

**AGREEMENT FOR AN EASEMENT TO BE GRANTED TO 7 HOGAN ROAD, LLC
BY THE DISTRICT OF CHAPMAN BEACH**

1. The parties to this **AGREEMENT FOR AN EASEMENT TO BE GRANTED TO 7 HOGAN ROAD LLC BY THE DISTRICT OF CHAPMAN BEACH** (“Agreement”) are the **District of Chapman Beach**, which is a taxing district organized and operating under the laws of the state of Connecticut, including Conn. Gen. Stat. Ch. 105 (the “District”), and **7 Hogan Road, LLC**, of New York, New York, a limited liability company organized and operating under the laws of the state of Connecticut (“Hogan”) (the District and Hogan shall also be referred to as “Party” or “Parties,” as the context requires).

2. Hogan wishes to make improvements to the single-family residence (“Residence”) on its property at 7 Hogan Road, Westbrook, CT (Parcel ID: 180-059) (the “Property”) to make it useable as a year-round rather than only a seasonal residence. For that purpose, Hogan wishes to obtain an easement (“Easement”) from the District in, under and over the portion of Hogan Road depicted as “**PROPOSED WATER SERVICE, UTILITY SERVICE AND SEPTIC SYSTEM EASEMENT IN FAVOR OF 7 HOGAN, LLC ACROSS LAND OF THE CHAPMAN BEACH ASSOCIATION (HOGAN ROAD) AREA =1,136 SF = 0.026 ACRES**” (“Easement Area”) on a Plan entitled (“**PRESENTATION PLAN, LAND OF 7 HOGAN, LLC, 7 HOGAN ROAD, TOWN OF WESTBROOK, MIDDLESEX COUNTY, CONNECTICUT, Sheet No. PP-1, Date: 3/2/2023**”) (“Easement Plan”), attached hereto and marked Exhibit A, in order to install, operate, maintain and repair facilities for public water services to be provided to the Residence and to provide access to and the requisite legal setback distance from a septic system on or to be built on the Property by Hogan (“Utility Services”).

3. Hogan presented its plans to the Board of Directors of the District (“Board”) and, at its meetings on March 9 and April 18, 2023, the Board and Hogan agreed to the basic terms of this Agreement.

4. Hogan acknowledges that the Board does not have ultimate authority to grant the Easement, and that the grant of the Easement is subject to and contingent upon its final approval by a vote of the eligible voters of the District, either at a District meeting or at a referendum, by a majority vote in the proportion required by law and/or by the District’s governing documents. The

Board shall present the issue to the eligible voters at the District's Annual/Budget Meeting scheduled to be held on May 27, 2023.

5. If the grant of the Easement is approved by the requisite proportion of votes, the Parties shall execute and the District will deliver to Hogan an executed easement in form and content substantially similar to the unexecuted easement attached hereto and marked Exhibit B, contingent upon performance of the following by Hogan at or prior to the Closing (term defined by section 6 below):

a) Payment of \$100,000.00 to the District in hand by way of a certified or bank check in form and content satisfactory to the District's legal counsel. However, the District shall not negotiate said check and Hogan shall not record the Easement unless the District President receives from Hogan a notice in writing no later than 30 calendar days after the Closing that Hogan has determined that there are no physical conditions of the Easement Area that make the installation and operation of the Utility Connections (*both* water and septic) physically impossible. Grantor's counsel shall hold the check and the executed Easement in escrow pending the receipt of such Notice. Grantor shall not deliver the Easement to Grantee until the check clears. Grantor hereby authorizes Grantee to make such minimally invasive tests in the Easement Area prior to and within the 30 calendar days after the Closing as are necessary to making the determination, subject to its obligations to reconstruct Hogan Road as required by paragraph 5 (b) . Failure to _____ provide said Notice shall terminate Hogan's rights to the Easement, but its obligations under paragraphs 5 (b) and 5 (c) of this Agreement shall remain in full force and effect.

b) Posting cash with the District Treasurer in the amount of \$10,000.00 in hand by way of a certified or bank check in form and content satisfactory to the District's legal counsel. Said amount consists of the price agreed to by Hogan and B&L Construction, Inc. of Old Saybrook, Connecticut ("B&L"), a paving contractor engaged by the District to perform the work described on its "Proposal," dated April 30, 2023, plus an additional twenty-plus percent. A copy of said Proposal marked Exhibit C, consisting of five pages describing three work options, one page of which is a sketch of the areas to be repaved, is attached. B&L and the District shall select the work option to be used depending on the

site conditions, particularly as regards the condition of a tree stump depicted in the Proposal. The cash posting is designed to cover the anticipated cost of Hogan's obligation under this Agreement to repave and restore the portions of Hogan Road depicted on Exhibit C. Said obligation shall exist even if Hogan elects not to make either or both of the water and/or septic facilities, in part because Hogan disturbed Hogan Road prior to the making of this Agreement. The District may engage B&L to perform the work immediately after the facilities for the water connection and any other work authorized by the Easement to service the Property have been completed or immediately after Hogan's rights hereunder terminate per paragraph 5(a). Hogan shall complete the Utility Connections within 60 (sixty) calendar days of the Closing. When the paving work is completed to its satisfaction, the District shall pay B&L or shall release the posted cash to the extent required to pay B&L in full for the paving work performed. The District shall return to Hogan any portion of the posted cash not used for the paving, but if the posted cash is insufficient to pay the paving contractor's total bill, Hogan shall immediately pay the contractor directly and indemnify the District for any overage, and shall at its expense procure the release of any lien filed on District property by B&L or any subcontractor. The District shall have no obligation to pay the paving contractor out of the District's own funds for any work performed in connection with the work to be performed under this Agreement or the Easement, or for any other purpose;

c) Providing evidence satisfactory to the District that it has obtained Line Backer Coverage (or its reasonable equivalent) as required by paragraph 7 of this Agreement); and

d) Paying the reasonable attorney fees incurred by the District in connection with the preparation and execution of this Agreement and the Easement.

6. The closing on the Easement ("Closing") shall occur at a mutually agreed time and place within one calendar week of the approval of the Agreement by the District's voters. The District shall not be responsible for any closing or related costs, including for the payment of any applicable conveyance tax or recording fees, and Hogan shall record the Easement and its attachments on the Land Records of the Town of Westbrook at Hogan's sole expense.

7. The Easement shall be quitclaim in nature, and the District makes no representation or warranty that it has fee title or any other legal interest in the Easement Area or that it has any right or authority to grant Hogan any rights therein, or that the Easement Area is not subject to existing or contingent encumbrances and/or rights in conflict with this Agreement.

8. Hogan acknowledges and agrees that the District shall deliver and Hogan shall accept the Easement Area in "AS IS" condition and state of repair without any representation or warranty by the District as to the physical condition, state of repair, quality, value or character or any other matter relating to or affecting the Easement Area, including its suitability for Hogan's proposed use, and that Hogan shall rely solely on its own due diligence as to these matters. Hogan acknowledges that the District has allowed it to perform all inspections of the Easement Area that Hogan deems necessary. Hogan shall no later than the Closing provide the District copies of all test/inspection results it has created/obtained with regard to the Easement Area.

9. Hogan will accept responsibility for shall and indemnify and hold harmless the District from responsibility for the water line from the shut off at Marvin Drive to the House on the Property. Hogan and its successors and assigns, including its successors and assigns to the Property, will carry Line Backer Coverage as offered by the CT Water Company (or a reasonable equivalent acceptable to the District Board) and present proof thereof to the District Board prior to the Closing and within a reasonable time prior to any changes to be made in the coverage. The requirements of this section shall continue in effect after the Closing.

10. The existing fence on the Property will not be replaced or removed as part of the installation of the Utility Services or the restoration and repaving of Hogan Road pursuant to this Agreement and the Easement. Any new fencing installed on the Property thereafter shall be no more than 36" in height (as measured from the ground) and shall be split rail, picket or some similar type that is not solid and can readily be seen through.

11. The owners/occupants of the Property shall not use or allow anyone to use the surface of the Easement Area to park any vehicle(s) or for storage or any other such purpose, and shall not place or allow any obstructions to be placed in or on the surface of Hogan Road.

