

Saint Clements Marina

PZC
0035

August 28, 2013

James P. Carey, Administrator
Planning, Zoning and Building Department
Town of East Hampton
20 East High Street
East Hampton, Connecticut 06424

Re: Saint Clements Marina – 49 Oakum Dock Road, East Hampton, CT

Jim,

Thank you for your meeting of August 28, 2013, and the detailed discussion of the pros and cons of the Marina.

Per your request, we have included an executed copy of the "AGREEMENT FOR ACQUISITION OF PUBLIC WATER SUPPLY EASEMENT," dated January 22, 2010 (attached hereto as *Exhibit I*), and an executed copy of the "PUBLIC WATER SUPPLY EASEMENT AGREEMENT" dated March 26, 2010 (attached hereto as *Exhibit II*). We would especially like to bring your attention to sections 4-6 of the "PUBLIC WATER SUPPLY EASEMENT AGREEMENT," which you can clearly see retains the privileges and permanent use of Saint Clements Castle as part of this overall agreement.

A prayer for your continued good health.

Very truly yours,



Edward C. Doherty, Founder & President

Enclosures:

- Exhibit I: "AGREEMENT FOR ACQUISITION OF PUBLIC WATER SUPPLY EASEMENT," dated January 22, 2010
Exhibit II: "PUBLIC WATER SUPPLY EASEMENT AGREEMENT" dated March 26, 2010

WEDDINGS • CONFERENCES • CELEBRATIONS

1931 Portland-Cobalt Road • P.O. Box 427 • Portland, CT 06480 • Tel. 860.342.0593 • Fax. 860.342.0336

Exhibit I

AGREEMENT FOR ACQUISITION OF PUBLIC WATER SUPPLY EASEMENT

THIS AGREEMENT FOR ACQUISITION OF PUBLIC WATER SUPPLY EASEMENT ("Agreement") is made and entered into as of this 22 day of January, 2010, by and between SAINT CLEMENTS MARINA, LLC, a Connecticut limited liability company having a mailing address of 1931 Portland Cobalt Road, Portland, Connecticut 06480 (hereinafter "Saint Clements"), and the TOWN OF EAST HAMPTON, a municipal corporation having its territorial limits within the County of Middlesex and State of Connecticut and having a mailing address of P.O. Box 218, East Hampton, Connecticut 06424-0218, acting by and through its WATER POLLUTION CONTROL AUTHORITY (hereinafter "Town").

WITNESSETH:

WHEREAS, Saint Clements is the owner of a certain piece or parcel of land located in the Town of East Hampton, Connecticut and more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises"); and

WHEREAS, the Town has adopted a Water Supply Plan of the Town of East Hampton dated August 30, 2006 which provides for the acquisition of public water supply rights and the development and operation of a public water supply on a portion of the Premises; and

WHEREAS, Saint Clements is willing to grant the Town an easement for the development and operation of a public water supply on a portion of the Premises, upon terms and conditions approved by Saint Clements and the Town; and

WHEREAS, the Town has agreed to conduct certain environmental remediation activities at and construct certain improvements on the Premises for the use and benefit of Saint Clements;

NOW THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, Saint Clements and the Town hereby agree as follows:

1. Promptly following execution of this Agreement, the Town shall submit to the State of Connecticut Department of Public Health (the "CT DPH") the form of public water supply easement approved by Saint Clements and the Town and attached hereto as Exhibit B and made a part hereof (the "Draft Easement"). The Town shall use commercially reasonable efforts to obtain the approval of the Draft Easement by CT DPH, and shall keep Saint Clements advised as to the status of such approval process. The Town shall not agree to any changes to the Draft Easement proposed by CT DPH which would materially adversely affect Saint Clements or the Easement Area (as defined in the Draft Easement) without the prior written approval of Saint Clements, which approval shall not be unreasonably withheld, delayed or conditioned. Within ten (10) days following the approval of the Draft Easement, as modified as required by CT DPH, and approved by the Town and, to the extent Saint Clements' approval is required as set forth above, Saint Clements (as so modified, the "Easement"), Saint Clements shall execute and deliver the Easement to the Town, together with all applicable conveyance tax forms necessary to permit the recording thereof with the Town Clerk of the Town of East Hampton.

2. Following recordation of the Easement, the Town shall commence and diligently pursue the remediation of that portion of the Premises identified as "PRA 2" in that certain "Final Phase II Environmental Site Assessment" dated July 22, 2005, prepared by the Maguire Group (the "Phase II Report"), in accordance with the recommendations set forth in the Phase II Report. Notwithstanding the Town's obligation to effect such remediation, the Town does not warrant that such remediation will be effective or, when completed, will achieve any particular standard or condition or cause the affected area of the Premises to be in compliance with applicable laws, and the Town shall have no liability to Saint Clements or any other person or governmental authority on account of, with respect to or arising out of or attributable to the existing environmental condition of the Premises, including the affected area. The Town's sole obligation hereunder is to implement the remediation recommendations set forth in the Phase II Report and pay the reasonable costs thereof. The Town shall have no responsibility for remediation of, or otherwise with respect to, any unknown conditions or any conditions discovered in the course of such remediation, beyond the remediation recommended in the Phase II Report. The Town shall use commercially reasonable efforts to cause such remediation to be completed not later than 180 days following commencement of remediation activities, subject to extension due to events of force majeure. As used in this Agreement, "events of force majeure" shall include acts of God, strikes, lockouts or other labor or industrial disturbances, shortages of materials, acts of public enemies, war, blockades, riots, sabotage, embargo, lightning, hurricane, tornado, washout, explosion, unusually inclement weather, earthquakes, fires, storms, floods, civil disturbances, delays attributable to governmental delays (including delays by the State and agencies thereof in issuing permits and approvals necessary to permit commencement of such remediation) which are not the result of negligent acts or omissions of the Town or its agents, servants, or employees, or any other causes of a similar nature.

3. Following recordation of the Easement, the Town will use commercially reasonable efforts to obtain necessary approvals from applicable regulatory agencies or officials to demolish and remove the existing marina building on the Premises and, upon approval, demolish and remove the building at its sole expense. The Town will grade the area where the marina building was formerly located to match the surrounding grades and will stabilize and seed topsoil in that location.

4. Within thirty (30) days following recordation of the Easement, the Town shall pay Saint Clements the sum of \$673,000.

5. Prior to commencing the remediation and demolition contemplated by Sections 2 and 3 above, the Town shall obtain any permits required from the state or federal government with respect to such activities on the Property. Saint Clements shall cooperate in all reasonable respects to assist the Town in applying for and obtaining any such permits required to undertake the work contemplated by Sections 2 and 3. Permits to conduct the remediation and demolition contemplated by Sections 2 and 3 shall be obtained at no material cost or expense to Saint Clements.

6. The Town shall not store flammable materials on the Premises other than gasoline and diesel fuel in sealed tanks used for the operation of vehicles or equipment or for use in the

remediation and demolition activities described in Sections 2 and 3 above. The Town shall not permit any hazardous materials to leak from or emanate to the Premises from any source under the control of the Town.

7. The Town shall be liable to Saint Clements for any and all damage or injuries to persons or property arising out of the exercise of the rights granted in this Agreement, including but not limited to damage to property or death or injury to persons or leakage of hazardous materials in or upon the Property. The Town shall indemnify and hold to Saint Clements harmless of and from any such damage or injuries, including death, arising out of the Town's negligence or willful misconduct in the performance of its obligations under this Agreement. The Town and its agents, contractors or subcontractors shall maintain insurance on their respective personal property, vehicles and equipment, including theft, and shall maintain liability coverage at all times while this Agreement is in effect in an amount of not less than \$1,000,000, which liability policy shall include worker's compensation coverage, and shall name Saint Clements as an additional insured party. Prior to entering upon the Property, the Town shall furnish to Saint Clements evidence of such insurance.

8. The Town shall indemnify and hold Saint Clements harmless of and from the claims of any person or entity with respect to mechanic's liens arising out of work or labor performed at the Premises for the benefit of the Town. In the event any certificate of mechanic's lien is filed against the Premises, or any portion thereof, arising out of work or materials supplied to the Town, or any of its contractors, subcontractors or agents, the Town shall take all reasonable steps to have the same removed and released.

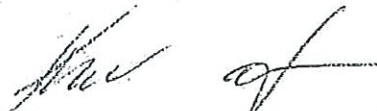
9. This Agreement contains all of the terms and conditions between the parties relative to the subject of this Agreement and supercedes all prior negotiations and all prior written or oral agreements. This Agreement may be modified only by another written agreement signed by both parties. This Agreement shall be interpreted under the laws of the State of Connecticut.

10. The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

[Signatures begin on following page]

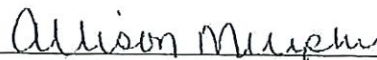
IN WITNESS WHEREOF, the Town and Saint Clements have caused to be set their hands and seals this 22nd day of January, 2010.

Signed and delivered in the presence of:




KRIS JAREGILLO

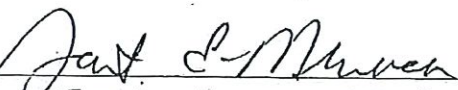
SAINT CLEMENTS MARINA, LLC



Allison Murphy O

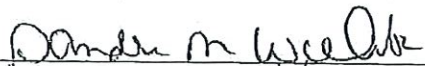
By: 

Name: Edward J. Poherty
Title: President

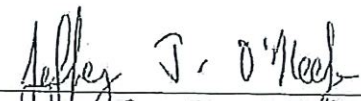


GAIL E. MURACA

TOWN OF EAST HAMPTON



Sandra M. Wiecek

By: 

Name: Jeffrey J. O'Keefe
Title: Town Manager

STATE OF CONNECTICUT:

: ss.
COUNTY OF Middlesex:

The foregoing instrument was acknowledged before me this 22 day of January, 2010, by Edward C. Doherty of SAINT CLEMENTS MARINA, LLC, a Connecticut limited liability company, on behalf of the limited liability company.

Karen M. Sage

Notary Public
My commission expires: 10-31-11
Commissioner of the Superior Court
(SEAL)

STATE OF CONNECTICUT:

: ss. East Hampton
COUNTY OF Middlesex :

The foregoing instrument was acknowledged before me this 25th day of January, 2010, by Jeffery O'Keefe, Town Manager of the TOWN OF EAST HAMPTON, a municipal corporation, on behalf of said corporation.

Sandra M. Wieleba

Notary Public
My commission expires: _____
Commissioner of the Superior Court
(SEAL)

SANDRA M. WIELEBA
NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT. 30, 2013

EXHIBIT A

Legal Description of Premises

All that certain piece or parcel of land situated in the Village of Cobalt, in the town of East Hampton, County of Middlesex, and State of Connecticut, bounded:

NORTHERLY: By land now or formerly of Howard Taylor Estate and land now or formerly of Arthur Jewett, in part by each;

EASTERLY: By the highway (Old Oakum Dock Road);

SOUTHERLY: By land now or formerly of Murray Taylor and the Connecticut River, partly by each; and

WESTERLY: To the center of Taylor's Creek, so-called.

Exhibit II Legal - EEW

PUBLIC WATER SUPPLY EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that SAINT CLEMENTS MARINA, LLC, a Connecticut limited liability company having a mailing address of 1931 Portland Cobalt Road, Portland, Connecticut 06480 (hereinafter "Grantor"), in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby, pursuant to this Public Water Supply Easement Agreement ("Easement Agreement"), grant to the TOWN OF EAST HAMPTON, a municipal corporation having its territorial limits within the County of Middlesex and State of Connecticut and having a mailing address of P.O. Box 218, East Hampton, Connecticut 06424-0218, acting by and through its WATER POLLUTION CONTROL AUTHORITY (hereinafter "Grantee"), its successors and assigns, the following rights and easements:

The permanent right, easement, privilege and authority to enter the property described in Exhibit A attached hereto (the "Easement Area") for the purpose of installing, erecting, constructing, inspecting, operating, maintaining, rebuilding, servicing, reconstructing, removing, relocating, changing the size of, renewing, replacing and repairing, from time to time, one or more buildings, structures, wells, pumps, lines of water pipes or mains and all appurtenances thereto as are from time to time determined to be necessary or desirable by Grantee for the production of a public water supply, including the right to withdraw water from the Easement Area (including all aquifers located beneath the surface of the Easement Area and any watercourses and bodies of water on or adjacent to the Easement Area), together with the right to the store materials and equipment during the exercise of such rights, easements, privileges and authority, and to trim and cut trees and shrubs to the extent required, and to excavate, grade and/or fill, all under, over and across the Easement Area, all at Grantee's sole risk and expense (collectively, the "Easement").

The Easement Area is that portion of the premises owned by Grantor situated on the south side of the Portland-Cobalt Road (Connecticut Route 66) and known as 49 Oakum Dock Road in East Hampton, Connecticut, and more particularly described in a certain deed from Philip T. Schiro to Grantor dated March 29, 2001, and recorded in the East Hampton Land Records in Volume 328, Page 25 (the "Premises"), shown and designated as "Easement Area" on that certain map or plan entitled "PLAN SHOWING PUBLIC WATER SUPPLY PROTECTIVE SANITARY EASEMENT IN FAVOR OF THE TOWN OF EAST HAMPTON AT OAKUM DOCK ROAD EAST HAMPTON CONNECTICUT" prepared by Blue River Engineering, LLC 547 Main Street, Suite 5 Middletown, CT 07457 and Nafis & Young Engineers, Inc. 1355 Middletown Avenue Northford, Connecticut Project No. 09027.03 Scale 1"=40' Sheet No. 1 of 1 Date 11/19/2009 certified substantially correct by David L. Nafis L.S. #70020 (the "Protective Sanitary Easement Plan") on file or to be filed with the East Hampton Town Clerk.

Together with the title and ownership of any buildings, structures, wells, pumps, fire hydrants, water pipes or mains, or related improvements and appurtenances thereto, including any curb stops and water meters, whether real property or personal property, now or hereafter situated within the Easement Area, whether pursuant to the August 30, 2006 Water Supply Plan of East Hampton as approved by the State of Connecticut Department of Public Health (the "CT

DPH) or any other water supply plan approved by the CT DPH (collectively, the "Water System").

This Easement shall also be upon the following terms, covenants and conditions:

1. Grantee shall consult with Grantor with respect to the exterior design features of all permanent above-ground structures to be erected by Grantee within the Easement Area. To the extent practicable, above-ground structures to be erected by Grantee within the Easement Area shall be designed to minimize intrusion on the views of the Connecticut River from the portion of the Premises located north of the Easement Area. The exterior design features of such permanent above-ground structures, including exterior finishes, shall be subject to the approval of Grantor as to aesthetics, which approval shall not be unreasonably withheld, delayed or conditioned. To the extent the height of such above-ground structures is regulated by the State of Connecticut, the maximum height of such structures erected by Grantee within the Easement Area shall not materially exceed the minimum height requirements of the State of Connecticut applicable to such structures. Grantor retains the right, at its sole cost and expense and subject to the provisions of Section 13, to maintain the grounds and landscape the Easement Area, provided such landscaping and grounds maintenance is not in violation of the express provisions of this Easement Agreement or any rules, regulations or requirements of the CT DPH with respect to the Water System, and does not interfere with the rights granted Grantee under this Easement Agreement.

2. There is no limit on the number of wells that may be located within the Easement Area, the quantity of water that may be drawn or the method(s) of withdrawal, all of which shall be determined by Grantee from time to time in its sole discretion, whether pursuant to the September 18, 2006 Diversion Permit of East Hampton as approved by the State of Connecticut Department of Environmental Protection (the "CT DEP") or any other Diversion Permit approved by the CT DEP. The Grantor gives the Grantee the right to the water resource of the water drawn from the Premises. Grantee may from time to time add buildings, structures, wells, pumps, lines of water pipes or mains and related utilities to the Water System, all of which, when added thereto, shall constitute part of the Water System.

3. Grantee may terminate and abandon any portion of the Water System at any time. Grantee shall comply with all legal requirements governing any such termination and abandonment of any portion of the Water System. Grantee shall, at its sole expense, promptly remove any equipment and any structures not permanently affixed to the ground which are associated exclusively with any portion of the Water System abandoned by Grantee.

4. Grantee shall have the right to demolish and remove from the Easement Area, and dispose of, any and all buildings, structures, improvements, paved areas, and personal property and equipment located within the Easement Area except, and Grantor reserves the right to use, maintain, repair and replace within the Easement Area (to the extent located within the Easement Area) the existing marina facilities shown and labeled as "Exist. Floating Docks to Remain (Typ.)" and "Exist. Steel Sheet Pile Bulkhead to Remain" on that certain map or plan entitled "St. Clements Castle Marina Portland, CT Option 1 Upgrades Proposed Site Plan Scale 1"=30' -

0" Date 10/02/08 Revision 0 Drawing No. 205059.1-4-02" prepared by Ocean and Coastal Consultants (the "Marina Plan"), which Marina Plan is or will be on file with the East Hampton Town Clerk (collectively, the "Existing Marina Facilities").

5. Except as permitted under Paragraph 4, Grantor shall not construct or install any buildings, structures, improvements or other thing, or install or place any materials or equipment or other item, on, under or above the Easement Area. Except as expressly permitted herein, Grantor shall not construct or install any buildings, structures, improvements or other thing, or install or place any materials or equipment or other item, on, under or above that portion of the Premises located outside the Easement Area but within the area described on Exhibit B attached hereto (the "Restricted Area"). Grantor reserves the right (provided it has obtained all necessary permits and approvals) to construct, install, use, maintain, repair and replace within the Restricted Area the Existing Marina Facilities and the Proposed Marina Facilities (as hereafter defined) (the Existing Marina Facilities and the Proposed Marina Facilities are sometimes referred to herein, collectively, as the "Marina Facilities"). As used in this Easement, the term "Proposed Marina Facilities" means, collectively, the following improvements as shown on the Marina Plan: "Proposed Timber Walkway", "Proposed 3' x 40' Ramp", "Proposed 8' x 8' Landing Float", "240' (5 - 40' Slips)" and "Proposed Fishing Pier" Nothing herein shall restrict or limit Grantor's right to reconfigure or alter the Existing Marina Facilities within the Restricted Area, or to construct any similar marina-related improvements located or to be located seaward of the Existing Marina Facilities. Grantor reserves the right (provided it has obtained all necessary permits and approvals) to construct or install structures or improvements in the Restricted Area accessory and incidental to maintaining and beautifying the grounds in association with Grantor's use of its property by residents of the Premises and their guests, by patrons and guests of the marina, and by patrons and guests of the adjoining property containing Saint Clements Castle including, but not limited to planters and flower boxes; ornamental gardens; landscape fences, railings, walls, berms or borders; tables and benches; gazebos; stairs; and, walkways. Notwithstanding the foregoing reservation, or any other reservation of rights by Grantor, Grantor shall conduct its authorized activities in the Restricted Area and at the Premises, including construction, installation, use, maintenance, repair and replacement of the Marina Facilities, in such manner as will not damage the Water System or any portion thereof, or result in any pollution or contamination of the aquifer below the Easement Area or the Restricted Area (or any surface or subsurface water draining into said aquifer), or interfere with the operation, maintenance or repair of the Water System, or interfere with the exercise by Grantee of the rights, privileges and easements granted under this Easement Agreement. Subject to the foregoing, Grantor reserves the right to permit (a) the launching of boats at the Existing Marina Facilities by residents of the Premises, persons who rent slips or moorings at the marina and patrons of Saint Clements Castle, and (b) the mooring and docking of boats at the Marina Facilities by the general public, but Grantor shall not, and shall not permit any other person to, conduct commercial marina uses of the Premises that include the storage of boats or other equipment or machinery, conduct boat maintenance (including painting) or repair operations or activities, or store, sell or dispense fuel or hazardous materials or substances, on or at the Premises, including at the Marina Facilities. Nothing herein should be construed to prohibit the owner or tenant of a residence on the Premises from storing and maintaining a boat outside of the Restricted Area if the use of the boat is limited to recreational use by that person or that person's

immediate family.

6. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted. Without limiting the foregoing, Grantee shall have a right of access from Oakum Dock Road to the Easement Area, from that portion of Oakum Dock Road located to the east of the Easement Area over that portion of the Premises located within the area identified as "Access Easement" on the Protective Sanitary Easement Plan (including the right to bring vehicles and equipment onto the Easement Area as may be useful or necessary to permit the development and construction of the Water System as contemplated by this Easement Agreement), and the right to grade the surface of the Easement Area as it deems necessary or appropriate, and to construct within the Easement Area such roads and parking areas as, and pave the same to the extent, it deems necessary or appropriate. Grantee covenants that said rights shall be exercised, so far as is practicable, with consideration of the convenience of Grantor and with consideration of Grantor's use of the remainder of the Premises (that is, the portion of the Premises not within the Easement Area) for (a) as to the Marina Facilities, the docking and mooring of boats and uses incidental thereto, and (b) as to the portion of the Premises located north of the Restricted Area as a residential property or as otherwise permitted by zoning regulations of the Town of East Hampton, and (c) uses accessory to the banquet facilities conducted on the adjoining land containing Saint Clements Castle such as the transport of guests using the Marina Facilities to and from Saint Clements Castle or the use of the Restricted Area by guests of Saint Clements Castle as a location for the taking of photographs and, (d) without doing any unreasonable damage to the Easement Area. Except in the case of emergencies, Grantee shall provide reasonable notice to Grantor prior to commencing work on in the Easement Area outside of the scope of routine use and maintenance of existing components of the Water System and will, when feasible, schedule such work to avoid interference with Grantor's use of the remainder of the Premises, which use may include the use of the Marina Facilities to transport guests to scheduled banquet events at the adjoining banquet facility known as Saint Clements Castle or the use of the Marina Facilities in conjunction with such events, in all cases subject to the terms of this Easement Agreement. Grantee covenants that it will, upon completion of any work hereunder, replace and restore the Premises, to the extent feasible and consistent with the exercise of the rights, easements, privileges and authority granted by this Easement Agreement, to the same condition as that existing before beginning such work.

Subject, however, to the rights, easements, privileges and authority of Grantee under the this Easement Agreement, Grantee shall indemnify and hold harmless Grantor from any claim whatsoever arising out of or in connection with any exercise of the rights, easements, privileges and authority under this Easement Agreement by Grantee, its agents, employees, contractors, invitees or representatives. Without limiting the foregoing, Grantee shall indemnify and hold Grantor harmless of and from the claims of any person or entity with respect to mechanic's liens arising out of work or labor performed in the Easement Area for the benefit of Grantee. In the event any certificate of mechanic's lien is filed against the Premises, or any portion thereof, arising out of work or materials supplied to Grantee, or any of its contractors, subcontractors or agents, Grantee shall take all reasonable steps to have the same removed and released.

7. Grantee, its directors, officers, employees, agents, contractors, and licensees shall, in the event of an emergency, have the right to enter, without notice, by motor vehicle or otherwise, upon the Easement Area and, if necessary, other land of Grantor located adjacent to and/or near the Easement Area to test, inspect, maintain, repair and replace the Water System and/or any component thereof.

8. Following the initial construction and installation, and commencement of operation, of the Water System (and any additions thereto from time to time made by Grantee), Grantee, its directors, officers, employees, agents, contractors, and licensees shall have the right to enter by motor vehicle or otherwise upon, and bring equipment and materials onto, the Easement Area to inspect the Easement Area and the Water System, and for the purpose of operating, maintaining, rebuilding, servicing, reconstructing, removing, relocating, replacing and repairing the Water System and the component parts thereof as determined by Grantee from time to time, and for purposes of determining compliance by Grantor with the non-contamination restrictions as hereinafter set forth. In exercising any of those rights herein granted, however, Grantee shall use commercially reasonable efforts to avoid any material interference with Grantor's business operations on the Premises, and shall restore the affected portion of the Easement Area and/or other land of Grantor to substantially that condition which existed prior to Grantee's entry.

9. Grantee shall enter upon the Easement Area and/or other land of Grantor at Grantee's sole risk, and Grantee for itself, its successors and assigns agrees to now and forever indemnify and save, protect and keep harmless Grantor from every and all causes of action, suits (including without limitation attorneys' fees and court costs), costs, loss, actual damage, liability, expense, penalty and fine whatsoever, which may arise from or relate to, or be claimed against Grantor, by any person or persons, for any and all injuries to person or property or damage of whatever kind or character consequent upon or arising from the use and maintenance by Grantee of the Easement Area and all facilities contained therein or appurtenant thereto.

10. Grantee, at its cost and expense, shall comply with and observe in the exercise of its rights hereunder all laws, ordinances, orders, rules, regulations, and requirements, now or hereafter in force, of all federal, state, and municipal governmental authorities exercising jurisdiction over the Easement Area.

11. Except as authorized pursuant to Section 13, Grantor shall not store or utilize within the Easement Area or the Restricted Area, or apply to the ground surface of the Easement Area or the Restricted Area, any pesticides, herbicides, biocides, fertilizers, chemicals, toxic or hazardous materials, including, without limitation gasoline or other petroleum products, or any other source of pollution as the same may be required or defined in regulations as promulgated and/or amended, from time to time, by the State of Connecticut.

12. Grantor shall not, within the Easement Area or the Restricted Area, install any system for the disposal of sewage, any underground fuel storage facilities, or any such potential source of pollution as may be prohibited by any governmental authority exercising jurisdiction over the Easement Area or the Restricted Area. Without limiting the foregoing, Grantor shall

not, and shall not authorize or permit any person to, do any thing or engage in any activity within the Easement Area or the Restricted Area or on any land of Grantor adjacent or proximate thereto, including land of Grantor located along the Connecticut River in the Town of Portland, Connecticut, which (a) is prohibited by, or which, with respect to the Easement and/or the Easement Area or and/or Restricted Area, would constitute or result in a violation (with respect thereto) of the provisions of Section 19-13-B50 and B51a-1 of the Public Health Code of the State of Connecticut or any regulations adopted by the Commissioner of Public Health pursuant to the provisions of Section 19a-37 of the Connecticut General Statutes, as amended, (b) constitutes a "regulated activity" as defined in Section 22a-354i-1 of the Regulations of Connecticut State Agencies, as supplemented or amended from time to time, the Easement Area and the Restricted Area being deemed, for purposes of this Easement Agreement, to constitute an "aquifer protection area" as defined in said Section 22a-354i-1, or (c) would be in violation of the provisions of Section 19-13-B32 of the Regulations of Connecticut State Agencies, as supplemented or amended from time to time, the Easement Area and the Restricted Area being deemed, for purposes of said Section 19-13-B32, to constitute a "public water supply".

13. Subject to the restrictions and limitations set forth in this Easement Agreement, Grantor shall be responsible for routine maintenance, such as mowing, weeding and landscaping, of the Easement Area and the Restricted Area, and shall keep and maintain the Easement Area and the Restricted Area in a manner consistent with the remainder of the Premises and Grantor's other land proximate to the Restricted Area. Grantor shall utilize, within the Easement Area and the Restricted Area, only such grass and landscape management plans (including without limitation use of synthetic or natural organic fertilizers and limited use of pesticides and herbicides) as shall have been approved by the Connecticut Department of Public Health for use thereon taking into account the use of the Easement Area as a public supply well.

14. Any right herein described or granted or any interest therein or part thereof may be (i) assigned to any assignee or assignees by Grantee, its successors and assigns, and Grantor, for Grantor and Grantor's heirs, executors, administrators, successors and assigns, hereby agrees to and does ratify any such assignment or assignments, and (ii) exercised by any of Grantee or its agents, employees, contractors, invitees and representatives.

15. Grantor reserves for Grantor and Grantor's heirs, executors, administrators, successors and assigns, the right to fully use and enjoy the Restricted Area, subject to the rights, easements, privileges and authority herein granted, provided, however, such use does not interfere with the rights, easements, privileges and authority granted to Grantee hereunder or interfere with the use and operation, or result in any damage to, any buildings, structures, wells, pumps, lines of water pipes or mains or the appurtenances thereto or other equipment installed by Grantee within the Easement Area, and provided, further, that Grantee shall have the right from time to time to trim and keep trimmed, cut, clear and remove, by mechanical means or otherwise, trees, underbrush and other growth which are within the limits of the Easement Area and which may interfere with the exercise of the rights and/or easements herein granted, or any of them, or which may injure, endanger or interfere with the construction, use and operation of said buildings, structures, wells, pumps, water pipes or mains or the appurtenances thereto, or which may create a hazard; together with the right to dispose of all wood cut and the right to remove

any building or structure within or projecting into the Easement Area, other than the Marina Facilities.

16. Grantor, for Grantor and Grantor's heirs, executors, administrators, successors and assigns, covenants not at any time to disturb or damage the Water System. Grantor further agrees that nothing shall be attached to the property of Grantee installed by virtue of this easement except such things as are placed thereon by Grantee, and, other than the Marina Facilities (and any alterations or additions thereto expressly permitted by this Easement Agreement), not at any time to construct or permit to be constructed any building or structure on, place or store any materials on, store any vehicles on, grade, excavate, fill or flood the Easement Area or the Restricted Area or otherwise use the Easement Area or the Restricted Area in any manner which may obstruct or hinder Grantee in the use of its rights, privileges and authority under this Easement Agreement or may interfere with the free and unrestricted exercise of the rights, easements, privileges and authority herein granted, or any of them, or which may create a hazard.

17. Grantor, for Grantor and Grantor's heirs, executors, administrators, successors and assigns, hereby covenants to promptly notify Grantee of any environmental problem, event or condition Grantor discovers or has knowledge of, on or affecting the Premises which may pose a threat to the health, safety or welfare of persons or the environment or to the Water System.

18. The mailing addresses for Grantor and Grantee as set forth above may be changed at any time by delivery of notice of such change to the other party and such change shall be effective ten (10) days after such delivery. No notices, deliveries or other correspondence between the parties shall be effective unless delivered to the mailing address of the recipient party.

TO HAVE AND TO HOLD the said granted and bargained easements and their appurtenances to Grantee and its successors and assigns forever, to its and their own proper use and behoof.

And Grantor, for Grantor and Grantor's heirs, executors, administrators, successors and assigns, covenants with Grantee, its successors and assigns, that at and until the ensembling of these presents Grantor is well seized of the Premises as a good indefeasible estate in fee simple and has good right to bargain and sell the easements, rights and privileges granted herein in manner and form as is above written, and that the Premises are free from all encumbrances whatsoever except as herein mentioned.

AND FURTHERMORE, Grantor does by these presents bind Grantor and Grantor's heirs, successors and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to Grantee, its successors and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.


The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Whenever used, the

singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

This Easement Agreement contains all of the terms and conditions between the parties relative to the subject of this Easement Agreement and supercedes all prior negotiations and all prior written or oral agreements. This Easement Agreement may be modified only by another written agreement signed by both parties. This Easement Agreement shall be interpreted under the laws of the State of Connecticut.


IN WITNESS WHEREOF, Grantor and Grantee have hereunto set or caused to be set their hands and seals this 26th day of March, 2010.

Signed and delivered in the presence of:




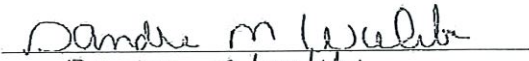
Suzanne J. Szwed

SAINT CLEMENTS MARINA, LLC



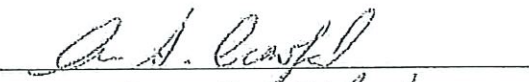
Kenneth R. Sisko, Jr.

By: 
Name: Edward C. Doherty
Title: member

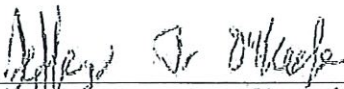


Sandia M. Wielebe

TOWN OF EAST HAMPTON

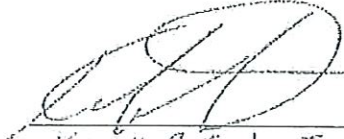


Ann S. Conard

By: 
Name: Jeffrey J. D'Amico
Title: Town Manager

STATE OF CONNECTICUT:
: ss. East Hampton
COUNTY OF Middlesex :

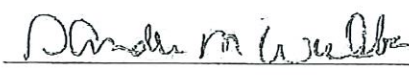
The foregoing instrument was acknowledged before me this 26th day of March, 2010, by Edward C. Dehly, member of SAINT CLEMENTS MARINA, LLC, a Connecticut limited liability company, on behalf of the limited liability company.



Kenneth R. Suter, Jr.
Notary Public
My commission expires: _____
Commissioner of the Superior Court
(SEAL)

STATE OF CONNECTICUT:
: ss. East Hampton
COUNTY OF Middlesex :

The foregoing instrument was acknowledged before me this 14 day of April, 2010, by Seamus J. O'Keefe, Town Manager of the TOWN OF EAST HAMPTON, a municipal corporation, on behalf of said corporation.



Notary Public
My commission expires: _____
Commissioner of the Superior Court
(SEAL)

Grantee's latest mailing address:

P.O. Box 218
East Hampton, Connecticut 06424-0218

SANDRA M. WIELEBA
NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT. 30, 2014

EXHIBIT A

Legal Description of Easement Area

That certain piece or parcel of land located in the Village of Cobalt, in the Town of East Hampton, County of Middlesex, and State of Connecticut, shown and designated as "Easement Area" on the Protective Sanitary Easement Plan.

EXHIBIT B

That certain piece or parcel of land located in the Village of Cobalt, in the Town of East Hampton, County of Middlesex, and State of Connecticut, shown and designated as "St Clements Marina, LLC Restricted Area: 111,538 S.F.± 2.5605 Acres±" on the Protective Sanitary Easement Plan, and being more particularly bounded and described as follows:

Beginning at an iron pin (POB 1) marking a point along the southerly streetline of "Oakum Dock Road", so-called, a corner of land of n/f Middlesex Land Trust, Inc. and land of the Grantor, being also a point marking a corner of land herein described; thence running along land of n/f Middlesex Land Trust, LLC, land of the Grantor and the land herein described S28°-24'-33"W 146 feet, more or less, to the high-water line of the "Connecticut River", so-called, marking a corner of land of n/f the State of Connecticut, a corner of land of n/f Middlesex Land Trust, LLC and land of the Grantor, being also a point marking a corner of land herein described; thence meandering along the high-water line of the Connecticut River, land of n/f the State of Connecticut, land of the Grantor and land herein described 357 feet, more or less, to a point along the high-water line of the Connecticut River marking a point along land of n/f the State of Connecticut and land of the Grantor, being also a point marking a corner of land herein described; thence running the following four (4) courses and distances across land of the Grantor and along land herein described: following a curve to the right having a radius of 200 feet and a length of 51 feet, more or less, to a point; thence N06°-57'-15"E 65.36 feet, more or less, to a point; thence following a curve to the right having a radius of 200 feet and a length of 398.97, more or less, to a point; thence S58°-44'-55"E 109.80 feet, more or less, to a point along the westerly streetline of Oakum Dock Road and a corner of land of the Grantor, being also a point marking a corner of land herein described; thence running the following five (5) courses and distances along the streetline of Oakum Dock Road, land of the Grantor and land herein described: following a curve to the left having a radius of 300.00 feet and a length of 51.78 feet, more or less, to a point; thence S10°-01'-22"W 80.25 feet, more or less, to a point; thence following a curve to the right having a radius of 245.00 feet and a length of 88.03 feet, more or less, to a point; thence S30°-36'-30"W 9.55 feet, more or less, to a point; thence S67°-53'-08"E 6.82 feet, more or less, to the point and place of beginning.