



CRAMER & ANDERSON LLP

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Perley H. Grimes, Jr., Esq.  
[pgrimes@cramer-anderson.com](mailto:pgrimes@cramer-anderson.com)

February 12, 2026

Peter Ebersol  
Ebersol, McCormick & Reis, LLC  
9 Mason Street  
Torrington, CT 06790

Via email [pebersol@emlawfirm.com](mailto:pebersol@emlawfirm.com)

Re: Focus 1, LLC Lease and Agreement with Town Of Cornwall

Dear Peter:

In accordance with our agreement, attached hereto please find a revised Option to Lease for your final approval. The new paragraph was added as #8. I am also sending this to Gordon Ridgway, as indicated below, so that if you agree to this final form, he will present it to the Selectmen as previously discussed.

If you have any questions or additional changes are needed, please contact me. Thank you.

Sincerely,

Perley H. Grimes, Jr.  
PHG:pcg  
Attachment

Cc: Gordon Ridgway via email



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[pgrimes@cramer-anderson.com](mailto:pgrimes@cramer-anderson.com)

February 12, 2026

Gordon M. Ridgeway  
Town Of Cornwall  
P.O. Box 97  
Cornwall, CT 06753

Via email [cwlsctmen@optonline.net](mailto:cwlsctmen@optonline.net)

RE: Focus 1, LLC Lease and Agreement with Town of Cornwall

Dear Gordon:

Here are the changes to the Option to Lease requested by Peter Ebersol in this email of February 11<sup>th</sup>. I enclose herewith the revised Option to Lease, along with a copy of my letter to Peter. In addition, I am copying Peter on this letter.

If there are no more changes, I understand you will submit this to a Selectmen's meeting for approval by the Board of Selectman prior to your execution of the final document.

Best Regards,

*Perley*

Perley H. Grimes, Jr.  
PHG:pcg  
Attachment

Cc: Peter Ebersol, Ebersol, McCormick & Reis, LLC, via email

## OPTION TO LEASE

THIS OPTION TO LEASE made this 13 day of February, 2026, by and between **FOCUS 1, LLC**, of 407 Sharon Goshen Turnpike, Town of Cornwall, County of Litchfield and State of Connecticut, acting herein by Erik Tietz, Its Member, hereinafter referred to as "Optionor"; and the **TOWN OF CORNWALL**, a municipal corporation organized and existing pursuant to the laws of the State of Connecticut and located at 24 Pine Street, in the Town of Cornwall, in Litchfield County, Connecticut, hereinafter referred to as "Optionee"; (the use of the masculine gender in the Lease Option shall be deemed to refer to the plural, and vice versa, wherever the context so requires);

WHEREAS, the Optionor owns certain Premises on the north side of Sharon Goshen Turnpike in West Cornwall, County of Litchfield, State of Connecticut, which Premises is more fully described on Schedule A, attached hereto and incorporated herein by reference hereinafter referred to as "the Premises"; and

WHEREAS, the Optionee is desirous of leasing the Premises of the Optionor on the terms and conditions hereinafter set forth;

WHEREAS, the parties agree to this Option to lease said Premises upon the terms and conditions hereinafter set forth;

WHEREAS, the Optionee will deposit with the Optionor \$5,000.00, which shall be credited to the purchase price when a Lease is signed.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That in consideration of Eighty Nine Thousand Two Hundred Dollars and 00/100 (\$89,200.00) ("The Purchase Price"), the sufficiency of which the Optionor does hereby acknowledge, the Optionor will lease to the Optionee (on and subject to the terms

and conditions hereinafter contained), all that certain piece or parcel of land, hereinafter and at all times referred to as "the Premises" located in the Town of Cornwall, County of Litchfield, State of Connecticut, and being more particularly described on the attached Schedule A, which is specifically incorporated herein by reference, subject to, however, any easements, covenants and restrictions set forth on Schedule A or herein after referred to.

2. Optionee, once it receives all approvals reasonable or necessary for the proposed Sanitary Sewerage Disposal Plant on Optionor's premises and a Lease is signed, shall pay Three Thousand Dollars (\$3,000.00) a month rental for the shaded premises on Schedule A for a sanitary sewage disposal facility and parking.

3. The lease shall continue in effect for 50 years from the date of execution.

4. The lease is expressly conditioned upon the acquisition by Optionee of all necessary DEEP or other approvals reasonable or necessary to operate a sanitary sewage disposal facility prior to the payment of the \$89,200.00, which shall be paid when a building permit is issued, and the rental of \$3,000.00 a month. In the event that Optionee does not acquire all necessary approvals within 36 months of signing of this Option, the Optionee may thereafter terminate this Option, which shall then be of no further force or effect (unless the parties agree to an extension of this Option and a certificate of occupancy is granted for the facility) and the Lease shall be of no further force or effect; and the \$5,000.00 deposit shall be refunded.

When all permits are received and the optionee signs a contractor's contract, the \$3,000.00 a month rental payment shall be payable for the months during construction until a certificate of occupancy is obtained; at which time, the \$3,000.00 a month shall cease, and the rental in paragraph five shall commence.

5. Parking. Once construction is completed, the parking spaces can be used non-exclusively by the Tenants of the Optionor's building.

6. Mr. Tietz, an Architect, shall have input on the exterior design of the building so that it fits in with the architecture of the neighborhood and does not detract from his existing building.

7. The wastewater facility must be operated to prevent noise and odors.

8. The Owner of the existing building shown on the plan described on Schedule A shall not have to pay annual sewer use charges.

9. The tie in fee for the sewage system shall be waived for Mr. Tietz' two buildings.

10. The monthly rental for the facility on Optionor's land shall be \$800.00 per month. The initial term shall be for five years with options in Optionee to renew for nine successive five year periods. Each renewal shall include an 8% increase in the prior rent for the next five year extension.

11. The Lease of the Premises under this Option agreement shall be subject to the following:

a. Present and future laws, ordinances, regulations, restrictions, or orders of any federal, state, county or municipal government, or of any public authority, including without limitation, zoning and any other restrictions imposed by governmental authority.

b. Utility easements and other easements of record.

c. Any matters set forth in Schedule A.

d. The Optionee obtaining all necessary permits and reasonable and necessary funding for construction of a sanitary sewage treatment plant and parking as shown on Schedule A attached.

e. Optionor and Optionee sharing jointly the existing well and the proposed well as shown on Schedule A.

f. Optionor's use in common with others of the sanitary sewage disposal system when built by two buildings owned by Optionor nearby.

g. Subject to parking lot redesign and reconstruction leaving land for access to store and subject to DOT approval.

h. Optionor shall have reasonable input on building design and landscaping to minimize visual impact.

12. The real estate conveyance tax, if any, shall be paid by and at the expense of the Optionor at the time of closing.

13. In the event that the Optionor is in default by reason of failure or refusal to comply with any of the terms of this Option, the Optionee may pursue any remedy available to it in law or in equity including but without limitation an action for specific performance against Optionor to compel Optionor's conveyance of the Premises upon the terms as herein provided.

9. a) Full possession of said Premises, free from all tenants and occupants except as may be otherwise specifically provided herein, is to be delivered to the Optionee at closing.

b) Optionor shall pay all taxes and/or municipal assessments on the Premises as they become due, including but not limited to, if applicable, water, fire, sewer, fuel, mortgages, etc.

14. The Optionee shall have the right at all times during the option period, to enter upon the Premises for the purpose of conducting such soil, percolation, environmental, wetlands, or other engineering tests that it may determine reasonable, necessary or required, in order to determine the best use and/or method of developing the Premises, as a sanitary sewerage disposal facility; IT BEING UNDERSTOOD, HOWEVER, that all such tests will be conducted at the sole cost and expense of the Optionee, and that all areas disturbed as a result of the conduct of such tests will be restored substantially to their original condition in the event of the non-exercise of this option, at the sole cost and expense of the Optionee.

15. The risk of loss or damage by fire or other damage to the buildings on said premises until the time of the delivery of an executed Lease is assumed by the Optionor. In the event of such loss or damage does occur prior to the delivery of the Lease, the Optionor shall be allowed a reasonable time thereafter, not to exceed thirty (30) days after the date set for the delivery of the Lease hereunder, within which to repair or replace such loss or damage. In the event that the Optionor does not repair or replace such loss or damage within said time, the Optionee shall have the right to terminate this Option in which event all sums paid by the Optionee under this Option on account shall be repaid to the Optionee, without interest thereon, and once received this Option shall terminate and

become null and void and all further claims and obligations between the parties hereto, by reason of this Option shall thereupon be released and discharged.

16. This Option Agreement constitutes the entire Option between the parties. No representations, warranties or promises pertaining to this Option or any Premises affected by this Option Agreement have been made by, or shall be binding on, any of the parties, except as expressly stated in this Option Agreement. This Option Agreement may not be changed orally, but only by an Agreement in writing, signed by the party against whom enforcement of any such change is sought.

17. The covenants and agreement herein shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns. This Option constitutes the entire agreement between the parties and may not be changed except by a contract, in writing, signed by the party or parties against whom enforcement of any waiver, change, modification, extension, estoppel or discharge is sought.

18. This Agreement shall not be assigned by the Optionee without the prior written consent of the Optionor.

19. It is agreed that each party will pay their own attorneys fees in connection with the preparation and execution of this Option Agreement and the closing of the Lease if this Option is exercised.

20. Brokers. Both Parties represent that no real estate broker has been involved in this transaction. Both parties agree to indemnify and hold each other harmless for any commissions claimed or determined to be due to any broker in connection with the lease of the Premises. The provisions of this paragraph shall survive the delivery of the Lease

Option. Optionor agrees that it alone shall be responsible for any and all claims made by any third party, by any broker or agent for a commission due by reason of this agreement. The provisions of this paragraph shall survive delivery of the lease.

21. As of the date of his signing of this Agreement, Optionor represents that it is the record owner in fee simple of the Premises listed as Schedule A and subject to encumbrances set forth therein.

22. Optionor shall not engage in any activity on the Premises during the term of this agreement, which would in any way affect Optionee's plans to build a Sanitary Sewage Disposal Plan on the premises.

23. Optionor represents, to the best of its knowledge and belief, that during the term of its ownership to date of this Option Agreement, it has not received any notice that the Premises has ever been the subject of an investigation or order by the Connecticut Department of Environmental Protection or any other environmental agency, and no notice that the Premises has ever been used for any commercial, industrial or other nonresidential purpose, and that no notice that oil, gas, hazardous substance or other pollutant have been discharged or leaked onto the Premises, and that no notice that the Optionor's Premises has underground tanks of any kind up to date of closing. The Optionor further represents there is no existing violations of any governmental rules, regulations or limitations, including provisions of any ordinance, municipal regulation, including planning and zoning and applicable building and/or health codes, or public or private laws, relating to the premises.

24. Condemnation: Optionor represents that it has received no notice of any current action, suit or proceeding threatened or pending, regarding condemnation of the Premises, or any portion thereof.

25. Notice of Option: The Optionee may execute a Notice of Option and/or Lease upon execution of this agreement or thereafter. The parties agree that the Notice of Lease may be recorded in the sole discretion of the Optionee on the Land Records of the Town of Cornwall.

26. Succession. This Option Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

27. This Option Agreement and proposed Lease is also contingent upon and subject to the advance approvals of the Board of Finance, Board of Selectman, the Planning and Zoning Commission pursuant to C.G.S. §8-24, and a Special Town Meeting, all of the Town of Cornwall.

28. Closing on the Lease contemplated by this Option Agreement is to be on or before January 1, 2029.

IN WITNESS WHEREOF, the parties have executed and delivered this Option Agreement the day and year first above written.

Signed in the presence of:

*Manissa Wescott*  
Manissa Wescott

*Lynda M Cossette*  
Lynda M Cossette

\_\_\_\_\_  
\_\_\_\_\_

OPTIONOR:  
FOCUS 1, LLC

*Erik Tietz*  
By: Erik Tietz  
Its Member

OPTIONEE:  
TOWN OF CORNWALL  
By a Majority of its Board of Selectman

*Sal M. DeF...*  
*[Signature]*  
\_\_\_\_\_

STATE OF CONNECTICUT  
COUNTY OF LITCHFIELD

ss *Cashen*  
Town of Cornwall

On this 13 day of February, 2026, before me, the undersigned officer, personally appeared Erik Tietz, who acknowledged himself to be the Member of Focus 1, LLC, a member managed limited liability company, and that he, as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand.

*Lynda M Cossette*

Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

LYNDA M. COSSETTE  
NOTARY PUBLIC  
STATE OF CONNECTICUT  
MY COMMISSION EXPIRES MAY 31, 2030



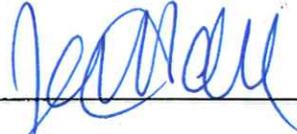
STATE OF CONNECTICUT

ss LITCHFIELD

February 17, 2026

COUNTY OF LITCHFIELD

Personally appeared, Gordon Ridgway, Rocco Bott, and John Brown, Board of Selectman of the Town of Cornwall, signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed, and the free act and deed of said Board of Selectman of the Town of Cornwall, before me.



Commissioner of the Superior  
Notary Public  
My Commission Expires



**SCHEDULE A**

All that certain piece or parcel of land with no improvements thereon shown as shaded areas designated as "PROPOSED 30 FT. X 45 FT. BUILDING" and "(12) 9' x 18' SPACES" on a plan prepared by WMC Consulting Engineers for the Town of Cornwall titled "PROPOSED BUILDING SITE SEWER DISTRICT WEST CORNWALL, CONNECTICUT" dated 2/26/25 and attached hereto for reference.

**SCHEDULE B**  
**NOTICE OF OPTION AND/OR LEASE**

The undersigned FOCUS 1, LLC, referred to as "Optionor" of West Cornwall, Connecticut; and the TOWN OF CORNWALL, referred to as "Optionee", of Cornwall, Connecticut, have entered into an Lease Option dated 02/13/26, for the following described Premises:

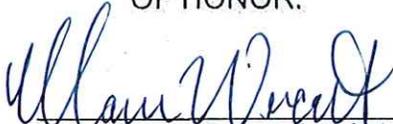
All that certain, piece or parcel of land described on Schedule A attached hereto and incorporated herein by reference.

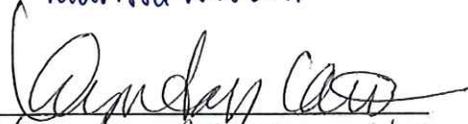
The property is located on north side of Sharon Goshen Turnpike in the Town of Cornwall, County of Litchfield, State of Connecticut

The term of the lease is for six hundred (600) months commencing 02/13/26, and ending 02/13/76, subject to termination rights as set forth therein.

A full copy of the Lease Option is on file at the office of Cramer & Anderson, 46 West Street, Litchfield, Connecticut and is also on file at the office of \_\_\_\_\_.

OPTIONOR:

  
\_\_\_\_\_  
Marissa Wescott

  
\_\_\_\_\_  
Linda M. Cossette

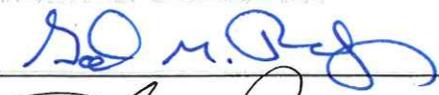
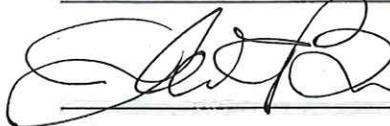
FOCUS 1, LLC

  
\_\_\_\_\_  
By:  
Its Member

OPTIONEE

TOWN OF CORNWALL

\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

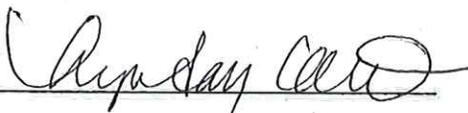
STATE OF CONNECTICUT

ss Town of Goshen

COUNTY OF LITCHFIELD

On this 13 day of February, 2026, before me, the undersigned officer, personally appeared Erik Tietz, who acknowledged himself to be the Member of Focus 1, LLC, a member managed limited liability company, and that he, as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand.



Commissioner of the Superior Court  
Notary Public

My Commission Expires: **LYNDA M. COSSETTE**  
**NOTARY PUBLIC**  
STATE OF CONNECTICUT  
MY COMMISSION EXPIRES MAY 31, 2030

STATE OF CONNECTICUT

ss LITCHFIELD February 17, 2026

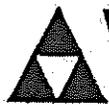
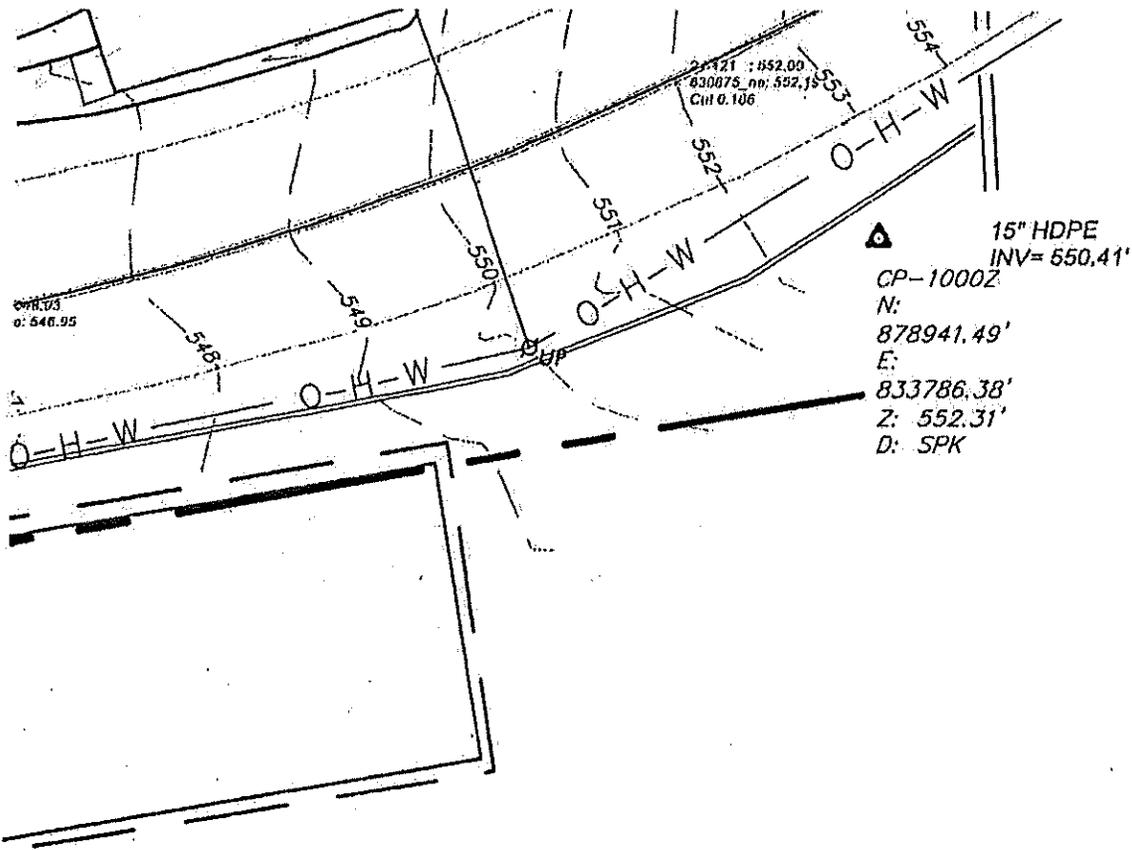
COUNTY OF LITCHFIELD

Personally appeared, Gordon Ridgway, Rocco Botto, and John Brown, Board of Selectman of the Town of Cornwall, signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed, and the free act and deed of said Board of Selectman of the Town of Cornwall, before me.



Commissioner of the Superior Court  
Notary Public  
My Commission Expires

**JANE HALL**  
**NOTARY PUBLIC**  
State of Connecticut  
My Commission Expires  
September 30, 2027



**WMC**

CONSULTING ENGINEERS

WENGELL, McDONNELL & COSTELLO  
 87 HOLMES ROAD  
 NEWINGTON, CT 06111  
 (860) 667-9624

**PREPARED FOR**

TOWN OF CORNWALL

24 PINE STREET

CORNWALL, CT 06753

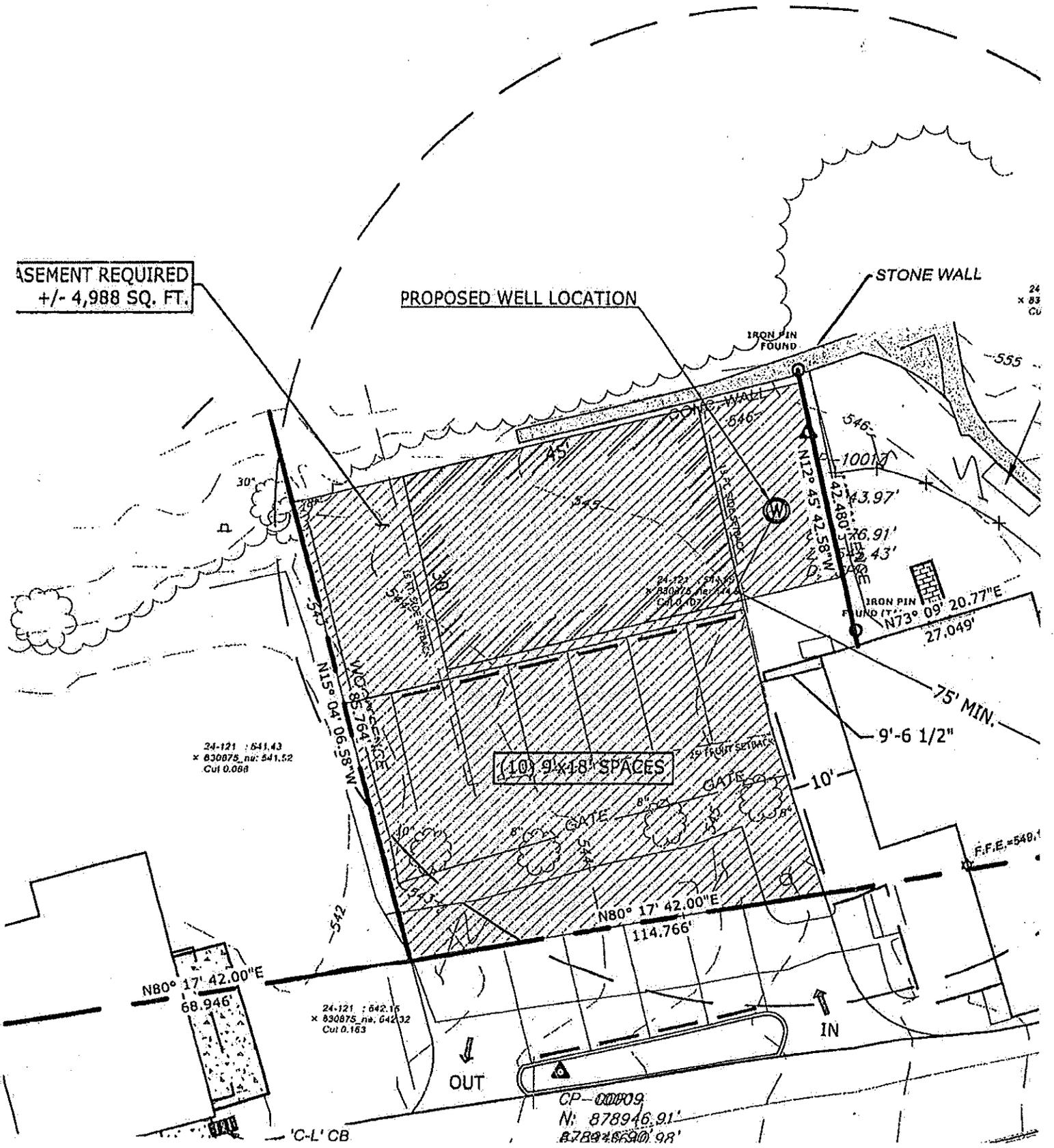
ASEMENT REQUIRED  
+/- 4,988 SQ. FT.

PROPOSED WELL LOCATION

STONE WALL

IRON PIN FOUND

24  
x 83  
CU



24-121 : 641.43  
x 830875, nu: 541.52  
Cut 0.088

N80° 17' 42.00\" E  
68.946'

24-121 : 642.16  
x 830875, nu: 642.32  
Cut 0.163

OUT

CP-00009  
N: 878946.91'  
E: 878946.91'

F.F.E. = 548.1

SCHEDULE A

PROPOSED BUILDING SITE  
SEWER DISTRICT  
WEST CORNWALL, CONNECTICUT

D - W. CORNWALL - PD - 22080 -  
SIZE PROJECT FILE NAME NUMBER REV.

SHEET -  
OF -