

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE ("Fourth Amendment") dated as of _____, 2025 by and between **TOWN OF BRANFORD**, a Connecticut municipality, having an address of 1019 Main Street, Branford, CT 06405 ("**Landlord**"), and **J&J BLASTING CORPORATION**, a Connecticut corporation, with a principal business address of 135 Duck Hole Road, Madison, CT 06443 ("**Tenant**").

WHEREAS, Landlord and Tenant entered into a certain lease dated November 6, 2012 (the "**Lease**") for the use and occupancy of a certain piece and parcel of real property known as Stony Creek Quarry and more particularly described in Exhibit A (PARCEL "B") to the Lease for a term (the "**Term**") commencing on July 1, 2012 (the "**Commencement Date**") and ending at 12 o'clock midnight three (3) years after the Commencement Date on June 30, 2015;

WHEREAS, the parties entered into an Amendment to Lease dated November 24, 2015 (the "First Amendment"), pursuant to which Section 3.2 of the Lease was deleted in its entirety and the term of the Lease was extended for a three-year period commencing on July 1, 2015 and expiring on June 30, 2018. The Lease, as amended by the First Amendment is referred to herein as the "**Amended Lease**";

WHEREAS, the parties entered into a Second Amendment to Lease dated October 15, 2018 (the "Second Amendment"), pursuant to which Section 3.2 of the Lease was deleted in its entirety and the term of the Lease was extended for a three-year period commencing on July 1, 2018 and expiring on June 30, 2021. The Lease, as amended by the First and Second Amendments is referred to herein as the "**Amended Lease**".

WHEREAS, the parties entered into a Third Amendment to Lease dated October 15, 2018 (the "Third Amendment"), pursuant to which Section 3.2 of the Lease was deleted in its entirety and the term of the Lease was extended for a three-year period commencing on July 1, 2021 and expiring on June 30, 2024. The Lease, as amended by the First and Second Amendments is referred to herein as the "**Amended Lease**".

WHEREAS, the parties now wish to enter into a third amendment to the Lease in order to extend the term for three (3) additional years on the same terms and conditions included in the Amended Lease.

NOW, THEREFORE, the parties agree as follows:

1. Landlord and Tenant agree that the Term of the Amended Lease shall be extended for a period of three (3) years, commencing on July 1, 2024 (the "**Renewal Term Commencement Date**") and expiring on June 30, 2027 (the "**Expiration Date**").

2. Except as specifically set forth in this Amendment, all terms used in this Amendment shall have the meanings ascribed to them in the Amended Lease.

3. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Facsimile signatures and electronic signatures shall be deemed to be original signatures and pdf electronic transmissions of any executed counterpart of this Amendment and/or retransmission of any executed facsimile or pdf electronic transmission shall be deemed to be the same as the delivery of an executed original. This Amendment shall not be effective unless and until it has been executed by all of the parties hereto.

Except to the extent modified herein, the Lease between the parties dated November 6, 2012, is hereby ratified and shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed and sealed this Second Amendment to Lease as of the ____ day of _____, 2025.

Witnessed as to Landlord by:

**LANDLORD
TOWN OF BRANFORD**

By: _____
James B. Cosgrove
Its First Selectman
Duly Authorized

Witnessed as to Tenant by:

**TENANT
J&J BLASTING CORPORATION**

By: _____

Its _____
Duly Authorized

STATE OF CONNECTICUT)
) ss: Branford
COUNTY OF NEW HAVEN)

_____, 2025

Personally appeared, James B. Cosgrove, First Selectman of the Town of Branford, signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed.

Commissioner of the Superior Court/
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)

) ss: Branford

COUNTY OF NEW HAVEN)

_____, 2025

Personally appeared, _____, _____ of J&J Blasting Corporation, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed.

Commissioner of the Superior Court/
Notary Public
My Commission Expires:

METES AND BOUNDS DESCRIPTION

CE FILE NO. 2023.064

DATE: December 8, 2023

Schedule A

PARCEL: LEASE PARCEL-B

AREA: 30,798 SQ. FT. or 0.707 ACRES

A certain parcel of land situated in the Town of Branford, County of New Haven and State of Connecticut being more particularly bounded and described as follows:

Beginning at a point on the easterly edge of a travel way at the northwesterly corner of the parcel hereinafter described, said point being North $63^{\circ} - 40' - 01''$ East, 115.25 feet from the intersection of land now of formerly of the Branford Land Trust, Inc., land now of formerly of the Town of Branford and Lease Parcel "C" as depicted on the map hereinafter noted;

Thence running along land now of formerly of the Town of Branford, Quarry Lease Parcel the following two (2) courses and distances:

North $63^{\circ} - 40' - 01''$ East, 73.32 feet to a point; thence

South $27^{\circ} - 44' - 26''$ East, 321.20 feet to an iron pin;

Thence running along lease parcel "C" the following three (3) courses and distances:

South $57^{\circ} - 15' - 31''$ West, 84.65 feet to an iron pin; thence

Along a curve to the right, with a radius of 382.00 feet and an arc length of 185.10 feet to a point; thence

Along a curve to the right, with a radius of 2,760.00 feet and an arc length of 150.29 feet to the point and place of beginning.

The hereinbefore described parcel of land is more particularly depicted on a map entitled: "Data Accumulation Plan Prepared for Town of Branford, Lease Parcels A, B & C, Old Quarry Road, Known as #99 Quarry Road, Branford, Connecticut"; Scale: 1" = 50'; Dated: December 8, 2023 and prepared by Criscuolo Engineering LLC and to be filed in the Branford Town Clerk's office.