

# THE EAST HAMPTON ROTARY CLUB, INC.

36 East High Street • East Hampton, CT 06424

March 17, 2011

Mr. Robert Drewry  
East Hampton Town Manager  
20 East High Street  
East Hampton, CT 06424

Dear Mr. Drewry,

I hope I find you well. The East Hampton Rotary Club would like to present an exciting new initiative for the Town Council's attention and consideration.

We would like to present a plan whereby East Hampton can develop a quality park and recreation network of facilities, which would be funded entirely by private enterprise.

We are all aware East Hampton has only one small municipal park, that being Sears Park. The absence of playing fields and other recreational properties is a problem. All town sports programs have no other choice but to use the school facilities, and there are no resources for private citizens. It is noted that other municipalities in our area have developed facilities and properties, under their park and recreation program for the benefit of their populations; we however, remain very limited.

As a concept, we envision a program where town-owned property could be rented to local nonprofit organizations. These local organizations would then be given the opportunity to develop these properties into parks and recreational facilities. These local organizations would assume all liability and costs in the maintenance, development and operation of these properties.

We see the Parks and Recreation Advisory Board as the oversight body for this program. The Advisory Board, working within its five-year plan and long-term vision, would be able to determine requirements, eligibility, and conditions for use of these properties.

A successful example of this type of program has been the little league field on Smith Street. It is hoped that more local organizations could follow this example, and improve upon it.

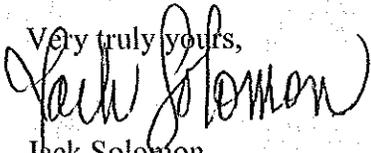
After a quick review of the inventory of town-owned property, there appears to be more than enough properties that are eligible for development for a wide variety of parks and recreation under this program.

We have presented this proposal to the Parks and recreation Advisory Board in the recent past and have received favorable comments. We are now submitting the plan and a proposed lease to the Town Council for its approval.

We are very excited about this initiative and believe that our entire population can benefit from this program in a very short time period. We are prepared to work with and provide whatever assistance is necessary to develop the program.

I am at your convenience for any additional discussions or questions.

Very truly yours,

A handwritten signature in black ink that reads "Jack Solomon". The signature is written in a cursive style with a large, prominent initial "J".

Jack Solomon

President

East Hampton Rotary Club, Inc.

LEASE

Wopowog Road, East Hampton, Connecticut

LESSOR: The Rotary Club of East Hampton, Inc.

LESSEE: The Town of East Hampton

Dated: March \_\_\_\_, 2011

<i>Initials (REQUIRED)</i>	
Lessor	_____
Lessee	_____

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**Initials (REQUIRED)**  
Lessor \_\_\_\_\_  
Lessee \_\_\_\_\_

**LEASE**

**THIS LEASE** made as of this \_\_\_\_ day of March, 2011 by and between **The Rotary Club of East Hampton, Inc., a Connecticut non-stock corporation, the "LESSOR"** and **The Town of East Hampton, Connecticut, a Connecticut Municipal Corporation, hereinafter referred to as the "LESSEE"**.

**ARTICLE I: PREMISES AND TERM**

**Section 1.1 – Premises.** In consideration of the agreements and covenants hereinafter contained, LESSOR does hereby demise and lease unto LESSEE, and LESSEE does hire and rent from LESSOR the entire property located on \_\_\_\_\_, **East Hampton** Connecticut, being more particularly bounded and described on Exhibit "A" attached hereto and incorporated herein by reference, currently consisting of vacant land of \_\_\_\_\_ acres +/-, together with the appurtenances thereto, which property is hereinafter sometimes referred to as the "Premises".

**Section 1.2 – Term.** The term of this Lease shall commence **April 1, 2011** and terminate on the last day of **December, 2021 (10 years)** (hereinafter referred to as "Expiration Date"), unless sooner terminated as herein provided.

**Section 1.3 – Voluntary Termination:** LESSEE may terminate this lease at any time by providing notice to LESSOR.

**ARTICLE II: RENT**

**Section 2.1 – Yearly Base Rent.** LESSEE agrees to pay to the LESSOR, without notice or demand and without abatement, deduction or setoff, the monthly rent in advance on the first day of each and every calendar month during the term of this Lease.

At the signing of this Lease, any security deposit is waived by the LESSOR.

**The rent for the Premises is as follows: Ten Dollars and no/cents (\$10.00) per year or portion thereof.**

**Section 2.2 – Place of Payment.** Payment of rent shall be made to LESSOR at: Town Hall, 20 East High Street, East Hampton, Connecticut 06424, or at any other address designated by the LESSOR.

**Section 2.3 – Utilities and other Services.** There are no utilities to the property.

**ARTICLE III: USE OF PREMISES**

**Section 3.1 – Specific Purpose.** LESSEE shall use, occupy the Premises for those purposes, uses and activities as described in EXHIBIT B Attached.

**Section 3.2 – Provisions Against Certain Uses.** The LESSEE shall not occupy nor do or permit anything to be done in or on the Premises in a manner which will in anyway make void or voidable any insurance with respect to the Premises, or which shall constitute a public or private nuisance, and shall not use or occupy or permit the Premises to be used or occupied in any manner which will violate any law or regulation of any governmental authority. The LESSEE further agrees to comply with and conform to all the

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Lessor	_____
Lessee	_____

of the laws of The United States of America and the ordinances, by-laws, rules and regulations of the Town of East Hampton relating to health, nuisance, fire, highways, sidewalks and zoning insofar as the Premises are or maybe concerned and to save the LESSOR harmless from all fines penalties and costs of violation or noncompliance with same. Furthermore LESSEE shall not do or permit to be done any act or thing on said Premises which will invalidate or be in conflict with fire insurance policies covering the Premises and fixtures and property therein. LESSEE shall pay all costs, expenses, fines, penalties or damages which may be imposed on LESSOR by reason of LESSEE'S failure to comply with the provisions of this Article.

**ARTICLE IV: HOLDING OVER**

If LESSEE remains on the Premises beyond the expiration of this Lease or any renewal or extension hereof, without the prior written approval of LESSOR, such Holding Over shall not be deemed to create any tenancy, but LESSEE shall be deemed a tenant at sufferance at a daily rental rate equal to one and one-half (1-1/2) times the per diem rental rate and other charges under this Lease.

**ARTICLE V: QUIET ENJOYMENT**

LESSOR covenants that LESSOR has good right and lawful authority to enter into this Lease, and that, subject to all of the provisions of this Lease and to any, easements, restrictions, and zoning ordinances, LESSEE shall have the quiet and undisturbed possession of the Premises so long as the LESSEE shall not be in default hereunder.

**ARTICLE VI: REPAIRS, IMPROVEMENT, AND CONDITIONS OF PREMISES**

**Section 6.1 – Representations.** LESSEE has inspected the Premises, and is thoroughly acquainted with their condition. The parties hereby agree that LESSOR or LESSOR'S agents have neither made, nor has LESSEE relied upon, any representations, warranties, either expressed or implied, or promises with respect to the physical condition of the Premises, expenses of operation or any other matter or thing affecting or related to the Premises except as herein expressly set forth and no rights, easements or licenses are acquired by LESSEE by implication or otherwise except as expressly set forth in the provisions of this Lease. The continuing in possession of the Premises by LESSEE shall be conclusive evidence that the LESSEE accepts the same "as is" and that the Premises were in good condition at the time possession was taken.

**Section 6.2 – Improvements by LESSEE.** Lessee shall make no changes, alterations or additions to the Premises, other than routine maintenance, landscaping, or minor improvements, without the prior written approval of the LESSOR. LESSEE shall, throughout the term of this Lease, take good care of the Premises and any fixtures and appurtenances therein and at its sole cost and expense. Notwithstanding the foregoing, all damage or injury to the Premises or to any other part of the building, whether requiring structural or non-structural repairs, caused or resulting from carelessness, omission, neglect or improper conduct of the LESSEE, its agents, servants, employees, invitees or licensees, shall be repaired promptly by LESSEE at it's sole cost and expense, to the satisfaction of the LESSOR, reasonably exercised. LESSEE shall also repair all damage to the property at its own expense. All the aforesaid repairs shall be of the quality or class equal to contemporary standards. LESSEE shall give LESSOR prompt notice of any defective condition. LESSEE shall indemnify LESSOR against any mechanic's lien or claim arising out of its making repairs, alterations, additions or improvements.

**Section 6.3 – Maintenance of driveway.** LESSEE agrees and covenants with landlord that LESSEE will keep and maintain any driveway and/or roadway on said Premises clean and free from rubbish, trash and

<b>Initials (REQUIRED)</b>	
Lessor	_____
Lessee	_____

garbage and free from snow and ice. LESSEE agrees to indemnify and hold harmless the LESSOR, its agents and/or employees from and against all liability, should any person or pet entering, exiting, or using the Premises be injured in any manner, including but not limited to slip/fall incidents, resulting from any cause whatsoever, except in the case of the direct negligence of the LESSOR, its agents and/or employees.

**Section 6.4 – Repairs by LESSOR.** LESSOR reserves the right to stop service of any systems, when necessary by reason of accident or emergency, or for repairs, alterations, replacements or improvements, or if in the judgment of the LESSOR, such repairs, alterations, replacements or improvements are necessary or desirable, until such repairs, alterations, replacements or improvements shall have been completed. LESSOR shall use reasonable diligence to complete the repairs alterations replacements or improvements necessitated by the above occurrences. LESSOR shall have no responsibility or liability for failure to supply service during said period or when prevented from doing so by strikes, accidents or by any cause beyond LESSORS control, or by the laws, order or regulations of any federal, state or municipal authority or failure of coal, oil or other suitable fuel supply, or inability by exercise of reasonable diligence to obtain coal, oil, gas or other suitable fuel.

**ARTICLE VII: DAMAGE OR DESTRUCTION**

**Section 7.1 – Loss or Damage.** LESSOR shall not be liable for loss of or damage to any property of LESSEE by reason of theft or illegal entry. LESSOR or its agents shall not be liable for any injury or damage to persons or property by any cause whatsoever; nor shall LESSOR or its agents be liable for any such damage caused by other LESSEES or persons.

**Section 7.2 – Destruction.** In the event the demised Premises or any part thereof, or LESSEE’s personal property, shall, while this lease continues, be partially destroyed by fire or other casualty. No reimbursement or payment to LESSEE by LESSOR is due. LESEE takes the property at his own risk from fire, flood, acts of god, and damage from any cause whatsoever.

**ARTICLE VIII: NON-LIABILITY AND INSURANCE**

**Section 8.1 – Non-Liability.** The LESSOR shall not be liable to the LESSEE for any injury or damage to the LESSEE, its agents, contractors, servants, employees, SUB-LESSEES, licensees, customers or invitees for my damage to or loss (by theft or otherwise) of any property of the LESSEE or of any other person irrespective of the cause of such injury, damage or loss. The LESSEE shall defend, indemnify and save harmless the LESSOR its agents and employees against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable architects and attorney’s fees, which be imposed upon or incurred by or asserted against the LESSOR and/or its agents by reason of, or in any way arising out of the LESSEE’S occupancy of the Premises, including, but not limited to, any of the following occurrences during the term of this lease: (a) any work or thing, done in, on or about the Premises or any part thereof by or at the instance of the LESSEE, its agents, contractor sub-contractors, servants, employees, licensees or invitees; (b) any negligence or otherwise wrongful act or emission on the part of the LESSEE or any of its agents, contractors, sub-contractors, servants, SUB-LESSEES, employees licensees or invitees; (c) any accident injury or damage to any person or property occurring in, on or about the Premises or any part thereof vault, passageway or space adjacent thereto; (d) any failure of the LESSEE to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with. In case any action or proceeding is brought against the LESSOR by reason of any such claim, the LESSEE upon written notice from the LESSOR, shall at the LESSEE’S expense

**Initials (REQUIRED)**  
Lessor \_\_\_\_\_  
Lessee \_\_\_\_\_

resist or defend such action or proceeding by counsel approved by the LESSOR in writing, which approval LESSOR shall not unreasonably withhold. The LESSEE further agrees that it is occupying the Premises at its own risk and releases the LESSOR to the fullest extent permitted by law, from all claims of any kind resulting in loss of life, personal or bodily injury, or property damage. The LESSOR shall not be responsible or liable to the LESSEE or to any other person for any loss or damage to person or property that may be occasioned by or through the acts or omissions of persons occupying adjacent or adjoining Premises or due to any bursting, breakage, or by or from leakage, steam or ice running, backing up, seepage or the overflow of water or sewage on any part of the Premises or for any injury or damage caused by or resulting from any defect or negligence in the occupancy, construction, operation or use of the Premises.

**Section 8.2 – Public Liability and Other Insurance.** LESSEE shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises in which the limits of public liability shall be not less than One Million and 00/100 (\$1,000,000.00) Dollars and in which the property damage shall be not less than Three Hundred Thousand and 00/100 (\$300,000.00) Dollars. The policy shall name LESSOR and LESSEE as insured and shall contain a clause that insurer will not cancel or change the insurance without first giving the LESSOR ten (10) days prior written notice. The insurance shall be in an insurance company approved by LESSOR and a copy of the policy or a certificate of insurance shall be delivered to LESSOR.

**Section 8.3 – Qualification of Insurers.** All insurance provided for in this lease shall be effected under enforceable policies issued by insurers of recognized responsibility, licensed to do business in the State of Connecticut.

**ARTICLE IX: DEFAULT BY LESSEE**

**Section 9.1 – Breach of Covenant.** If LESSEE shall make default in the terms and conditions of this lease for a period of ten (10) days after written notice of such default is given by LESSOR to LESSEE without action by LESSEE to remedy such default, and continuance of such action to remedy such default to conclusion with reasonable diligence, then and forthwith thereafter, LESSOR shall have the right, at its option and without prejudice to its right hereunder, to terminate this Lease and to re-enter and take possession of the Premises, or LESSOR, without such re-entry, may recover possession of the Premises in the manner prescribed by the Statute related to Summary Process, and any demand for rent, re-entry for condition broken, and any and all Notices to Quit, or other formalities of any nature, to which LESSEE may be entitled, in such event, are hereby specifically waived; and that after default made in any of the covenants contained herein, the acceptance of the rent or failure to re-enter by LESSOR shall not be held to be a waiver of its right to terminate this Lease, and LESSOR may re-enter and take possession thereof the same as if no rent had been accepted after such default. In addition thereto, on the happening of any of the events hereinabove referred to, LESSOR may, at its option, declare immediately due and payable all the remaining installments of rent herein provided for and such amount, less the fair rental value of the Premises, for the residue of said term shall be construed as liquidated damages and shall constitute a debt provable in bankruptcy or receivership.

**Section 9.2 – Damages.** In the event of LESSEE’S default as aforesaid, LESSEE also agrees: (1) to indemnify and save LESSOR harmless from and against all expenses which LESSOR may incur, including, without limitation, legal expenses, attorney’s fees, brokerage fees and the cost of putting the Premises in good order or preparing the same for rental; (2) that LESSOR may relet the Premises or any part of parts thereof, either in the name of the LESSOR or otherwise for a term or terms which may, at LESSOR’S option, be less than or exceed the period which would otherwise have constituted the balance of the terms and of any

**Initials (REQUIRED)**  
Lessor \_\_\_\_\_  
Lessee \_\_\_\_\_

extension thereof and may grant concessions or free rent; and (3) LESSEE or its legal representatives shall pay LESSOR as liquidated damages for the failure of LESSEE to observe and perform LESSEE'S covenants herein contained any deficiency between the rent and additional charges hereby reserved and the net amount, if any, of the rents collected on account of any lease or leases of the Premises for each month of the period which would otherwise have constituted the balance of the term. The failure or refusal of LESSOR to relet the Premises or any part or parts thereof shall not release or affect LESSEE'S liability for damages. LESSOR, at its option, may make such alterations, repairs, or replacements and decorations on the Premises that LESSOR, in its sole judgment, considers advisable and necessary for the purposes of reletting the Premises, and the making of such alterations or decorations shall not operate or be construed to release LESSEE from liability hereunder. LESSOR shall in no event be liable for failure to relet the Premises or, if the Premises are relet, for failure to collect the rent thereof under such subletting.

**Section 9.3 – Non-Waiver.** LESSOR'S failure to act upon breach of any of the covenants of this Lease by LESSEE shall in no way constitute a waiver of the rights of LESSOR, at any time in the future, to act upon such default; not shall any such failure to act prevent LESSOR from acting in the event of any other or future breach of LESSEE'S covenants.

**Section 9.4 – Deferred Payments.** No delay or delays in the payment of rent or additional charges reserved in manner or in times stipulated and no failure of LESSOR to enforce the provisions of the Lease upon such occasion or in the case of default of any covenant herein contained on the part of LESSEE to be performed, shall be construed as creating a custom of deferred payments or as a waiver of any of the provisions of this Lease of LESSOR'S right to terminate this Lease or otherwise to enforce the provisions thereof.

**Section 9.5 – Provisions not Exclusive.** Any and all rights and remedies herein created for LESSOR shall be cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another. The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies LESSOR would otherwise have by law.

**ARTICLE X: SUBLETTING AND ASSIGNMENT**

LESSEE, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, not underlet, or suffer or permit the Premises or any part thereof to be used by others, without the prior written consent of LESSOR in each instance. If this Lease be assigned, or if the Premises or any part thereof be underlet or occupied by anybody other than LESSEE, LESSOR may, after default by LESSEE, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, undertenant or occupant as LESSEE, or a release of LESSEE from the further performance by LESSEE of covenants on the part of LESSEE herein contained. The consent by LESSOR to an assignment or underletting shall not in any wise be construed to relieve LESSEE from obtaining the express consent in writing of LESSOR to any further assignment or underletting. In the event of an assignment or sublease, LESSOR shall be entitled to an additional rental from the LESSEE, the assignee, or the sublessee equal to one-half of the excess rental obtained by the LESSEE or payable by the assignee or the sublessee over and above the basic monthly rental payable under this Lease.

<b>Initials (REQUIRED)</b>	
Lessor	_____
Lessee	_____

**ARTICLE XI: SURRENDER IN GOOD ORDER**

The LESSEE shall, upon the expiration or sooner termination of the lease term or any extension or renewal thereof, surrender to the LESSOR, the entire Premises in good condition and repair, reasonable wear excepted. All buildings, alterations, rebuildings, replacements, changes, additions, improvements, equipment, and appurtenances on or in the Premises at the commencement of the term of this Lease and which may be erected, installed, or affixed on the Premises during the term of this Lease or any extension or renewal thereof, shall immediately become the sole and absolute property of the LESSOR and shall be deemed to be part of the Premises, except that all movable trade fixtures installed by the LESSEE shall be and remain the property of the LESSEE. However, any trade fixtures or personal property belonging to the LESSEE or any SUB-LESSEE, if not removed by such termination, if the LESSOR shall so elect, shall be deemed abandoned and shall become the property of the LESSOR without any payment or offset therefore.

**ARTICLE XII: WAIVER OF PRIORITY AND RELATIONSHIP OF PARTIES**

**Section 12.1- Subordination.** LESSEE shall upon written request of LESSOR subordinate this lease to the lien of any first mortgage or ground lease which may now or hereafter affect the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. Upon confirmation of such subordination, LESSEE shall execute promptly any certificate that LESSOR may request. LESSEE hereby constitutes and appoints LESSOR the LESSEE'S attorney-in-fact to execute any such certificate or certificates for and on behalf of LESSEE.

**Section 12.2 – Estoppel Certificate.** Each party agrees, at any time and from time to time, as requested by the other party, upon not less than ten (10) days' prior notice, to execute and deliver to the other, a statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications), certifying the dates to which the fixed rent and additional rent have been paid, and stating whether or not, to the best knowledge of the signer, the other party is in default in performance of any of its obligations under this lease, and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom the party requesting such certificate may be dealing.

**ARTICLE XIII: ENTRY AND ACCESS**

LESSEE shall permit LESSOR to use the property for his own purposes so long as they do not interrupt the operations of the LESSEE. LESSOR, or its agents, shall have the right to enter the Premises at reasonable hours in the day or night to examine the same, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of LESSOR to make any such repairs, additions or alterations), or to exhibit the same to prospective purchasers or mortgagees of the building, and during any portion of the term for the purpose of showing the same to prospective LESSEES. If during the last month of the term LESSEE, shall have removed all or substantially all of LESSEE'S property therefrom, LESSOR may immediately enter, alter, renovate the Premises without limitation or abatement of rent, or incurring liability to LESSEE for any compensation and any such act shall have no affect on this Lease or LESSEE'S obligations hereunder.

<b>Initials (REQUIRED)</b>	
Lessor	_____
Lessee	_____

**ARTICLE XIV: TRANSFER OF LESSOR'S INTEREST**

The obligations of LESSOR under this lease shall not be binding upon LESSOR with respect to any period subsequent to the transfer of its interest in the building, and/or land as owner or LESSEE thereof and in the event of such transfer, said obligations shall thereafter be binding upon each transferee of the interest of the LESSOR herein named as such owner or Lessee of the building, but only with respect to the period ending with a subsequent transfer within the meaning of this Article.

**ARTICLE XV: CONCLUDING PROVISIONS**

**Section 15.1 – Notices.** All notices shall be given by Registered or Certified Mail, Return Receipt Requested, and all notices to LESSOR shall be addressed to it at: *Rotary Club of East Hampton, PO Box 358, East Hampton, Connecticut 06424, or at such other place as may be designated* by written notice to LESSEE, and to LESSEE at its place of business to: *Town Manager, 20 East High Street, East Hampton, Connecticut 06424, or to such other place as may be designated* by written notice to LESSOR. Said notice shall be deemed to have been given, rendered or made on the day so mailed unless mailed outside of the State of Connecticut, in which case it shall be deemed to have been given, rendered, or made on the expiration of the normal period of time for delivery of mail from the post office of origin to the post office of destination.

**Section 15.2 – Partial Invalidity.** The invalidity of one or more phrases, sentences, clauses, Sections or Articles contained in this Lease shall not affect the remaining portions of this Lease or any part thereof.

**Section 15.3 – Modification for Mortgages.** In the event that any present or future financial institution or insurance company which holds a mortgage on the land and building or any part thereof shall request any modification of this Lease, then LESSEE agrees to execute the same provided that such modification does not materially increase the liability of LESSEE hereunder.

**Section 15.4 – Short Form of Lease.** At the request of either party, LESSOR and LESSEE shall promptly execute, acknowledge and deliver a memorandum with respect to this Lease sufficient for recording in accordance with the statutes of the State of Connecticut. The parties further agree to execute a memorandum setting forth the actual starting date of this Lease. In no event shall this Lease be recorded, and if LESSEE records this Lease in violation of the terms hereof, LESSOR shall have the option to terminate this Lease upon notice to LESSEE, and to recover all fees and costs associated with remedying said recording.

**Section 15.5 – Waiver of Prejudgment Remedy.** LESSEE hereby acknowledges that this Lease constitutes a commercial transaction, as such term is used and defined in Section 52-278 et seq. of the Connecticut General Statutes. LESSEE does hereby expressly and irrevocably waive any notice and/or hearing to determine probable cause which may be required for prejudgment remedies under said Section.

**Section 15.6 – Trial by Jury.** It is mutually agreed by and between LESSOR and LESSEE that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of LESSOR and LESSEE and LESSEE'S use of or occupancy of said Premises.

**Section 15.7 – Time.** Time for the performance of LESSEE'S covenants shall be of the essence in this Lease.

<b>Initials (REQUIRED)</b>	
Lessor	_____
Lessee	_____

**Section 15.8 – Entire Agreement.** This Lease contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Lease.

**Section 15.9 – Amendment.** This Lease may not be amended, modified, altered or changed in any respect whatsoever except by further agreement in writing duly executed by each of the parties hereto.

**Section 15.10 – Successors.** This agreement shall be binding upon the parties hereto, their heirs, successors, executors, administrators, and assigns.

**Section 15.11 – Persons and Property Bound.** LESSEE hereby agrees that any judgment, decree or award obtained against LESSOR or any succeeding owner of LESSOR’S interest which is in any manner related to this Lease, or of the Premises or LESSEE’S use or occupancy of the Premises, shall be satisfied out of LESSOR’S equity in the Premises to the extent then owned by LESSOR or such succeeding owner, and LESSEE further agrees to look only to such assets and to no other assets of LESSOR or such succeeding owners for satisfaction.

**Section 15.12 – Delivery of Lease.** The delivery of a draft of this Lease by LESSOR shall not be deemed an offer. No rights are to be conferred upon LESSEE until this Lease has been signed by LESSOR and an executed copy of the Lease has been delivered to LESSEE.

**Section 15.13 – Joint Effort.** The preparation of this agreement has been the joint effort of the parties and the resulting document shall not be construed more severely against one of the parties than the other.

**Section 15.14 – Governing Law.** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

**Section 15.15 – Captions.** The index and captions of this Lease are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Lease, nor in any way affect this Lease.

**Section 15.16 – Broker.** LESSEE covenants, warrants and represents that there was no broker involved in this Lease.

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

Signed, sealed and delivered In the presence of:

\_\_\_\_\_  
LESSOR – Rotary Club of East Hampton, Inc  
By: Jack Solomon, President  
Duly Authorized

\_\_\_\_\_  
LESSEE – Town of East Hampton, Connecticut  
By: \_\_\_\_\_, Town Manager  
Duly Authorized

<i>Initials (REQUIRED)</i>	
Lessor	_____
Lessee	_____

**EXHIBIT A  
LEGAL DESCRIPTION**

That certain piece or parcel of land, together with the improvements thereon, located in the Town of East Hampton, County of Middlesex, and State of Connecticut, located on Wopowog Road consisting of 56.2 +/- acres being the all and the same property deeded to the Town of Chatham on December 3<sup>rd</sup>, 1867 and recorded in Volume 32 at Page 504 of the East Hampton Land records. Additionally described and detailed in the East Hampton Assessors records as Map 21, Book 53, and Lot 7.

**Initials (REQUIRED)**

Lessor \_\_\_\_\_

Lessee \_\_\_\_\_

## EXHIBIT B

### PURPOSES, USES AND ACTIVITIES

The Lessee will be allowed to develop, use, manage and regulate the Premises at its discretion with the goal of creating facilities that will provide diverse year-round recreational and leisure opportunities, through the development and preservation of open space, park settings, green settings, recreational facilities, and to preserve and provide natural areas, and resource-based recreation for East Hampton citizens. These lands are managed to conserve natural and cultural resources, provide opportunities for education and recreation and to shape the suburban environment

The LESEE may manage and regulate public access and use, and charge those fees that are reasonable and necessary in order to manage the benefit to people, plants and wildlife.

The LESEE may manage and regulate the use of the premises to protect or enhance view sheds, water resources, wildlife habitat, plants, and wildlife;

<i>Initials (REQUIRED)</i>	
Lessor	_____
Lessee	_____



We Value Your Community

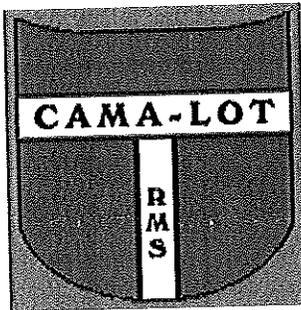
## Town of East Hampton

- [RMS Home](#)
- [RMS Cama-Lot](#)
- [RMS Clients](#)
- [Return to Query?](#)
- [Another From List?](#)
- [Printable Version](#)
- [Log-Off](#)

### Search Results

Location: WOPOWOG RD  
 Unit # :  
 Account #: R20104  
 M/B/L: 21 / 53 / 7  
 Type: Residential  
 PA490: No  
 Zoning: RL  
 Card/OfCard: 1 / 1

No Photo



**Legal Stuff :**  
 The information contained on this web site should be used for Assessment purposes ONLY. The Town(s) and RMS Inc are not responsible for any other use of this data.

### Valuation Summary

Item	Code	Appraised Value	Assessed Value
Vacant Lot	5-1	152680	106880
<b>TOTAL</b>		<b>152680</b>	<b>106880</b>

**Note: All assessments are based on revaluation year 2005**

### Owner Information

EAST HAMPTON TOWN OF  
 20 EAST HIGH ST  
 EAST HAMPTON, CT. 06424

Volume: 32      Page: 504  
 Recording Date: 00/00/0000

### Sale History

*Sale Date*      *Sale Price*

No recent sales data

### Land Valuation

**Total Acres: 56.2**

**Base Lot Size: 0.92**

**Lot Breakdown:**

<i>Acres</i>	<i>Appraised Value</i>	<i>Assessed Value</i>
0.92	8000	5600

**Excess Land Breakdown:**

<i>Acres</i>	<i>Appraised Value</i>	<i>Assessed Value</i>
5.00	20000	14000
5.00	16000	11200
45.28	108680	76080
<b>Excess Total</b>	<b>55.28</b>	<b>144680</b>
		<b>101280</b>

**Construction Detail**

<i>Item</i>	<i>Detail</i>	<i>Item</i>	<i>Detail</i>
Design:	n/a	Fireplace	n/a
Exterior:	n/a	Living Area:	n/a
Roof Mat:	n/a	Basement Area:	n/a
Roof Type:	n/a	Bsmt Finished:	n/a
Story Height:	n/a	Foundation:	n/a
Basement Gar:	n/a	Rooms:	n/a
Heat 1:	n/a	Bedrooms:	n/a
Heat 2:	n/a	Year Built:	n/a
Heating Fuel:	n/a		

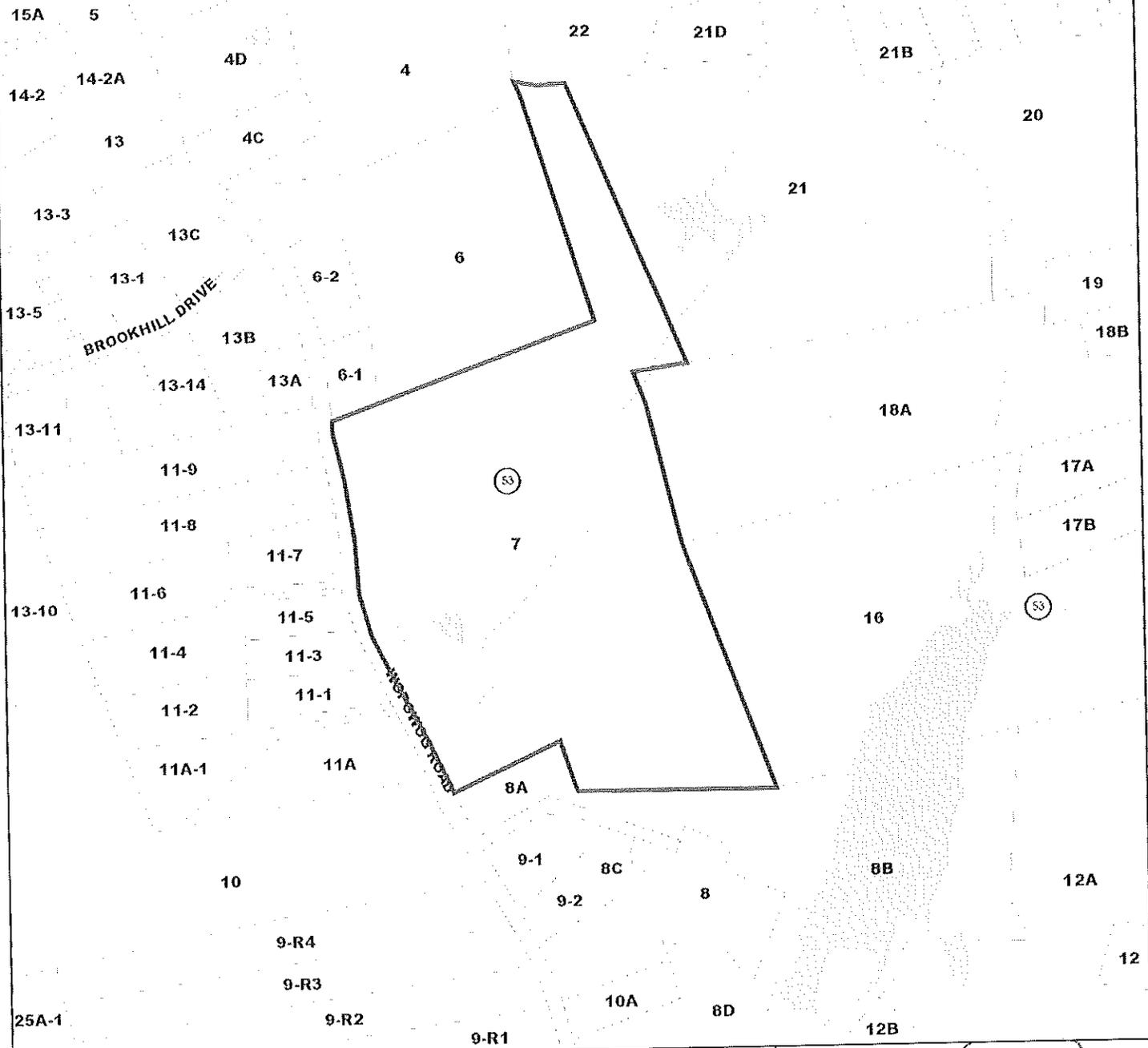
**Plumbing**

<i>Type</i>	<i>Number</i>
none	

**Outbuildings**

<i>Type</i>	<i>Area</i>	<i>Value</i>	<i>Year Built</i>	<i>Width</i>	<i>Length</i>
None					

**Sketch**

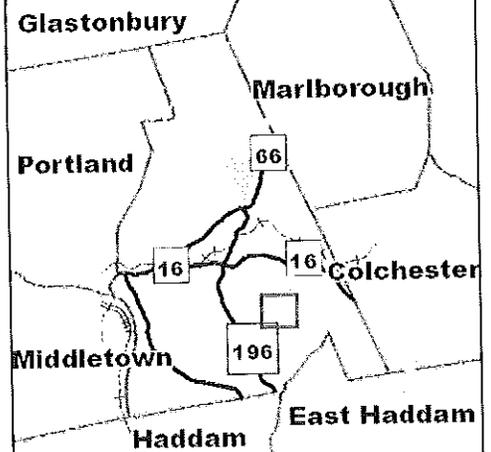


Property ID:  
Address:  
Owner:



**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**

Because of different update schedules, current property assessments may not reflect recent changes to property boundaries. Check with the Assessors' Office to confirm boundaries used at the time of assessment.



-  Connecticut Towns
-  Connecticut County Index

**Natural Resources**

- ◆ Dams
- Rivers/Streams
- Waterbody
  - Reservoir/Lake/Pond
  - Swamp
-  Subregional Basins
- FEMA Flood Zones
  -  100 Year Flood Zone
  -  500 Year Flood Zone
- Groundwater
  -  GA
  -  GAA, GAAs
  -  To GA, GAA
  -  GB
  -  GC
- Wetland Soils
- Soils
  -  Alluvial and floodplain soils
  -  Non-wetland soils
  -  Poorly drained and/or very poorly drained soils
  -  Water
- Open Space: DEP
  -  Open Space: DEP
  -  Open Space: Municipal
- Land Cover 2002
  -  Developed
    - Turf and grass
    - Other grasses and agriculture
    - Deciduous forest
    - Coniferous forest
    - Water
  -  Non-forested wetland
  -  Forested wetland
  -  Tidal wetland
  -  Barren
  -  Utility right of way

**Zoning**

-  Salmon River Protection Area
-  Connecticut River Protection Area
-  Lake Pocotopaug Watershed
-  Pine Brook Protection Area
- Zoning Districts
  -  C, Commercial
  -  DD, Design Development
  -  I, Industrial
  -  PO / R, Professional Offices / Residential
  -  R-1, Lakeside and Village Residential
  -  R-2, Single Family Residential
  -  R-3, Residential (Resource)
  -  R-4, Rural Residential
  -  RL, Reserved Land
  -  VC, Village Center
-  Middle Haddam Historic District

**Transportation**

-  Major Streets
- Right of Way (Major)
  -  Edge of Paved Area
  -  Edge of Unpaved Area
  -  Edge of Trail
  -  Bridge
- Right of Way (Minor)
  -  Edge of Drive
  -  Tunnel/Portal
- Railroad
  -  Railroad
  -  Abandoned Railroad

**Structures**

- Building (<100' on a side)
  - 
- Building (>100' on a side)
  - 
- Points of Interest
  -  Fire
  -  Ambulance
  -  Library
  -  Police
  -  Church
  -  School
  -  Post Office
  -  Senior Center
  -  Senior Housing
  -  Town Hall
  -  Parking

**Tax Map Layers**

- Parcel Lines (by type)
  -  Current, Parcel
  -  Current, Road
  -  Current, Water
  -  Current, Town Boundary
  -  Historic, Former Parcel
  -  Historic, Former Road
  -  Historic, Former Water
  -  Hook Line
  -  Parcels

504

To all People to whom these Presents shall come,—GREETING.  
Know Ye That I Charles Strong of the Town of Chatham  
County of Middlesex and State of Connecticut

for the consideration of *Two Hundred and eighty Dollars*  
received to my full satisfaction of *the Town of Chatham*

do give, grant, bargain, sell and confirm unto the said *Town of Chatham* a certain  
piece or tract of land situated and lying in said Town of Chatham East  
Township containing thirty five acres more or less described and  
bounded as follows *beginning at the North Post; corner thence  
East 1/2 chains & 11 links thence South 62 East 31 chains and 73 links  
thence West 11 chains & 33 links thence East 17 West 3 chains & 43 links thence  
West 7 chains and 76 links to highway thence East 6 & 4 chains & fifty  
links thence East 5 W 5 chains and 88 links to the first monument  
corner bounded North on land of Leobanius Hall East & South  
by land of said Leobanius & land of Sarah Johnson Parcel West partly  
by land of Sarah Johnson & partly by highway*

I hereby certify that United States Internal  
Revenue Stamp to the amount of fifty cents was  
attached to the foregoing instrument and was  
duly cancelled *John C Adams  
Register*

To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto  
the said *Town of Chatham*  
heirs and assigns, forever, to *them* and their own proper use and behoof. And also, *I* the said  
*Grantor* do for my self and my heirs, executors and admin-  
istrators covenant with the said *Town of Chatham*

heirs and assigns, that at and until the enclosing these presents *I am* well seized of the premises,  
as a good indefeasible estate in fee simple, and have good right to bargain and sell the same in manner and form as is above writ-  
ten, and that the same is free of all incumbrances whatsoever.

And Furthermore, *I* the said *Grantor*  
do by these presents, bind *my self* and *my* heirs forever to WARRANT and DEFEND the above  
granted and bargained premises to the said *Town of Chatham*  
heirs and assigns, against all claims and demands whatsoever.

In witness whereof *I* have hereunto set *my* hand and seal this *3<sup>rd</sup>* day of  
*November* in the year of our Lord *one thousand eight hundred and sixty seven*  
SIGNED, SEALED, AND DELIVERED, IN  
PRESENCE OF  
*Nathaniel Smith*  
*Town of Chatham*  
*Charles Strong*

State of Connecticut Middlesex County, ss. *Chatham* December *3<sup>rd</sup>* 18*67*

Personally appeared *Charles Strong*  
Signer and Sealer of the foregoing Instrument, and acknowledged the same to be his free act and  
deed.  
1867 Before me *Nathaniel Smith*  
*Deputy* A True Record,  
Attest *John C Adams* *Notary Public*  
*in and for*

# THE EAST HAMPTON ROTARY CLUB, INC.

36 East High Street • East Hampton, CT 06424

March 17, 2011

Mr. Robert Drewry  
East Hampton Town Manager  
20 East High Street  
East Hampton, CT 06424

Dear Mr. Drewry,

I hope I find you well. The East Hampton Soccer Club, Inc. would like to present an exciting new initiative for the Town Council's attention and consideration.

We would like to present a plan whereby East Hampton can develop a quality park and recreation network of facilities, which would be funded entirely by private enterprise.

We are all aware East Hampton has only one small municipal park, that being Sears Park. The absence of playing fields and other recreational properties is a problem. All town sports programs have no other choice but to use the school facilities, and there are no resources for private citizens. It is noted that other municipalities in our area have developed facilities and properties, under their park and recreation program for the benefit of their populations; we however, remain very limited.

As a concept, we envision a program where town-owned property could be rented to local nonprofit organizations. These local organizations would then be given the opportunity to develop these properties into parks and recreational facilities. These local organizations would assume all liability and costs in the maintenance, development and operation of these properties.

We see the Parks and Recreation Advisory Board as the oversight body for this program. The Advisory Board, working within its five-year plan and long-term vision, would be able to determine requirements, eligibility, and conditions for use of these properties.

A successful example of this type of program has been the little league field on Smith Street. It is hoped that more local organizations could follow this example, and improve upon it.

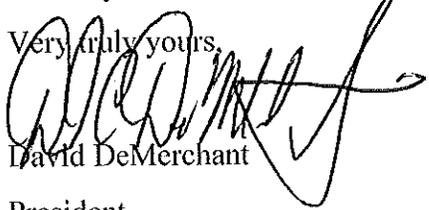
After a quick review of the inventory of town-owned property, there appears to be more than enough properties that are eligible for development for a wide variety of parks and recreation under this program.

We have presented this proposal to the Parks and recreation Advisory Board in the recent past and have received favorable comments. We are now submitting the plan and a proposed lease to the Town Council for its approval.

We are very excited about this initiative and believe that our entire population can benefit from this program in a very short time period. We are prepared to work with and provide whatever assistance is necessary to develop the program.

I am at your convenience for any additional discussions or questions.

Very truly yours,

  
David DeMerchant

President

East Hampton Soccer Club, Inc.

LEASE

Gildersleeve Drive, East Hampton, Connecticut

LESSOR: The East Hampton CT Soccer Club, Inc.

LESSEE: The Town of East Hampton

Dated: March \_\_, 2011

<i>Initials (REQUIRED)</i>	
Lessor	_____
Lessee	_____

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ARTICLE XV: Concluding Provisions

**Initials (REQUIRED)**  
Lessor \_\_\_\_\_  
Lessee \_\_\_\_\_

**LEASE**

**THIS LEASE** made as of this \_\_\_\_ day of **March, 2011** by and between **The East Hampton CT Soccer Club, Inc., a Connecticut non-stock corporation**, the "LESSOR" and **The Town of East Hampton, Connecticut, a Connecticut Municipal Corporation**, hereinafter referred to as the "LESSEE".

**ARTICLE I: PREMISES AND TERM**

**Section 1.1 – Premises.** In consideration of the agreements and covenants hereinafter contained, LESSOR does hereby demise and lease unto LESSEE, and LESSEE does hire and rent from LESSOR the entire property located on \_\_\_\_\_, **East Hampton** Connecticut, being more particularly bounded and described on Exhibit "A" attached hereto and incorporated herein by reference, currently consisting of vacant land of \_\_\_\_\_ acres +/-, together with the appurtenances thereto, which property is hereinafter sometimes referred to as the "Premises".

**Section 1.2 – Term.** The term of this Lease shall commence **April 1, 2011** and terminate on the last day of **December, 2021 (10 years)** (hereinafter referred to as "Expiration Date"), unless sooner terminated as herein provided.

**Section 1.3 – Voluntary Termination:** LESSEE may terminate this lease at any time by providing notice to LESSOR.

**ARTICLE II: RENT**

**Section 2.1 – Yearly Base Rent.** LESSEE agrees to pay to the LESSOR, without notice or demand and without abatement, deduction or setoff, the monthly rent in advance on the first day of each and every calendar month during the term of this Lease.

At the signing of this Lease, any security deposit is waived by the LESSOR.

**The rent for the Premises is as follows: Ten Dollars and no/cents (\$10.00) per year or portion thereof.**

**Section 2.2 – Place of Payment.** Payment of rent shall be made to LESSOR at: Town Hall, 20 East High Street, East Hampton, Connecticut 06424, or at any other address designated by the LESSOR.

**Section 2.3 – Utilities and other Services.** There are no utilities to the property.

**ARTICLE III: USE OF PREMISES**

**Section 3.1 – Specific Purpose.** LESSEE shall use, occupy the Premises for those purposes, uses and activities as described in EXHIBIT B Attached.

**Section 3.2 – Provisions Against Certain Uses.** The LESSEE shall not occupy nor do or permit anything to be done in or on the Premises in a manner which will in anyway make void or voidable any insurance with respect to the Premises, or which shall constitute a public or private nuisance, and shall not use or occupy or permit the Premises to be used or occupied in any manner which will violate any law or regulation of any governmental authority. The LESSEE further agrees to comply with and conform to all the

<b>Initials (REQUIRED)</b>	
Lessor	_____
Lessee	_____

of the laws of The United States of America and the ordinances, by-laws, rules and regulations of the Town of East Hampton relating to health, nuisance, fire, highways, sidewalks and zoning insofar as the Premises are or maybe concerned and to save the LESSOR harmless from all fines penalties and costs of violation or noncompliance with same. Furthermore LESSEE shall not do or permit to be done any act or thing on said Premises which will invalidate or be in conflict with fire insurance policies covering the Premises and fixtures and property therein. LESSEE shall pay all costs, expenses, fines, penalties or damages which may be imposed on LESSOR by reason of LESSEE'S failure to comply with the provisions of this Article.

**ARTICLE IV: HOLDING OVER**

If LESSEE remains on the Premises beyond the expiration of this Lease or any renewal or extension hereof, without the prior written approval of LESSOR, such Holding Over shall not be deemed to create any tenancy, but LESSEE shall be deemed a tenant at sufferance at a daily rental rate equal to one and one-half (1-1/2) times the per diem rental rate and other charges under this Lease.

**ARTICLE V: QUIET ENJOYMENT**

LESSOR covenants that LESSOR has good right and lawful authority to enter into this Lease, and that, subject to all of the provisions of this Lease and to any, easements, restrictions, and zoning ordinances, LESSEE shall have the quiet and undisturbed possession of the Premises so long as the LESSEE shall not be in default hereunder.

**ARTICLE VI: REPAIRS, IMPROVEMENT, AND CONDITIONS OF PREMISES**

**Section 6.1 – Representations.** LESSEE has inspected the Premises, and is thoroughly acquainted with their condition. The parties hereby agree that LESSOR or LESSOR'S agents have neither made, nor has LESSEE relied upon, any representations, warranties, either expressed or implied, or promises with respect to the physical condition of the Premises, expenses of operation or any other matter or thing affecting or related to the Premises except as herein expressly set forth and no rights, easements or licenses are acquired by LESSEE by implication or otherwise except as expressly set forth in the provisions of this Lease. The continuing in possession of the Premises by LESSEE shall be conclusive evidence that the LESSEE accepts the same "as is" and that the Premises were in good condition at the time possession was taken.

**Section 6.2 – Improvements by LESSEE.** Lessee shall make no changes, alterations or additions to the Premises, other than routine maintenance, landscaping, or minor improvements, without the prior written approval of the LESSOR. LESSEE shall, throughout the term of this Lease, take good care of the Premises and any fixtures and appurtenances therein and at its sole cost and expense. Notwithstanding the foregoing, all damage or injury to the Premises or to any other part of the building, whether requiring structural or non-structural repairs, caused or resulting from carelessness, omission, neglect or improper conduct of the LESSEE, its agents, servants, employees, invitees or licensees, shall be repaired promptly by LESSEE at it's sole cost and expense, to the satisfaction of the LESSOR, reasonably exercised. LESSEE shall also repair all damage to the property at its own expense. All the aforesaid repairs shall be of the quality or class equal to contemporary standards. LESSEE shall give LESSOR prompt notice of any defective condition. LESSEE shall indemnify LESSOR against any mechanic's lien or claim arising out of its making repairs, alterations, additions or improvements.

**Section 6.3 – Maintenance of driveway.** LESSEE agrees and covenants with landlord that LESSEE will keep and maintain any driveway and/or roadway on said Premises clean and free from rubbish, trash and

<b>Initials (REQUIRED)</b>	
Lessor	_____
Lessee	_____

garbage and free from snow and ice. LESSEE agrees to indemnify and hold harmless the LESSOR, its agents and/or employees from and against all liability, should any person or pet entering, exiting, or using the Premises be injured in any manner, including but not limited to slip/fall incidents, resulting from any cause whatsoever, except in the case of the direct negligence of the LESSOR, its agents and/or employees.

**Section 6.4 – Repairs by LESSOR.** LESSOR reserves the right to stop service of any systems, when necessary by reason of accident or emergency, or for repairs, alterations, replacements or improvements, or if in the judgment of the LESSOR, such repairs, alterations, replacements or improvements are necessary or desirable, until such repairs, alterations, replacements or improvements shall have been completed. LESSOR shall use reasonable diligence to complete the repairs alterations replacements or improvements necessitated by the above occurrences. LESSOR shall have no responsibility or liability for failure to supply service during said period or when prevented from doing so by strikes, accidents or by any cause beyond LESSORS control, or by the laws, order or regulations of any federal, state or municipal authority or failure of coal, oil or other suitable fuel supply, or inability by exercise of reasonable diligence to obtain coal, oil, gas or other suitable fuel.

**ARTICLE VII: DAMAGE OR DESTRUCTION**

**Section 7.1 – Loss or Damage.** LESSOR shall not be liable for loss of or damage to any property of LESSEE by reason of theft or illegal entry. LESSOR or its agents shall not be liable for any injury or damage to persons or property by any cause whatsoever; nor shall LESSOR or its agents be liable for any such damage caused by other LESSEES or persons.

**Section 7.2 – Destruction.** In the event the demised Premises or any part thereof, or LESSEE’s personal property, shall, while this lease continues, be partially destroyed by fire or other casualty. No reimbursement or payment to LESSEE by LESSOR is due. LESEE takes the property at his own risk from fire, flood, acts of god, and damage from any cause whatsoever.

**ARTICLE VIII: NON-LIABILITY AND INSURANCE**

**Section 8.1 – Non-Liability.** The LESSOR shall not be liable to the LESSEE for any injury or damage to the LESSEE, its agents, contractors, servants, employees, SUB-LESSEES, licensees, customers or invitees for my damage to or loss (by theft or otherwise) of any property of the LESSEE or of any other person irrespective of the cause of such injury, damage or loss. The LESSEE shall defend, indemnify and save harmless the LESSOR its agents and employees against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable architects and attorney’s fees, which be imposed upon or incurred by or asserted against the LESSOR and/or its agents by reason of, or in any way arising out of the LESSEE’S occupancy of the Premises, including, but not limited to, any of the following occurrences during the term of this lease: (a) any work or thing, done in, on or about the Premises or any part thereof by or at the instance of the LESSEE, its agents, contractor sub-contractors, servants, employees, licensees or invitees; (b) any negligence or otherwise wrongful act or emission on the part of the LESSEE or any of its agents, contractors, sub-contractors, servants, SUB-LESSEES, employees licensees or invitees; (c) any accident injury or damage to any person or property occurring in, on or about the Premises or any part thereof vault, passageway or space adjacent thereto; (d) any failure of the LESSEE to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with. In case any action or proceeding is brought against the LESSOR by reason of any such claim, the LESSEE upon written notice from the LESSOR, shall at the LESSEE’S expense

<i>Initials (REQUIRED)</i>	
Lessor	_____
Lessee	_____

resist or defend such action or proceeding by counsel approved by the LESSOR in writing, which approval LESSOR shall not unreasonably withhold. The LESSEE further agrees that it is occupying the Premises at its own risk and releases the LESSOR to the fullest extent permitted by law, from all claims of any kind resulting in loss of life, personal or bodily injury, or property damage. The LESSOR shall not be responsible or liable to the LESSEE or to any other person for any loss or damage to person or property that may be occasioned by or through the acts or omissions of persons occupying adjacent or adjoining Premises or due to any bursting, breakage, or by or from leakage, steam or ice running, backing up, seepage or the overflow of water or sewage on any part of the Premises or for any injury or damage caused by or resulting from any defect or negligence in the occupancy, construction, operation or use of the Premises.

**Section 8.2 – Public Liability and Other Insurance.** LESSEE shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises in which the limits of public liability shall be not less than One Million and 00/100 (\$1,000,000.00) Dollars and in which the property damage shall be not less than Three Hundred Thousand and 00/100 (\$300,000.00) Dollars. The policy shall name LESSOR and LESSEE as insured and shall contain a clause that insurer will not cancel or change the insurance without first giving the LESSOR ten (10) days prior written notice. The insurance shall be in an insurance company approved by LESSOR and a copy of the policy or a certificate of insurance shall be delivered to LESSOR.

**Section 8.3 – Qualification of Insurers.** All insurance provided for in this lease shall be effected under enforceable policies issued by insurers of recognized responsibility, licensed to do business in the State of Connecticut.

**ARTICLE IX: DEFAULT BY LESSEE**

**Section 9.1 – Breach of Covenant.** If LESSEE shall make default in the terms and conditions of this lease for a period of ten (10) days after written notice of such default is given by LESSOR to LESSEE without action by LESSEE to remedy such default, and continuance of such action to remedy such default to conclusion with reasonable diligence, then and forthwith thereafter, LESSOR shall have the right, at its option and without prejudice to its right hereunder, to terminate this Lease and to re-enter and take possession of the Premises, or LESSOR, without such re-entry, may recover possession of the Premises in the manner prescribed by the Statute related to Summary Process, and any demand for rent, re-entry for condition broken, and any and all Notices to Quit, or other formalities of any nature, to which LESSEE may be entitled, in such event, are hereby specifically waived; and that after default made in any of the covenants contained herein, the acceptance of the rent or failure to re-enter by LESSOR shall not be held to be a waiver of its right to terminate this Lease, and LESSOR may re-enter and take possession thereof the same as if no rent had been accepted after such default. In addition thereto, on the happening of any of the events hereinabove referred to, LESSOR may, at its option, declare immediately due and payable all the remaining installments of rent herein provided for and such amount, less the fair rental value of the Premises, for the residue of said term shall be construed as liquidated damages and shall constitute a debt provable in bankruptcy or receivership.

**Section 9.2 – Damages.** In the event of LESSEE’S default as aforesaid, LESSEE also agrees: (1) to indemnify and save LESSOR harmless from and against all expenses which LESSOR may incur, including, without limitation, legal expenses, attorney’s fees, brokerage fees and the cost of putting the Premises in good order or preparing the same for rental; (2) that LESSOR may relet the Premises or any part of parts thereof, either in the name of the LESSOR or otherwise for a term or terms which may, at LESSOR’S option, be less than or exceed the period which would otherwise have constituted the balance of the terms and of any

**Initials (REQUIRED)**  
Lessor \_\_\_\_\_  
Lessee \_\_\_\_\_

extension thereof and may grant concessions or free rent; and (3) LESSEE or its legal representatives shall pay LESSOR as liquidated damages for the failure of LESSEE to observe and perform LESSEE'S covenants herein contained any deficiency between the rent and additional charges hereby reserved and the net amount, if any, of the rents collected on account of any lease or leases of the Premises for each month of the period which would otherwise have constituted the balance of the term. The failure or refusal of LESSOR to relet the Premises or any part or parts thereof shall not release or affect LESSEE'S liability for damages. LESSOR, at its option, may make such alterations, repairs, or replacements and decorations on the Premises that LESSOR, in its sole judgment, considers advisable and necessary for the purposes of reletting the Premises, and the making of such alterations or decorations shall not operate or be construed to release LESSEE from liability hereunder. LESSOR shall in no event be liable for failure to relet the Premises or, if the Premises are relet, for failure to collect the rent thereof under such subletting.

**Section 9.3 – Non-Waiver.** LESSOR'S failure to act upon breach of any of the covenants of this Lease by LESSEE shall in no way constitute a waiver of the rights of LESSOR, at any time in the future, to act upon such default; not shall any such failure to act prevent LESSOR from acting in the event of any other or future breach of LESSEE'S covenants.

**Section 9.4 – Deferred Payments.** No delay or delays in the payment of rent or additional charges reserved in manner or in times stipulated and no failure of LESSOR to enforce the provisions of the Lease upon such occasion or in the case of default of any covenant herein contained on the part of LESSEE to be performed, shall be construed as creating a custom of deferred payments or as a waiver of any of the provisions of this Lease of LESSOR'S right to terminate this Lease or otherwise to enforce the provisions thereof.

**Section 9.5 – Provisions not Exclusive.** Any and all rights and remedies herein created for LESSOR shall be cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another. The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies LESSOR would otherwise have by law.

**ARTICLE X: SUBLETTING AND ASSIGNMENT**

LESSEE, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, not underlet, or suffer or permit the Premises or any part thereof to be used by others, without the prior written consent of LESSOR in each instance. If this Lease be assigned, or if the Premises or any part thereof be underlet or occupied by anybody other than LESSEE, LESSOR may, after default by LESSEE, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, undertenant or occupant as LESSEE, or a release of LESSEE from the further performance by LESSEE of covenants on the part of LESSEE herein contained. The consent by LESSOR to an assignment or underletting shall not in any wise be construed to relieve LESSEE from obtaining the express consent in writing of LESSOR to any further assignment or underletting. In the event of an assignment or sublease, LESSOR shall be entitled to an additional rental from the LESSEE, the assignee, or the sublessee equal to one-half of the excess rental obtained by the LESSEE or payable by the assignee or the sublessee over and above the basic monthly rental payable under this Lease.

**Initials (REQUIRED)**

Lessor	_____
Lessee	_____

**ARTICLE XI: SURRENDER IN GOOD ORDER**

The LESSEE shall, upon the expiration or sooner termination of the lease term or any extension or renewal thereof, surrender to the LESSOR, the entire Premises in good condition and repair, reasonable wear excepted. All buildings, alterations, rebuildings, replacements, changes, additions, improvements, equipment, and appurtenances on or in the Premises at the commencement of the term of this Lease and which may be erected, installed, or affixed on the Premises during the term of this Lease or any extension or renewal thereof, shall immediately become the sole and absolute property of the LESSOR and shall be deemed to be part of the Premises, except that all movable trade fixtures installed by the LESSEE shall be and remain the property of the LESSEE. However, any trade fixtures or personal property belonging to the LESSEE or any SUB-LESSEE, if not removed by such termination, if the LESSOR shall so elect, shall be deemed abandoned and shall become the property of the LESSOR without any payment or offset therefore.

**ARTICLE XII: WAIVER OF PRIORITY AND RELATIONSHIP OF PARTIES**

**Section 12.1- Subordination.** LESSEE shall upon written request of LESSOR subordinate this lease to the lien of any first mortgage or ground lease which may now or hereafter affect the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. Upon confirmation of such subordination, LESSEE shall execute promptly any certificate that LESSOR may request. LESSEE hereby constitutes and appoints LESSOR the LESSEE'S attorney-in-fact to execute any such certificate or certificates for and on behalf of LESSEE.

**Section 12.2 – Estoppel Certificate.** Each party agrees, at any time and from time to time, as requested by the other party, upon not less than ten (10) days' prior notice, to execute and deliver to the other, a statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications), certifying the dates to which the fixed rent and additional rent have been paid, and stating whether or not, to the best knowledge of the signer, the other party is in default in performance of any of its obligations under this lease, and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom the party requesting such certificate may be dealing.

**ARTILCLE XIII: ENTRY AND ACCESS**

LESSEE shall permit LESSOR to use the property for his own purposes so long as they do not interrupt the operations of the LESSEE. LESSOR, or its agents, shall have the right to enter the Premises at reasonable hours in the day or night to examine the same, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of LESSOR to make any such repairs, additions or alterations), or to exhibit the same to prospective purchasers or mortgagees of the building, and during any portion of the term for the purpose of showing the same to prospective LESSEES. If during the last mouth of the term LESSEE, shall have removed all or substantially all of LESSEE'S property therefrom, LESSOR may immediately enter, alter, renovate the Premises without limitation or abatement of rent, or incurring liability to LESSEE for any compensation and any such act shall have no affect on this Lease or LESSEE'S obligations hereunder.

<b>Initials (REQUIRED)</b>	
Lessor	_____
Lessee	_____

**ARTICLE XIV: TRANSFER OF LESSOR’S INTEREST**

The obligations of LESSOR under this lease shall not be binding upon LESSOR with respect to any period subsequent to the transfer of its interest in the building, and/or land as owner or LESSEE thereof and in the event of such transfer, said obligations shall thereafter be binding upon each transferee of the interest of the LESSOR herein named as such owner or Lessee of the building, but only with respect to the period ending with a subsequent transfer within the meaning of this Article.

**ARTICLE XV: CONCLUDING PROVISIONS**

**Section 15.1 – Notices.** All notices shall be given by Registered or Certified Mail, Return Receipt Requested, and all notices to LESSOR shall be addressed to it at: *East Hampton CT Soccer Club, Inc., c/p Barber & Staron, LLC 36 East High Street, East Hampton, Connecticut 06424, or at such other place as may be designated* by written notice to LESSEE, and to LESSEE at its place of business to: *Town Manager, 20 East High Street, East Hampton, Connecticut 06424,* or to such other place as may be designated by written notice to LESSOR. Said notice shall be deemed to have been given, rendered or made on the day so mailed unless mailed outside of the State of Connecticut, in which case it shall be deemed to have been given, rendered, or made on the expiration of the normal period of time for delivery of mail from the post office of origin to the post office of destination.

**Section 15.2 – Partial Invalidity.** The invalidity of one or more phrases, sentences, clauses, Sections or Articles contained in this Lease shall not affect the remaining portions of this Lease or any part thereof.

**Section 15.3 – Modification for Mortgages.** In the event that any present or future financial institution or insurance company which holds a mortgage on the land and building or any part thereof shall request any modification of this Lease, then LESSEE agrees to execute the same provided that such modification does not materially increase the liability of LESSEE hereunder.

**Section 15.4 – Short Form of Lease.** At the request of either party, LESSOR and LESSEE shall promptly execute, acknowledge and deliver a memorandum with respect to this Lease sufficient for recording in accordance with the statutes of the State of Connecticut. The parties further agree to execute a memorandum setting forth the actual starting date of this Lease. In no event shall this Lease be recorded, and if LESSEE records this Lease in violation of the terms hereof, LESSOR shall have the option to terminate this Lease upon notice to LESSEE, and to recover all fees and costs associated with remedying said recording.

**Section 15.5 – Waiver of Prejudgment Remedy.** LESSEE hereby acknowledges that this Lease constitutes a commercial transaction, as such term is used and defined in Section 52-278 et seq. of the Connecticut General Statutes. LESSEE does hereby expressly and irrevocably waive any notice and/or hearing to determine probable cause which may be required for prejudgment remedies under said Section.

**Section 15.6 – Trial by Jury.** It is mutually agreed by and between LESSOR and LESSEE that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of LESSOR and LESSEE and LESSEE’S use of or occupancy of said Premises.

**Section 15.7 – Time.** Time for the performance of LESSEE’S covenants shall be of the essence in this Lease.

<b>Initials (REQUIRED)</b>	
Lessor	_____
Lessee	_____

**Section 15.8 – Entire Agreement.** This Lease contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Lease.

**Section 15.9 – Amendment.** This Lease may not be amended, modified, altered or changed in any respect whatsoever except by further agreement in writing duly executed by each of the parties hereto.

**Section 15.10 – Successors.** This agreement shall be binding upon the parties hereto, their heirs, successors, executors, administrators, and assigns.

**Section 15.11 – Persons and Property Bound.** LESSEE hereby agrees that any judgment, decree or award obtained against LESSOR or any succeeding owner of LESSOR’S interest which is in any manner related to this Lease, or of the Premises or LESSEE’S use or occupancy of the Premises, shall be satisfied out of LESSOR’S equity in the Premises to the extent then owned by LESSOR or such succeeding owner, and LESSEE further agrees to look only to such assets and to no other assets of LESSOR or such succeeding owners for satisfaction.

**Section 15.12 – Delivery of Lease.** The delivery of a draft of this Lease by LESSOR shall not be deemed an offer. No rights are to be conferred upon LESSEE until this Lease has been signed by LESSOR and an executed copy of the Lease has been delivered to LESSEE.

**Section 15.13 – Joint Effort.** The preparation of this agreement has been the joint effort of the parties and the resulting document shall not be construed more severely against one of the parties than the other.

**Section 15.14 – Governing Law.** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

**Section 15.15 – Captions.** The index and captions of this Lease are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Lease, nor in any way affect this Lease.

**Section 15.16 – Broker.** LESSEE covenants, warrants and represents that there was no broker involved in this Lease.

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

Signed, sealed and delivered In the presence of:

\_\_\_\_\_  
**LESSOR – East Hampton CT Soccer Club, Inc.**  
**By: David DeMerchant, President**  
**Duly Authorized**

\_\_\_\_\_  
**LESSEE – Town of East Hampton, Connecticut**  
**By: \_\_\_\_\_, Town Manager**  
**Duly Authorized**

<b>Initials (REQUIRED)</b>	
Lessor	_____
Lessee	_____

**EXHIBIT A  
LEGAL DESCRIPTION**

Two certain pieces or parcels of land together with the buildings and improvements situated thereon in the Town of East Hampton, County of Middlesex, and State of Connecticut:

**FIRST PIECE**

That piece shown on a map entitled "Map of Survey Showing Property of Marjorie Dillon to be Acquired by the Town of East Hampton Lying between Conn. Route #66 & Gildersleeve Drive East Hampton, Connecticut Scale: 1" = 40ft. 17 Mar. 1995 Bascom Magnotta, Inc. Surveying and Engineering Consultants, Durham, Conn." Which map is on file in the East Hampton Town Clerk's Office. Said premises are bounded and described as follows:

Beginning at a point in the northerly street line of Middletown Avenue – Conn. Route #66 said point marking the southwesterly corner of the herein described premises and the southeasterly corner of land now or formerly of Grace M. & Sally A. Sartre as shown on said map; thence running N 13° 32' 27" W along land now or formerly of Grace M. & Sally A. Sartre as shown on said map a distance of 186.12 feet to a set iron pipe as shown on said map; thence turning and running S 78° 09' 12" E along land now or formerly of the Town of East Hampton as shown on said map a distance of 131.14 feet to a point; thence turning and running N 21° 10' 18" E along land now or formerly of the Town of East Hampton as shown on said map a distance of 286.16 feet to a point marked by a set iron pipe as shown on said map; thence turning and running the following courses and distances along Gildersleeve Drive: S 62° 52' 27" E a distance of 2.87 feet; S 71° 04' 27" E a distance of 177.50 feet; S 73° 13' 27" E a distance of 180.13 feet; S 76° 54' 53" E a distance of 177.94 feet to a point which point marks the north east corner of the herein described premises; thence turning and running S 57° 49' 36" W along Middletown Avenue – Conn. – Route #66 as shown on said map a distance of 64.32 feet to a point; thence running southwesterly along the arc of curve along Middletown Avenue – Conn. – Route #66 with a radius of 1,602.28 feet for a distance of 309.50 feet along said curve to a point as shown on said map; thence running southwesterly along the arc of curve along Middletown Avenue – Conn. – Route #66 with a radius of 1602.28 feet for a distance of 309.29 feet along said curve to a point as shown on said map; thence running S 79° 56' 33" W along Middletown Avenue – Conn. – Route #66 for a distance of 77.70 feet to the point and place of the beginning.

**SECOND PIECE**

That certain piece or parcel of land in the Town of East Hampton, County of Middlesex, and State of Connecticut, containing 1.45 acres as shown on a map entitled "Map of Property to be conveyed by Sandy V. and Doris E. Paraiso to the Town of East Hampton, East Hampton, Connecticut, surveyed by Cahn Engineers, Inc. Consulting Engineers, New Haven, Conn. Scale 1"=40' and dated

<i>Initials (REQUIRED)</i>	
Lessor	_____
Lessee	_____

September, 1971", on file in the East Hampton Town Clerk's Office, to which reference may be had. Said premises are bounded and described as follows:

Commencing at a point in the southerly street line of Coughlin Road, said point marking the northwest corner of lands now or formerly of James E. Coughlin; thence running S 66° 32' 35" E, 48.74 feet along the southerly street line of Coughlin Road; thence running S 61° 47' 50" E, 174.16 feet along the southerly street line of Coughlin Road; thence running S 20° 58' 50" W, 286.03 feet along other lands of Doris E. Paraiso, Grantor herein; thence running N 78° 20' 40" W, 131.14 feet along other lands of Doris E. Paraiso, the Grantor herein; thence running N 15° 43' 11" W, 55.12 feet; thence running N 8° 56' 45" W, 35.18 feet; thence running N 4 ° 52' 33" W, 51.50 feet; thence running N 1° 24' 10" W, 43.45 feet; thence running N 12° 34' 27" E, 49.87 feet; thence running N 23° 02' 54" E, 66.98 feet; thence running N 23° 26' 05" E, 53.86 feet; the last seven described courses being along the Easterly line of land now or formerly of James E. Coughlin to the point and place of the beginning.

<i>Initials (REQUIRED)</i>	
Lessor	_____
Lessee	_____

## EXHIBIT B

### PURPOSES, USES AND ACTIVITIES

The Lessee will be allowed to develop, use, manage and regulate the Premises at its discretion with the goal of creating athletic facilities and soccer fields. Additionally to develop facilities that may provide diverse year-round recreational and leisure opportunities, through the development of and preservation of open space, park settings, green settings, recreational facilities, and to preserve and provide natural areas, and resource-based recreation for East Hampton citizens.

The LESEE may manage and regulate public access and use, and charge those fees that are reasonable and necessary in order to manage the benefit.

<i>Initials (REQUIRED)</i>	
Lessor	_____
Lessee	_____



We Value Your Community

## Town of East Hampton

**RMS Home**

**RMS Cama-Lot**

**RMS Clients**

**Return to Query?**

**Another From**

**List?**

**Printable Version**

**Log-Off**

### Search Results

**Location:** GILDERSLEEVE DR

**Unit # :**

**Account #:** R20109

**M/B/L:** 06 / 6 / 1A

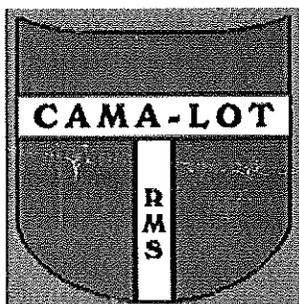
**Type:** Residential

**PA490:** No

**Zoning:** R-2

**Card/OfCard:** 1 / 1

**No Photo**



### Valuation Summary

<i>Item</i>	<i>Code</i>	<i>Appraised Value</i>	<i>Assessed Value</i>
Vacant Lot	5-1	76790	53750
<b>TOTAL</b>		<b>76790</b>	<b>53750</b>

**Note: All assessments are based on revaluation year 2005**

### Legal Stuff :

The information contained on this web site should be used for Assessment purposes ONLY. The Town(s) and RMS Inc are not responsible for any other use of this data.

### Owner Information

EAST HAMPTON TOWN OF

20 EAST HIGH ST

EAST HAMPTON, CT. 06424

**Volume:** 105

**Page:** 340

**Recording Date:** 00/00/0000

### Sale History

<i>Sale Date</i>	<i>Sale Price</i>
No recent sales data	

### Land Valuation

**Total Acres: 1.45**

**Base Lot Size: 1.38**

**Lot Breakdown:**

<i>Acres</i>	<i>Appraised Value</i>	<i>Assessed Value</i>
1.38	76500	53550

**Excess Land Breakdown:**

<i>Acres</i>	<i>Appraised Value</i>	<i>Assessed Value</i>
0.07	290	200

**Construction Detail**

<i>Item</i>	<i>Detail</i>	<i>Item</i>	<i>Detail</i>
Design:	n/a	Fireplace	n/a
Exterior:	n/a	Living Area:	n/a
Roof Mat:	n/a	Basement Area:	n/a
Roof Type:	n/a	Bsmt Finished:	n/a
Story Height:	n/a	Foundation:	n/a
Basement Gar:	n/a	Rooms:	n/a
Heat 1:	n/a	Bedrooms:	n/a
Heat 2:	n/a	Year Built:	n/a
Heating Fuel:	n/a		

**Plumbing**

<i>Type</i>	<i>Number</i>
none	

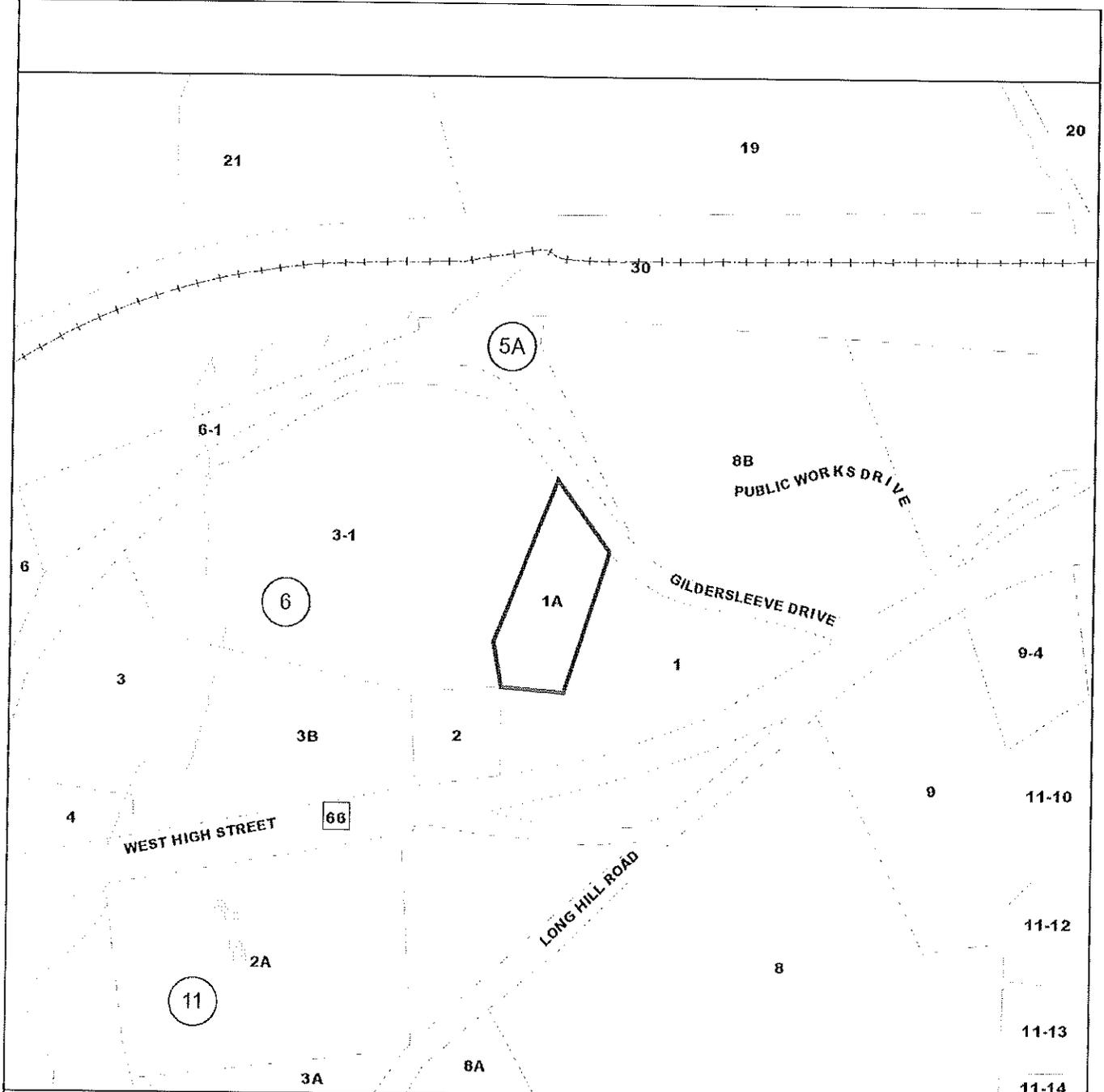
**Outbuildings**

<i>Type</i>	<i>Area</i>	<i>Value</i>	<i>Year Built</i>	<i>Width</i>	<i>Length</i>
None					

**Sketch**

**No Sketch**

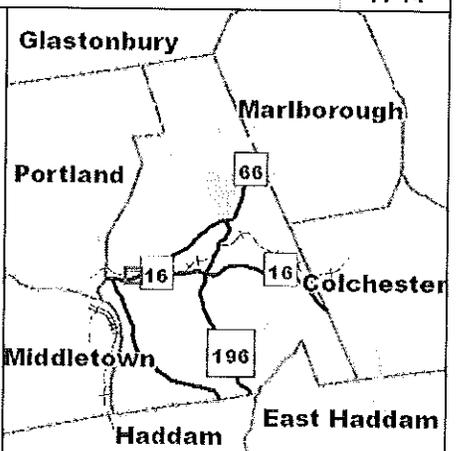
1/3/2011



Property ID: 06/6/1A  
 Address: GILDERSLEEVE DR  
 Owner: EAST HAMPTON TOWN OF

**MAP FOR REFERENCE ONLY  
 NOT A LEGAL DOCUMENT**

Because of different update schedules, current property assessments may not reflect recent changes to property boundaries. Check with the Assessors' Office to confirm boundaries used at the time of assessment.



-  Connecticut Towns
-  Connecticut County Index

**Natural Resources**

- Dams
- Rivers/Streams
- Waterbody
  -  Reservoir/Lake/Pond
  -  Swamp
-  Subregional Basins
- FEMA Flood Zones
  -  100 Year Flood Zone
  -  500 Year Flood Zone
- Groundwater
  -  GA
  -  GAA, GAAs
  -  To GA, GAA
  -  GB
  -  GC
- Wetland Soils
- Soils
  -  Alluvial and floodplain soils
  -  Non-wetland soils
  -  Poorly drained and/or very poorly drained soils
  -  Water
- Open Space: DEP
- Open Space: Municipal
- Land Cover 2002
  -  Developed
  -  Turf and grass
  -  Other grasses and agriculture
  -  Deciduous forest
  -  Coniferous forest
  -  Water
  -  Non-forested wetland
  -  Forested wetland
  -  Tidal wetland
  -  Barren
  -  Utility right of way

**Zoning**

-  Salmon River Protection Area
-  Connecticut River Protection Area
-  Lake Pocotopaug Watershed
-  Pine Brook Protection Area
- Zoning Districts
  -  C, Commercial
  -  DD, Design Development
  -  I, Industrial
  -  PO / R, Professional Offices / Residential
  -  R-1, Lakeside and Village Residential
  -  R-2, Single Family Residential
  -  R-3, Residential (Resource)
  -  R-4, Rural Residential
  -  RL, Reserved Land
  -  VC, Village Center
-  Middle Haddam Historic District

**Transportation**

-  Major Streets
- Right of Way (Major)
  -  Edge of Paved Area
  -  Edge of Unpaved Area
  -  Edge of Trail
  -  Bridge
- Right of Way (Minor)
  -  Edge of Drive
  -  Tunnel/Portal
- Railroad
  -  Railroad
  -  Abandoned Railroad

**Structures**

- Building (<100' on a side)
- Building (>100' on a side)
- Points of Interest
  -  Fire
  -  Ambulance
  -  Library
  -  Police
  -  Church
  -  School
  -  Post Office
  -  Senior Center
  -  Senior Housing
  -  Town Hall
  -  Parking

**Tax Map Layers**

- Parcel Lines (by type)
  -  Current, Parcel
  -  Current, Road
  -  Current, Water
  -  Current, Town Boundary
  -  Historic, Former Parcel
  -  Historic, Former Road
  -  Historic, Former Water
  -  Hook Line
  -  Parcels

344

VOL. 105

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto it the said grantee heirs, successors and assigns forever, to its own proper use and behoof.

And also, I the said grantor do for myself; my heirs, executors and administrators, covenant with the said grantee that at and until the ensembling of these presents. I am well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as hereinbefore mentioned.

And Furthermore, I the said grantor do by these presents bind myself and my heirs, executors and administrators forever to WARRANT AND DEFEND the above granted and bargained premises to the said grantee against all claims and demands whatsoever, except as hereinbefore mentioned.

In Witness Whereof, I have hereunto set my hand and seal this 30th day of September in the year of our Lord nineteen hundred and seventy one.

Signed, Sealed and Delivered in presence of

A. Robert Gordon

Doris E. Paraiso

Kathryn C. Raney

State of Connecticut, County of MIDDLESEX

SS. Middletown September 30, 1971

On this the 30th day of September, 1971, before me, the undersigned officer, personally appeared

DORIS E. PARAISSO known to me (or satisfactorily proven) to be the person whose name she subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

A. Robert Gordon Commissioner of the Superior Court

RECEIVED FOR RECORD AT H. HAMPDEN, CT. ON 10-5-71 AT 11:01 P.M. ALBERT THOMAS H. VICK, Town Clerk

A. Robert Gordon Title of Officer

State of Connecticut,

FORM 23 CONNECTICUT - WARRANTY DEED

TITLEBLANK REG. 10-1-63 BY STATE OFFICE  
Toll-free Law Print. Publishers' Bureau, Inc.

# In all People to Whom these Presents shall Come, Greeting:

Know Ye, That I, DORIS E. PARAISO, of the Town of East Hampton, County of Middlesex and State of Connecticut

for the consideration of FOUR THOUSAND EIGHT HUNDRED EIGHTY FIVE (\$4,885.00) DOLLARS

received to my full satisfaction of THE TOWN OF EAST HAMPTON, Connecticut

do give, grant, bargain, sell and confirm unto the said TOWN OF EAST HAMPTON all that certain piece or parcel of land in the Town of East Hampton, County of Middlesex, and State of Connecticut, containing 1.45 acres as shown on a map entitled "Map of Property to be conveyed by Sandy V. and Doris E. Paraiso to the Town of East Hampton, East Hampton, Connecticut, surveyed by Cahn Engineers, Inc. Consulting Engineers; New Haven, Conn. Scale 1"=40' and dated September, 1971", on file in the East Hampton Town Clerk's Office, to which reference may be had. Said premises are bounded and described as follows:

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"No Conveyance Tax collected

*Dorcas M. Kelly*  
Town Clerk of East Hampton"



We Value Your Comm...

# Town of East Hampton

- [RMS Home](#)
- [RMS Cama-Lot](#)
- [RMS Clients](#)
- [Return to Query?](#)
- [Another From List?](#)
- [Printable Version](#)
- [Log-Off](#)

## Search Results

Location: 005 GILDERSLEEVE DR

Unit # :

Account #: R20145

M/B/L: 06 / 6 / 1

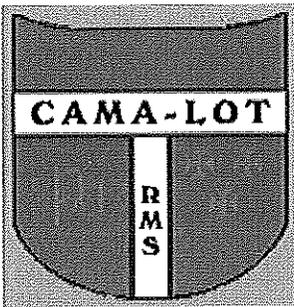
Type: Residential

No Photo

PA490: No

Zoning: R-2

Card/OfCard: 1 / 1



## Valuation Summary

Item	Code	Appraised Value	Assessed Value
Vacant Lot	5-1	84670	59270
<b>TOTAL</b>		<b>84670</b>	<b>59270</b>

**Legal Stuff :**  
 The information contained on this web site should be used for Assessment purposes ONLY. The Town(s) and RMS Inc are not responsible for any other use of this data.

**Note: All assessments are based on revaluation year 2005**

## Owner Information

EAST HAMPTON TOWN OF

20 EAST HIGH ST

EAST HAMPTON, CT. 06424

Volume: 274

Page: 009

Recording Date: 00/00/0000

## Sale History

Sale Date	Sale Price
No recent sales data	

## Land Valuation

Total Acres: 3.42

Base Lot Size: 1.38

**Lot Breakdown:**

Acres	Appraised Value	Assessed Value
1.38	76500	53550

**Excess Land Breakdown:**

Acres	Appraised Value	Assessed Value
2.04	8170	5720

**Construction Detail**

Item	Detail	Item	Detail
Design:	n/a	Fireplace	n/a
Exterior:	n/a	Living Area:	n/a
Roof Mat:	n/a	Basement Area:	n/a
Roof Type:	n/a	Bsmt Finished:	n/a
Story Height:	n/a	Foundation:	n/a
Basement Gar:	n/a	Rooms:	n/a
Heat 1:	n/a	Bedrooms:	n/a
Heat 2:	n/a	Year Built:	n/a
Heating Fuel:	n/a		

**Plumbing**

Type	Number
none	

**Outbuildings**

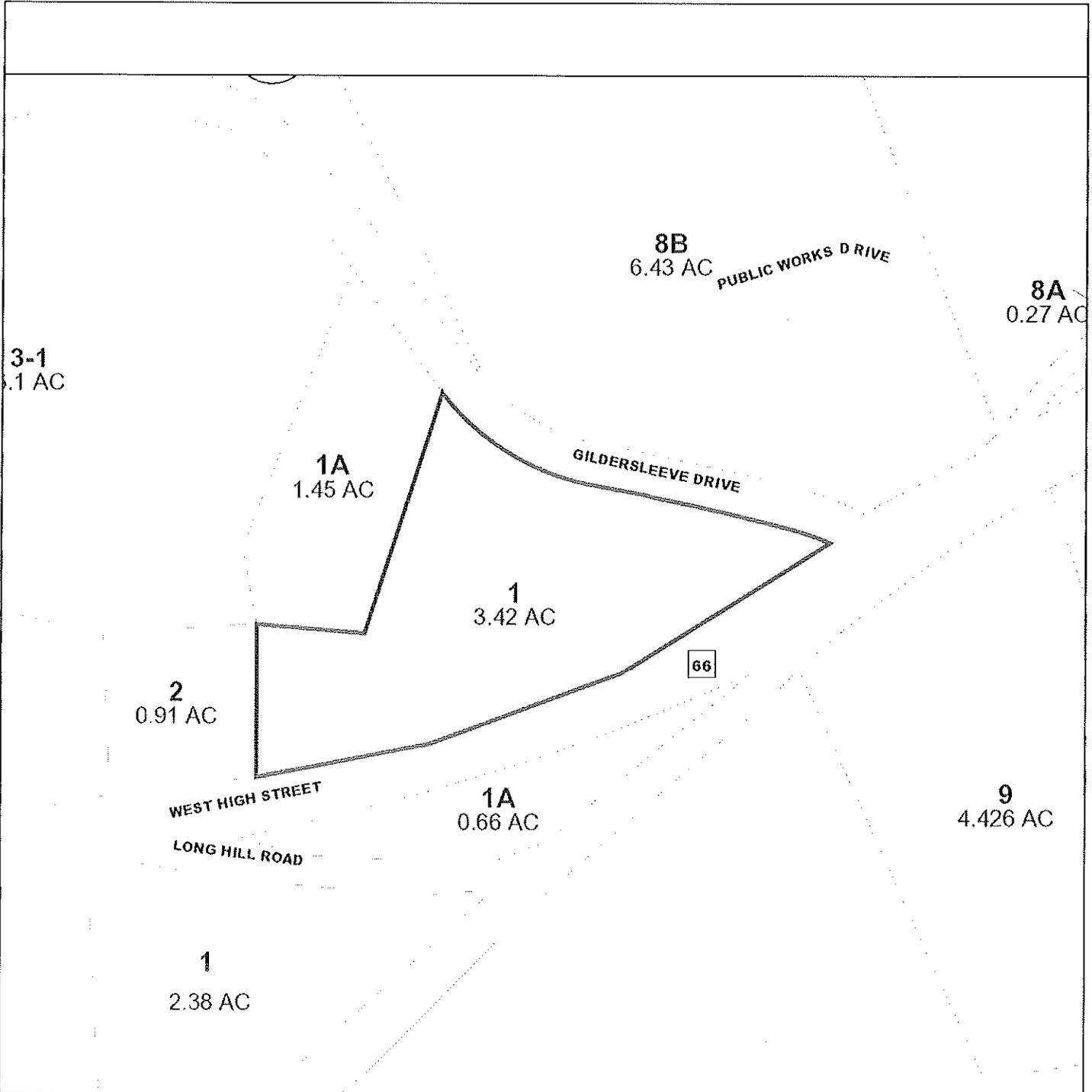
Type	Area	Value	Year Built	Width	Length
None					

**Sketch**

No Sketch

Web Site Design  
by KidoImages LLC

[about rms](#) | [rms Cama-Lot](#) | [rms clients](#) | [contact us](#) | [town databases](#)

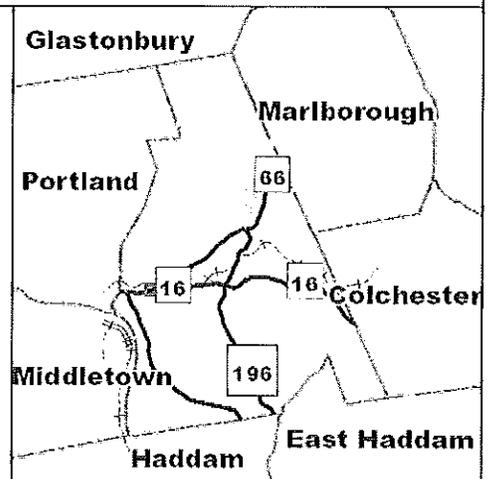


Property ID:  
 Address:  
 Owner:



MAP FOR REFERENCE ONLY  
 NOT A LEGAL DOCUMENT

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-  Connecticut County Index

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  -  500 Year Flood Zone
- Groundwater
  -  GA
  -  GAA, GAAs
  -  To GA, GAA
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- Soils
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  -  Poorly drained and/or very poorly drained soils
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  -  Other grasses and agriculture
  -  Deciduous forest
  -  Coniferous forest
  -  Water
  - Non-forested wetland*
  - Forested wetland*
  -  Tidal wetland
  -  Barren
  -  Utility right of way

**Zoning**

-  Salmon River Protection Area
-  Connecticut River Protection Area
-  Lake Pocotopaug Watershed
-  Pine Brook Protection Area
- Zoning Districts
  -  C, Commercial
  -  DD, Design Development
  -  I, Industrial
  -  PO / R, Professional Offices / Residential
  -  R-1, Lakeside and Village Residential
  -  R-2, Single Family Residential
  -  R-3, Residential (Resource)
  -  R-4, Rural Residential
  -  RL, Reserved Land
  -  VC, Village Center
-  Middle Haddam Historic District

**Transportation**

-  Major Streets
- Right of Way (Major)
  -  Edge of Paved Area
  -  Edge of Unpaved Area
  -  Edge of Trail
-  Bridge
- Right of Way (Minor)
  -  Edge of Drive
  -  Tunnel/Portal
- Railroad
  -  Railroad
  -  Abandoned Railroad

**Structures**

- Building (<100' on a side)
- Building (>100' on a side)
- Points of Interest
  -  Fire
  -  Ambulance
  -  Library
  -  Police
  -  Church
  -  School
  -  Post Office
  -  Senior Center
  -  Senior Housing
  -  Town Hall
  -  Parking

**Tax Map Layers**

- Parcel Lines (by type)
  -  Current, Parcel
  -  Current, Road
  -  Current, Water
  -  Current, Town Boundary
  -  Historic, Former Parcel
  -  Historic, Former Road
  -  Historic, Former Water
  -  Hook Line
-  Parcels

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6632

**STATUTORY FORM  
QUIT CLAIM DEED**

I, Marjorie E. Dillon of the Town of East Haddam, County of Middlesex and State of Connecticut, acting herein by Doris E. Paraiso her Attorney-in-Fact by virtue of a Power of Attorney dated February 9, 1987 and recorded immediately prior to this deed, for good and valuable consideration paid, grant to the Town of East Hampton, a municipal corporation located in Middlesex County and State of Connecticut, the real estate described in Schedule A attached hereto with **QUIT CLAIM COVENANTS**.

Signed this 12th day of April, 1995.

Witnessed by:

Marjorie E. Dillon

by: Doris E. Paraiso  
Doris E. Paraiso, her Attorney-in-Fact

STATE OF CONNECTICUT :  
: ss. Middletown  
COUNTY OF MIDDLESEX :

No Conveyance Tax received  
Jan H. Siena, Asst  
Town Clerk of East Hampton

The foregoing instrument was acknowledged before me this 12th day of April, 1995, by Doris E. Paraiso Attorney-in-Fact on behalf of Marjorie E. Dillon.

Richard W. Tomc  
Richard W. Tomc  
Commissioner of the Superior Court

Grantees' Address:  
20 East High St.  
East Hampton, CT 06424

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Schedule A

All that certain piece or parcel of land together with the buildings and improvements thereon situated in the Town of East Hampton, County of Middlesex and State of Connecticut, shown on a map entitled "Map of Survey Showing Property of Marjorie Dillon to be Acquired by The Town of East Hampton Lying Between Conn. Route #66 & Gildersleeve Drive East Hampton, Connecticut Scale: 1"=40 ft. 17 Mar. 1995 Bascom Magnotta, Inc. Surveying and Engineering, Consultants, Durham, Conn." which map is on file in the East Hampton Town Clerks Office. Said premises are bounded and described as follows:

Beginning at a point in the northerly street line of Middletown Avenue - Conn. Route #66 said point marking the southwesterly corner of the herein described premises and the southeasterly corner of land now or formerly of Grace M. & Sally A. Sartre as shown on said map; thence running N 13° 32' 27" W along land now or formerly of Grace M. & Sally A. Sartre as shown on said map a distance of 186.12 feet to a set iron pipe as shown on said map; thence turning and running S 78° 09' 12" E along land now or formerly of the Town of East Hampton as shown on said map a distance of 131.14 feet to a point; thence turning and running N 21° 10' 18" E along land now or formerly of the Town of East Hampton as shown on said map a distance of 286.16 feet to a point marked by a set iron pipe as shown on said map; thence turning and running the following courses and distances along Gildersleeve Drive: S 62° 52' 27" E a distance of 2.87 feet; S 71° 04' 27" E a distance of 177.50 feet; S 73° 13' 27" E a distance of 180.13 feet; S 76° 54' 53" E a distance of 177.94 feet to a point which point marks the northeast corner of the herein described premises; thence turning and running S 57° 49' 36" W along Middletown Avenue - Conn. - Route #66 as shown on said map a distance of 64.32 feet to a point; thence running southwesterly along the arc of curve along Middletown Avenue - Conn. - Route #66 with a radius of 1,602.28 feet for a distance of 309.50 feet along said curve to a point as shown on said map; thence running southwesterly along the arc of curve along Middletown Avenue - Conn. - Route #66 with a radius of 1,602.28 feet for a distance of 309.29 feet along said curve to a point as shown on said map; thence running S 79° 56' 33" W along Middletown Avenue - Conn. - Route #66 for a distance of 77.70 feet to the point and place of the beginning.

RECEIVED FOR RECORD AT E. HAMPTON, CT  
ON 4/13/95 AT 8:17 AM  
Attest: PAULINE L. MARKHAM, Town Clerk

**Nancy Hasselman, CCMC  
Collector of Revenue  
Town of East Hampton**

March 18, 2011

To: The East Hampton Town Council

Please find copies of tax refunds for your review. The total refunds equal \$10,314.72.

Thank you for your assistance.



Nancy Hasselman, CCMC  
Collector of Revenue

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2,561.45 +  
3,545.91 +  
1,812.18 +  
2,383.59 +  
11.59 +  
10,314.72 \*

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