation Commission

Crestbrook Park Golf Course Sub-Committee

Regular Meeting

Minutes

DATE: August 6, 2026

TIME: 6:00 PM

LOCATION: Town Hall - Parks & Recreation Conference Room
61 Echo Lake Road
Watertown CT 06795

I. Call Meeting to Order

Sub-committee Chairman Pat Rinaldi called the meeting to order at 6:03 p.m.

II. Roll Call

Members Present: Pat Rinaldi and Al Mickel

Members Absent: Joe McGrail

Others Present: William Donston, Chairman of Parks and Recreation; Michael Ganem,
Director of Parks & Recreation

III. Public Participation – None

IV. Approval of Minutes

Thursday, July 2, 2026. Regular Meeting

Motion: Pat Rinaldi seconded by Al Mickel to approve the minutes of the Regular Meeting of Thursday, July 2, 2026.

Motion passed unanimously.

V. Correspondence – None

VI. Reports:

- A. Chairman – Pat Rinaldi visited the course on July 31, 2026, and noted some of the deficiencies that have been previously discussed.

- B. Director – I have had several meetings with Ray Marks and Marty Byrnes. It's the time of year when we start to plan for the opening of the 2027 season and the corresponding budget and how the budget will impact the golfer's rates.

The director presented the commission with a memo from Town Attorney Paul R. Jessell regarding the assignment of the lease for the restaurant. This memo and corresponding lease assignment, lease extension, and original lease are attached to the minutes.

A motion was made by Pat Rinaldi to recommend the lease assignment to the full commission, seconded by Al Mickel.

Discussion: Al challenged whether the lease and the lease assignment were made available as part of the meeting packet.

Motion passed unanimously

- C. Foreman – No report
- D. Golf Professional – No Report
- E. Restaurant Representative – No report

VII. Old Business: None

VIII. New Business – None

IX. Adjournment

A motion was made by Al Mickel and seconded by Pat Rinaldi to adjourn the regular meeting at 6:53 P.M.

Motion passed unanimously

Respectfully submitted,

Pat Rinaldi -Chairman
Crestbrook Park Golf Course Subcommittee



**SLAVIN
STAUFFACHER
& SCOTT LLC**

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Charles D. Stauffacher
Retired 2014

Sherman R. Slavin 1922-2009

William L. Stevens 1955-2024

MEMO

To: Park and Recreation Commission

From: Town Attorney Paul R. Jessell

Re: Sunset Grill

Date: August 6, 2026

The current Tenant at Sunset Grill has approached the Town requesting that they be permitted to assign the current lease to a new entity. In order to accomplish that, the issue should be reviewed and discussed by the Park and Recreation Commission. If the Commission votes to approve of the assignment, the Commission should refer the matter to the Town Council for final approval. This memo is designed to provide some background and to relate what the Town has been told regarding the effect of this assignment. A copy of the proposed assignment is attached for reference.

By way of background, the initial lease of the restaurant facility at Crestbrook Park was with Ordinary Joes, Inc., of which Joe Romano, Joe Vitone and Steve Martino were principals. The lease was signed in January of 2013. In March of 2014, the Town agreed to an assignment of the Lease to JJST, Inc., of which Steve Martino was the only listed principal, but Joe Romano and Joe Vitone still had some connection with the restaurant.

JJST, Inc., is now asking to be permitted to assign the lease to Sunset Bar & Grille, Inc. Joe Romano and Joe Vitone are listed on the Secretary of the State's website as principals in that business. I am told by their attorney that Steve Martino will still be the majority shareholder at this time, and that two new people, Joseph and Valerie Yankus will be permitted to own a minority holding in the company. Apparently, the plan is that the Yankus's will eventually buy out the other owners after they have shown that they can be successful in running the restaurant. The anticipation is that they will also invest some money into the facility.

It is up to the Park and Recreation Commission whether you want to recommend that the Town permit the assignment. The ownership and operation of the restaurant, at least for the immediate future, will continue to be in the hands of most of the same people who have been involved since 2014. At some point, however, the hope of the current owners is that they can sell the company to the Yankus's, and that they can make the restaurant more successful.

I will say that the form of the assignment is legally sufficient and the assignment itself is permitted so long as the Town votes to approve, and the potential assignee has some proven track record of successful restaurant operation.

If there are other questions, please do not hesitate to call.

ASSIGNMENT OF LEASE AND CONSENT OF LANDLORD

THIS AGREEMENT, made this day of June, 2026, by and between **JJST, INC.** a Connecticut Corporation with its principal place of business at 834 Northfield Road, Watertown, CT 06795 (hereinafter referred to as "Tenant"), **TOWN OF WATERTOWN**, a municipal corporation organized pursuant to the laws of the State of Connecticut located in Litchfield County, State of Connecticut, (hereinafter referred to as "Landlord"), and **SUNSET BAR & GRILLE, INC.**, a Connecticut Corporation with its principal place of business at 805 Main Street, Oakville, CT 06779 (hereafter referred to as "Assignee");

WITNESSETH:

WHEREAS, Landlord has leased a building located at 834 Northfield Road, Watertown, Connecticut (the "Premises") to the Tenant by written lease dated January 9, 2014 (the "Lease") for a term of ten (10) years commencing, January 1, 2014 and ending April 30, 2024 with an Option to Renew for three (3) options to extend the Lease beyond the first option period for additional Five (5) year periods each, from May 1, 2014 to April 30, 2029, from May 1, 2029 to April 30 2024 and from May 1, 2034 to April 30, 2039 years commencing The Premises are further described in the Lease; and

WHEREAS, said lease was assigned from **ORDINARY JOE'S INC.** to **JJST, INC.** by an Assignment of Lease and Consent of Landlord dated March 7, 2014; and

WHEREAS, Tenant is to operate the Premises as a restaurant and/or catering facility and has entered into an agreement with the Assignee to assign all its right, title and interest in said Lease dated January 9, 2014, to the Assignee herein; and

WHEREAS, the Lease requires that the Tenant obtain the approval of the Landlord prior to any assignment of the Lease;

NOW, THEREFORE, the parties agree as follows:

1. For value received, the Tenant hereby assigns to Assignee all of the Tenant's right, title and interest in and to the Lease to become effective as of the date hereof;
2. Landlord hereby consents to the assignment to the Assignee of all of the Tenant's right, title and interest in the Lease.

3. Assignee agrees to assume all of the Tenant's obligations pursuant to the terms of the Lease, and to make payments to, and be bound directly to the Landlord in the same manner as if the Assignee were named as the Tenant in the Lease;
4. If Assignee is in default pursuant to the terms of the Lease, the Landlord may obtain possession of the Premises by serving a Notice to Quit upon Assignee alone, and may proceed against Assignee alone in any action of Summary Process to gain possession of the Premises, it being agreed and understood that the Tenant will no longer occupy the Premises;
5. The Assignee has been given a copy of the Lease and Assignee agrees to abide by and be bound by all conditions therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

ASSIGNEE
SUNSET BAR & GRILLE, INC.

BY _____
JOSEPH ROMANO, PRESIDENT

TENANT
JJST, INC.

BY _____
STEPHEN P. MARTINO, SECRETARY

LANDLORD
TOWN OF WATERTOWN

BY _____
MARK A. RAIMO, TOWN MANAGER

STATE OF CONNECTICUT : COUNTY OF NEW HAVEN

ss. Middlebury

On this the day of June, 2026 before me, the undersigned officer, Personally
Appeared, JJST, INC. by Stephen P. Martino, Its Secretary, (Tenant) Signer and Sealer of the
foregoing Instruments and acknowledged the same to be his free act and deed.

Notary/Commissioner of the Superior Court

STATE OF CONNECTICUT : COUNTY OF NEW HAVEN

ss. Middlebury

On this the day of June, 2026 before me, the undersigned officer, Personally
Appeared, SUNSET BAR & GRILLE by Joseph Romano, President, (Assignee) Signer and
Sealer of the foregoing Instrument and acknowledged the same to be his free act and deed.

Notary/Commissioner of the Superior Court

STATE OF CONNECTICUT : COUNTY OF LITCHFIELD

ss. Watertown

On this the day of June, 2026, before me, the undersigned officer,
Personally Appeared, TOWN OF WATERTOWN, by Mark A. Raimo, Its Town Manager,
Landlord, Signer and Sealer of the foregoing Instrument and acknowledged the same to be his
free act and deed.

Notary/Commissioner of the Superior Court

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE ("Amendment") dated as of the 1st day of May 2024 (the "Effective Date") is entered into by and between the Town of Watertown, (the "Landlord") and IJST, INC., (the "Tenant").

RECITALS:

WHEREAS, Landlord entered into that certain Lease dated January 9, 2013 with Ordinary Joes Inc., which Lease was assigned to the Tenant on March 7, 2014 with respect to the restaurant facility at Crestbrook Park at 834 Northfield Road, Watertown, CT (the "Premises"); and

WHEREAS, the Landlord and the Tenant wish to amend the Lease to among other things, extend the term of the Lease for five years as provided in the original Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

1. **Term**. The term of Lease is hereby extended through April 30, 2029 (the "**Option Term**"). Accordingly, as of the Effective Date, all references in the Lease to the "Termination Date", "scheduled expiration date", "maturity date" or words of similar import shall refer to April 30, 2029 with respect to the Premises.
2. **Basic Rent**. The Basic Rent for the Option Term is as follows:

<u>Period</u>	<u>Annual</u>	<u>Monthly</u>
April 1, 2024 – March 31, 2025	\$49,200.00	\$4,100.00
April 1, 2025 – March 31, 2026	\$50,400.00	\$4,200.00
April 1, 2026 – March 31, 2027	\$51,600.00	\$4,300.00
April 1, 2027 – March 31, 2028	\$52,800.00	\$4,400.00
April 1, 2028 – March 31, 2029	\$54,000.00	\$4,500.00

3. **Conflict**. In the event of a conflict between any of the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control. In all other respects, the terms of the original Lease shall control.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment as of the day and year written below.

Dated: April 13 2024

May

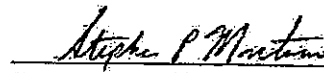
LANDLORD
TOWN OF WATERTOWN



Name: Mark A. Raimo
Title: Town Manager

Dated: April 30, 2024

TENANT
JST, INC.



Name: Stephen Martino
Title: President

LEASE

This LEASE AGREEMENT made and entered into this 9th day of January, 2013, by and between the TOWN OF WATERTOWN, a municipal corporation organized pursuant to the laws of the State of Connecticut and located in Litchfield County, Connecticut, with its principal office at 424 Main Street, Watertown, Connecticut 06795 (hereinafter called LESSOR or TOWN) and ORDINARY JOES INC., a Connecticut corporation with its principal place of business at 253 Buckingham Street, Oakville, CT 06779 (hereinafter called LESSEE)

1. PREMISES

The LESSOR/TOWN does hereby lease unto the LESSEE and the LESSEE does hereby take as tenant the Crestbrook Park Restaurant facility to include all real property, approximately 5,296 square feet, including the outside deck and the entire first and second floors, excepting the public pool facilities, located at Crestbrook Park, 834 Northfield Road, Watertown, Connecticut (hereinafter called the PREMISES).

All improvements and fixtures within the PREMISES, as of the date above written constitute a part of the demised premises.

The LESSEE agrees to incorporate as a part of this lease a comprehensive list of all personal property presently existing at this facility belonging to the LESSEE. Said list to be attached hereto as Schedule A. LESSEE and LESSOR agree that at least annually, they will conduct a review of the premises and make a determination of those items constituting moveable trade fixtures, and those items which have become fixtures belonging to LESSOR.

Also included within the PREMISES under the terms of this Lease is one (1) satellite concession. This concession facility, permanently located and presently known as the "Snack Shack", shall remain in its present location unless or until moved to a different location by mutual agreement of the LESSOR and the LESSEE, and shall serve as a food and beverage concession for the exclusive use of patrons of the Crestbrook Park Golf Course. All provisions of this Lease, including, but not limited to, the provisions concerning changes and alterations and the provisions concerning insurance shall apply equally to the "Snack Shack." No additional rent shall be charged for the "Snack Shack."

2. TERM OF LEASE

The initial term of this lease shall be ten (10) years and four (4) Months commencing January 1, 2014 and terminating April 30, 2024.

Option Terms. Conditioned upon the faithful performance by the LESSEE of its covenants herein, LESSEE shall have three (3) options to extend this Lease beyond the first option period for additional Five (5) year periods each, from May 1, 2024 to April 30, 2029, from May 1, 2029 to April 30, 2034, and from May 1, 2034 to April 30, 2039, provided, however, that the LESSEE shall have notified the LESSOR of its intentions to so extend in writing by certified mail, return receipt requested, at least ninety (90) days prior to the expiration of said original Lease Term.

3. USE OF PREMISES

The demised premises shall be used for a restaurant and/or catering facility conducive to "family dining" and for no other purpose. The LESSEE shall keep the quality of the food and service at the highest obtainable level and shall maintain all areas visited by the public and all areas where food is served, stored and prepared, clean and orderly at all times. However, without limiting the generality of the foregoing, portions of the leased property may be used for the sale of alcoholic beverages for consumption on the premises, and for the sale of tobacco, candy, etc. The LESSEE shall not use or occupy nor permit the leased property or any part thereof to be used or occupied for any disreputable or unlawful use or purpose, nor for any purpose deemed by the TOWN to be disreputable or hazardous.

LESSEE agrees not to overload, damage, deface or alter this facility. LESSEE shall provide the TOWN with plans and specifications for all modifications and/or alterations proposed that in any way affect the real property. LESSEE shall provide the same for any change that will in any way alter the function or appearance of the leased property. LESSEE shall not undertake to construct any such modifications and/or alterations until LESSOR has given its written approval for same, which approval shall not be unreasonably withheld, conditioned or delayed.

If there is a change in LESSEE'S use of the premises or if the addition of new equipment causes the liability or fire insurance rate to become higher than it otherwise would be, the LESSEE shall reimburse the TOWN, as additional monthly rent, for that part of all liability and/or fire insurance premiums, thereafter paid by the TOWN which are increased because of LESSEE'S use. Such determination will be at the recommendation of the TOWN'S insurance carrier.

The LESSEE shall not use nor permit the leased property to be used for any public or private nuisance, nor shall the LESSEE conduct or permit to be conducted any activity on the demised premises in violation of any Federal, State or Local law, regulation or ordinance. No noisy or disorderly conduct or any conduct annoying or disturbing to occupants of other portions of the building or to persons outside the building shall be permitted.

The LESSEE shall not permit "topless" or "bottomless" waitresses or waiters or dancers or patrons, unusually loud and raucous bands or music or any other activity which would be unreasonably offensive to the normal patrons of "quality" restaurants such as is required to be operated at the premises by the provisions of the Lease Agreement.

The LESSEE shall be permitted to have a food catering operation within the premises. No activity at the PREMISES shall interfere with activities the TOWN may have at the Park including, without limitation, general public use of the pool, picnic grounds, tennis courts, or golf course. All fees, rules and regulations at Crestbrook Park shall be fully applicable to patrons of the restaurant and catering facility.

LESSEE shall not receive any group or other reduced rates for those patrons using TOWN facilities, such as, but not limited to, the pool and the golf course.

During the term of this lease, the LESSEE shall have the exclusive right to operate a restaurant and/or catering facility at Crestbrook Park.

Any restaurant, catering or concession function to be conducted by LESSEE outside of the restaurant facility (Premises), shall be done only with the express written consent of the TOWN, which consent shall not be unreasonably conditioned, delayed or withheld, and must be conducted only immediately adjacent to the Leased PREMISES in areas as agreed between the LESSEE and the TOWN.

4. HOURS OF OPERATION

The LESSEE shall operate on the following schedule:

A bar area will be operated during the same hours as the golf course and its related facilities are open as limited by the State of Connecticut Liquor Control Commission regulations concerning the maximum hours of operation for a restaurant/liquor business. Along with the bar area, sandwiches and snacks shall be served during the same hours as the golf course and its related facilities are open as established by the TOWN.

5. RENTAL PAYMENTS

Base Rent for the initial term of the Lease shall be in accordance with the following schedule:

Period	Annual	Monthly
January 1, 2013 through April 30, 2013	\$ 0.00	\$ 0.00
May 1, 2014 through April 30, 2015	\$ 9,000.00	\$ 750.00
May 1, 2015 through April 30, 2018	\$18,000.00	\$1,500.00
May 1, 2018 through April 30, 2019	\$27,000.00	\$2,250.00
May 1, 2019 through April 30, 2024	\$48,000.00	\$4,000.00

Option Periods. Base Rent for each of the Option Periods shall be negotiated at the time of the option, and shall be at market rates as then existing.

LESSEE agrees to pay to the LESSOR at the offices of the LESSOR without any prior demand and without any deduction or offsets whatsoever the base rent during the term of this agreement, in advance, on the first day of each month during the initial term and any option term. A late charge of \$100.00 shall be due if the rent is paid after the 10th of the month. Interest at 12% per annum shall be assessed on all rents over 30 days past due.

6. ACCEPTANCE LESSEE'S WORK - MAINTENANCE OF PREMISES

PREMISES are being leased in "as is" condition, and LESSEE accepts the leased PREMISES and Equipment in its condition at the commencement of the lease term.

LESSEE has agreed that the following work shall be done at its sole cost and expense:

- a. Installation of heating and air conditioning for both floors of the building;
- b. Installation of sufficient hot water heating capability;
- c. Repair of some leaks in the roof - the roof is generally in serviceable condition;
- d. Re-side the building;

- e. Install a well filtration system;
- f. General electrical and plumbing repairs and updates as required, including installation of grease traps.

All such work shall only be performed after LESEE submits plans and specifications therefor and following written approval by the TOWN of the plans and specifications, which approval shall not be unreasonably withheld, conditioned or delayed. All work done by LESEE shall be subject to the provisions of Paragraph 12 of the Lease.

If the leased PREMISES and/or other areas of said PREMISES are damaged in any way due to negligence of the LESSEE, its servants, employees, contractors, agents, visitors, invitees or licensees, the LESSEE shall be responsible for all repairs and corrective action.

At the expiration or termination of this lease agreement, or upon the LESSEE'S vacating of the PREMISES, whichever shall first occur, the LESSEE shall surrender the leased premises with the inclusion of all approved and reimbursed enhancements in as good condition as at the commencement of the lease term, with reasonable allowance for ordinary "wear and use".

LESSEE shall have the use, together with the general public, of all parking lots. LESSOR shall be responsible for clearing snow and ice from lots and driveways and for maintaining the grounds at the park including maintaining bushes and hedges adjacent to the restaurant facility. LESSEE shall be responsible for the removal of snow and ice from all walks and ramps entering and exiting the PREMISES.

So long as LESSEE shall provide the LESSOR with a minimum of two weeks notice of all scheduled events, LESSOR shall make every reasonable effort to remove snow prior to the scheduled event, if possible. Failure to provide prior notice will exempt the TOWN from timely performance.

7. INSURANCE

The LESSEE shall provide comprehensive general liability including products insurance, regarding all claims for property damage or personal injury in the minimum limit of \$1,000,000; property damage liability insurance for all claims arising out of injury to or destruction of property in any one accident in the minimum limit of \$1,000,000; and bodily injury insurance for all claims arising out of personal injury, illness or death in any one accident in the minimum limits of \$1,000,000. The LESSEE shall also maintain a liquor liability ("dram shop") insurance policy at the minimum limit of \$1,000,000. The TOWN shall be named as additional insured on the aforesaid policies. LESSEE shall secure and pay premiums for the policies of insurance with the minimum limits set forth above. Such insurance policies shall be effective throughout the terms of this lease. A certified copy of each such policy or a certificate evidencing the existence thereof shall be delivered to the Chief Financial Officer of the TOWN at the time of execution of this lease. Each such policy or certificate shall name the TOWN as an additional insured and shall provide that the policy may not be cancelled or modified without giving thirty (30) days written advance notice thereof to the Chief Financial Officer of the TOWN. A renewal policy or certificate shall be delivered to the Chief Financial Officer of the TOWN at least thirty (30) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or

become unsatisfactory to the Chief Financial Officer of the TOWN as to form or substance, or if any of the carriers issuing such policy shall be or become unsatisfactory to the Chief Financial Officer of the TOWN, the LESSEE shall promptly obtain a new and satisfactory policy in replacement.

If determined necessary by the TOWN, the LESSEE shall deliver to the Chief Financial Officer of the TOWN, upon demand, the original of any policy required herein for review and upon completion of said review, said policy shall be returned to the LESSEE. Failure of the LESSEE to provide adequate insurance shall result in immediate termination of the lease.

8. DAMAGE AND DESTRUCTION OF PREMISES

In case of damage by fire or other casualty to the PREMISES, if the damage is eighty percent (80%) or more of the PREMISES, this lease shall terminate as of the date of the casualty, and the rent shall be apportioned to the time of the termination. In such event, the LESSEE shall have the right of first refusal to enter into a further lease upon such terms and conditions as the TOWN may determine if the TOWN desires to rebuild the PREMISES. In all other cases where the PREMISES is damaged by fire or other casualty, the TOWN shall repair the damage with reasonable dispatch, and if the damage has rendered PREMISES untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes or other causes beyond the TOWN's control. LESSOR shall not be liable for claims against personal property or lost revenue resulting from such casualty.

Notwithstanding the foregoing provisions, in the event the leased property shall be damaged by fire or other insured casualty due to the fault or neglect of the LESSEE or its servants, employees, contractors, agents, visitors, invitees or licensees, then, without prejudice to any other rights and remedies of the TOWN, the TOWN shall maintain an exclusive right to determine whether or not to repair the damage and if it elects to repair the damage there shall be no apportionment of rent. Additionally, in the event the leased property shall be damaged by fire or other insured or uninsured casualty due to the fault or neglect of the LESSEE or its servants, employees, contractors, agents, visitors, invitees or licensees, the LESSEE shall make the TOWN whole, within thirty (30) days of written request, for all costs paid by the TOWN, whether directly or indirectly associated with the repair, replacement or removal of the leased facility, including but not limited to insurance deductibles.

In the event that the Premises is damaged during the first five years of the Lease such that the Lease is to be terminated, LESSOR and LESSEE shall agree upon an equitable division of insurance proceeds to recompense LESSEE for unrecovered expenditures under Paragraph 6 of this Lease, to the extent LESSEE is not otherwise compensated.

9. DEFAULT BY LESSEE

The following shall constitute default of this Lease Agreement by LESSEE:

- a. Failure to pay rent by the 10th of any month.
- b. Voluntary or involuntary petition in bankruptcy filed against or by the LESSEE.
- c. Abandonment of the leased premises.

- d. Failure to pay utilities as same become due.
- e. Failure to perform any other term, provision or obligation set forth in this lease agreement.
- f. Failure to maintain a valid liquor license and/or to comply with State Statutes and the regulations of the Liquor Control Authority.
- g. Failure to maintain a restaurant license, and/or to comply with any State, Federal or Local law, ordinance or regulation regarding health, food service, etc.

Except with respect to any default under paragraph 9. a., LESSEE shall have a period of thirty (30) days from its receipt of written notice of the default within which to cure such default.

Upon any default by LESSEE which remains uncured within the allowable time, the lease shall automatically terminate and the TOWN shall have all remedies as provided in Connecticut General Statutes, Chapter 830 Title 47a LESSOR and Tenant, as amended.

The Town's waiver of any default by LESSEE shall not constitute a waiver of future default.

If LESSEE defaults with respect to any term or obligation on his part, the TOWN may perform same for the account of LESSEE, and the LESSEE shall reimburse the TOWN for the cost thereof.

The LESSEE shall be responsible for any costs, attorney's fees and legal interest reasonably incurred by the TOWN due to the default of any nature by LESSEE.

10. ASSIGNMENT AND SUBLETTING

The LESSEE may assign this lease and/or sublet the leased PREMISES or any part thereof, only if the TOWN has given its written consent to do so, which consent shall not be unreasonably withheld; AND only if the new lessee or sublet tenant has at least three (3) years experience in operating a restaurant facility, has experience operating a full service liquor bar and is otherwise acceptable to the TOWN in the TOWN'S sole discretion.

11. CATERING AND CONCESSIONS

The LESSOR shall during the term of this lease, allow LESSEE an equal opportunity to quote on catering functions for family and non-family groups using the Crestbrook Park Pavilion. It is understood all groups have the exclusive right to determine who shall cater their functions, which may or may not be the LESSEE. If alcoholic beverages are served at functions catered by LESSEE, a liquor liability insurance policy must be obtained and delivered to the Chief Financial Officer beforehand in the minimum limits provided by State Statutes. This policy must name the TOWN as an additional insured and insurance premiums are to be paid by the LESSEE. The LESSEE agrees to hold the TOWN fully harmless, pursuant to article 14 of this lease, for any claims, which may arise.

The LESSEE must operate a concession stand approved by and in accordance with TOWN standards at the Crestbrook pool during all hours the pool is open.

12. IMPROVEMENTS

No alteration, addition, or improvement to the PREMISES shall be made by the LESSEE without the prior written consent of the TOWN. No such consent shall be given without the prior submission by LESSEE of written plans and specifications for any alteration, addition or improvement. Any alteration, addition or improvement made by LESSEE after the Town's consent shall have been given, and any fixtures installed, as part thereof, except moveable trade fixtures, shall become the property of the TOWN. Any work done shall be performed in a good and workmanlike manner and in compliance with all fire, building and zoning laws and with all other Federal, State and Local laws, ordinances, orders, rules and regulations. At all times when any change or alteration is in progress, there shall be maintained by LESSEE'S at LESSEE'S expense workers compensation insurance at the limits set forth in the Connecticut General Statutes covering all persons employed in connection therewith and general liability insurance for the mutual benefit of the LESSEE and the TOWN expressly covering the additional hazards due to the change or alteration and having the TOWN as an additional insured.

13. CHANGES AND ALTERATIONS

Any alterations approved by the TOWN (hereinafter referred to as "Approved Alterations"), which approval shall not be unreasonably withheld, conditioned or delayed, shall be made on the following conditions:

- before proceeding with any Approved Alteration, LESSEE shall submit to the TOWN for the TOWN approval plans and specifications for the work to be done, and LESSEE shall not proceed with such work until it obtains LESSOR'S approval;
- before proceeding with any Alteration Plan, LESSEE shall additionally provide to Lessor an estimate by a reputable contractor approved by LESSOR;
- LESSEE shall fully and promptly comply with and observe the rules and regulations established by the LESSOR with respect to the making of Approved Alterations;
- the entire cost of the Approved Alterations shall be borne by LESSEE; and
- LESSEE agrees that any review or approval by LESSOR of any plans or specifications with respect to any Approved Alterations is solely for LESSOR'S benefit, and without any representation or warranty whatsoever to LESSEE with respect to the adequacy, correctness or efficiency thereof or otherwise.

LESSEE, at its expense, shall obtain all necessary governmental permits and certificates for the commencement and prosecution of Approved Alterations and for final approval thereof upon completion, and shall cause Approved Alterations to be performed in compliance therewith and with all applicable law and requirements of public authorities and with all applicable requirements of insurance bodies. Approved Alterations shall be diligently performed in a good and workmanlike manner, using new materials and equipment at least equal in quality and class to the better of (i) the original installations of the Building, or (ii) the then standards for the Building established by the LESSOR.

Approved Alterations shall be performed by contractors first approved by LESSOR including but not limited to any Approved Alterations in or to the mechanical, electrical, sanitary, heating,

ventilating, air conditioning or other systems of the Building. Throughout the performance of the Approved Alterations, LESSEE, at its expense, shall carry, or cause to be carried, workmen's compensation insurance in statutory limits and general liability insurance with completed operation endorsements, for any occurrence in or about the Building, under which LESSOR and its agents shall be named as additional insureds, in such limits as LESSOR may reasonably require, with insurers reasonably satisfactory to LESSOR, and shall provide evidence that such insurance is in effect at or before the commencement of Approved Alterations. If any Approved Alterations shall involve the removal of any fixtures, equipment or other property in the PREMISES which are not LESSEE'S property, such fixtures, equipment or other property shall be promptly replaced at LESSEE'S expense with new fixtures, equipment or other property of like utility and at least equal value unless LESSOR shall otherwise expressly consent to the contrary.

LESSEE shall indemnify and save harmless LESSOR from and against any and all mechanics' and other liens and services or materials done for or supplied to LESSEE, or any person claiming through or under LESSEE, including, without limitation, security interests in any materials, fixtures or articles so installed in and constituting part of the PREMISES and against all costs, expenses and liability incurred in connection with any such lien or encumbrance or any action or proceeding brought thereon. LESSEE, at its expense, shall procure the satisfaction or discharge or record of all such liens and encumbrances within a reasonable period of time after the filing thereof.

14. EXONERATION AND INDEMNIFICATION

The LESSEE shall indemnify the TOWN against all liabilities, penalties, damages, judgments, expenses, including without limitation, reasonable attorney fees and judgments, by reason of any injury or claim of injury to person or property, of any nature, arising out of this Lease Agreement including without limitation, claims of the LESSEE'S use, occupation and control of the demised property (including fixtures and personal property used therein); and/or the grounds or other areas adjacent thereto, and claims resulting from any work in connection with any alterations, changes or new construction by LESSEE. LESSEE shall have no obligation to indemnify the TOWN regarding claims caused by the negligence of the TOWN, its agents or employees.

The LESSEE may be subrogated to any rights of the TOWN against any other parties whomsoever in connection therewith. The TOWN shall promptly notify the LESSEE of any claim asserted against the TOWN on account of any such injury or claimed injury to persons or property and shall promptly deliver to the LESSEE the original or a true copy of any summons or other process, pleading, or notice issued in any suit or other proceeding to assert or enforce any such claim. The LESSEE shall have the right to defend any such suit with attorneys of its own selection. The TOWN shall have a right, if it sees fit, to participate in such defense at its own expense.

15. RIGHT OF ENTRY

The TOWN, its agents, independent contractors and/or employees shall have the right to enter the PREMISES at reasonable times during normal business hours in order to examine it, to show

it to prospective LESSEE(s), or to make such decorations, repairs, alterations, improvements, or additions as the TOWN may deem necessary or desirable. The rent reserved shall not abate while any such decorations, repairs, alterations, improvements, or additions are being made as long as they do not unreasonably interfere with LESSEE'S use.

If the LESSEE shall not be personally present to open and permit an entry into the PREMISES at reasonable times during normal business hours when for any reason an entry therein shall be necessary, the TOWN or its agents may enter the demised property by a master key, or may forcibly enter the demised property, without rendering the TOWN or such agents liable therefore, and without in any manner affecting the obligations and the covenants of this lease.

Notwithstanding anything else in this Paragraph 15, the TOWN, acting by its Town Manager and its Purchasing Agent/ Building Supervisor or their appointees, may conduct a complete inspection of the PREMISES at least annually.

16. TAXES AND UTILITIES

a. Taxes and Assessments

LESSEE shall pay all taxes and assessments which, during the term hereof, may become a lien upon or which may be levied upon any taxable interests of the LESSEE acquired under this lease, as well as all taxes on personal property owned by the LESSEE in and about the PREMISES in connection with its services pursuant to this lease agreement.

b. Electric Service

The LESSEE shall be responsible for paying for all electric service for the leased area of the PREMISES. The LESSEE shall have the electrical utilities account in LESSEE's name.

c. Heat -

The LESSEE shall purchase and pay for all heating of the leased premises.

d. Water and Sewer Use Charges

The LESSEE shall pay the Watertown Water & Sewer Authority for all sewer use charges at the restaurant facility.

e. Refuse

The LESSEE shall purchase and pay for all charges for refuse removal from the restaurant facility to include recyclables.

f. Pest and Rodent Control

The LESSEE shall be responsible for pest and rodent control at the LESSEE'S sole expense.

g. Town's Responsibility for Failure to Supply Utilities or Personal Property. The TOWN shall not be liable to LESSEE or any other person or entity for any claim or loss including failure of water supply, heat, oil, electric current or for the failure of any personal property leased herein.

h. Maintenance — Interior

The LESSEE shall be responsible for all interior maintenance of all personal and real property. Maintenance items shall include, but not be limited to, floor maintenance and refinishing, painting, heating and air conditioning, refrigeration, stove, ventilation equipment and related ductwork, fire extinguishers, lighting, telephones, alarms and decorating.

The TOWN shall be responsible for repairs only to fixed equipment, which shall include repairs to exterior shell, roof and structural repairs and replacement of mechanicals including heating, air conditioning and hot water units (after installation by LESSEE under Paragraph 6 hereof).

i. Maintenance — Exterior

The LESSEE shall maintain building perimeter snow removal, sweeping, litter control and general cleanliness on and around exterior entrances, exits, walk paths, porches and decks. The LESSEE shall ensure that all seasonal decorations are removed in a timely manner. The TOWN shall be responsible for all structural and mechanical conditions and/or failures resulting from normal wear. Failure due to neglect, unauthorized modification or lack of LESSEE maintenance shall be the responsibility of the LESSEE.

17. CONDITION

The Lease Agreement shall be conditioned upon LESSEE obtaining an appropriate Liquor Permit from State of Connecticut. The LESSEE shall promptly make all reasonable effort to obtain said Liquor Permit. LESSEE'S failure to obtain said Liquor Permit or LESSEE'S either temporarily or permanently losing its State Liquor license, shall be cause for termination of this lease.

18. COOPERATION

It will be necessary for the LESSEE and his employees to cooperate with and maintain friendly relations with all TOWN personnel.

19. SANITATION

The PREMISES leased to said LESSEE are to be kept clean and in sanitary condition at all times and all rubbish, waste and garbage, wet or dry, must be removed promptly to a regular disposal place outside the PREMISES where they will not be offensive to the public.

In accomplishing this, the LESSEE is fully responsible for the condition of the property immediately surrounding the leased premises but not including any part of the golf course area. The LESSEE will be responsible for the removal of all said garbage once it is properly accumulated in the dumpster. The LESSEE must keep the area surrounding the dumpster free and clear of litter.

The LESSEE must fully comply with all code requirements (including but not limited to Fire Code, Handicapped Code and Health Code).

20. COVENANT OF QUIET ENJOYMENT

Upon the LESSEE'S paying the rent and observing and performing all of the terms, covenants and conditions on LESSEE'S part to be observed and performed, the LESSEE may peaceably and quietly have, hold, occupy and enjoy the PREMISES and all the appurtenances thereto without hindrances or molestation; provided, however, that the TOWN and the TOWN'S agents may examine the PREMISES at any reasonable time. The LESSEE guarantees the quiet enjoyment of the golf course to all persons.

21. MISCELLANEOUS

As used herein "lease term" means the effective period of this lease, whether in its initial term, or any option terms. "Written Notice" shall be deemed to have been duly served if delivered or sent by registered or certified mail return receipt requested to the last business address known to him who gives notice. The notice is deemed given on the date the letter is deposited postage prepaid in the US Mail.

In any litigation that occurs concerning this lease, the prevailing party shall be entitled to court costs, attorney's fees and legal interest for all damages incurred.

This lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provisions of this lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this agreement shall not be affected thereby and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

This lease shall be governed, construed and enforced with the law of the State of Connecticut.

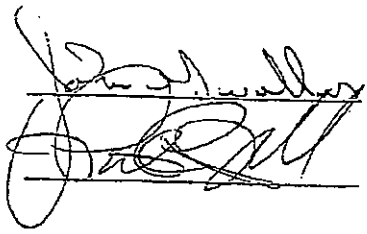
This lease, or memorandum thereof, shall be recorded by the LESSOR in the Watertown Land Records.

This agreement shall inure to the benefit of and be binding upon the heirs, executors, assigns, administrators and successors of the parties.

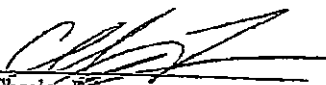
This agreement supercedes all previous written agreements between the parties, which prior agreements shall be of no further force or effect upon execution of this agreement.

Dated as of the date first written above.

Signed in the presence of:

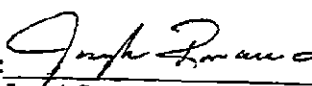


LESSOR — TOWN OF WATERTOWN

By: 
Charles Frigon,
Its Town Manager, duly authorized



LESSEE
ORDINARY JOES INC.

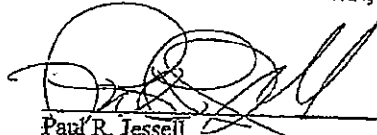
By: 
Joseph Romano,
Its President, duly authorized

STATE OF CONNECTICUT:

: ss. WATERTOWN

COUNTY OF LITCHFIELD:

Personally appeared Charles Frigon, Town Manager of the TOWN OF WATERTOWN, signer and sealer of the foregoing instrument, who, being duly authorized, acknowledged the same to be his free act and deed and the free act and deed of said TOWN OF WATERTOWN, before me ¹⁴¹ day of Jan, 2013.

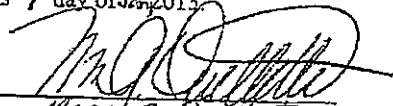

Paul R. Jessell
Commissioner of the Superior Court

STATE OF CONNECTICUT:

: ss. WATERTOWN

COUNTY OF LITCHFIELD:

Personally appeared Joseph Romano, President of Ordinary Joes Inc., signer and sealer of the foregoing instrument, who acknowledges the same to be his free act and deed, and the free act and deed of the said Ordinary Joes Inc., before me this 9 day of Jan, 2013.


MARIE G. OUELLETTE
Commissioner of the Superior Court