

**MODIFICATION TO EASEMENT AGREEMENT BETWEEN THE DISTRICT OF
CHAPMAN BEACH AND 7 HOGAN ROAD, LLC**

A. PARTIES: The Parties to this Modification to Easement Agreement are:

1. **Grantor:** The Grantor (“Grantor” or “District”) is the **District of Chapman Beach**. The District is a taxing district, organized and operating under the laws of the state of Connecticut, including without limitation Chapter 105 of the Connecticut General Statutes.

2. **Grantee:** The “Grantee” is **7 Hogan Road, LLC** of New York, New York (“Grantee” or “Hogan”), a limited liability corporation organized and operating under the laws of the state of Connecticut.

B. RECITALS

WHEREAS, Grantee owns a property located at 7 Hogan Road, Westbrook, Ct. (Parcel ID: 180-059) (“Property”), on which it plans to make improvements to an existing one family residence (“House”) within the footprint of the existing structure so as to make the House useable as a year-round rather than merely a seasonal residence; and

WHEREAS, Grantee proposes that it connect the House to public water facilities located in Marvin Drive, a public highway owned and controlled by the Town of Westbrook, Ct., but to do so must install, operate and maintain facilities under Hogan Road (“Utility Connections”), and that it be allowed to have access to and to establish the requisite legal setback from the private septic system on or to be built on the Property, as depicted on Exhibit A, 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” (“Plan”); and

WHEREAS, the Parties executed an Easement Agreement on June 5, 2023 and it was recorded on the Westbrook Land Records at V. 378, P. 1007 on June 7, 2023 (“Agreement”); and

WHEREAS, the Parties were subsequently apprised by the Westbrook Town Sanitarian/Health Department with jurisdiction that the easement for access to and a setback from an on-site septic system described in paragraph (C) (1) of the Agreement was not compliant with the State of Connecticut Public Health Code and would not be unless the Agreement were amended to make that septic access/setback easement irrevocable except under certain conditions; and

WHEREAS, after execution of the Agreement a dispute arose between the Parties about Grantee’s installation of a water meter pit and water shut-off valve in Hogan Road, parts of which were above the surface of Hogan Road; and

WHEREAS, the Parties wish to modify the Agreement to comply with the Town Sanitarian's requirements, and to resolve their differences as to the water meter pit and the street shut off valve and to insure that the Grantee not create any other obstructions to the free and safe use of the road.

NOW THEREFORE, for consideration acknowledged, the Parties agree as follows;

1. Paragraph C (1) of the Agreement shall be amended by adding the following to the end thereof:

The easement granted hereby for "access to and a required setback from said septic system" (which system shall be exclusively on Grantee's Property) can only be revoked by an amendment to this Agreement executed by both Parties, approved by the Connecticut Department of Public Health ("DPH"), and recorded on the Land Records of the Town of Westbrook. Provided, however, that this requirement does not impair Grantor's rights as the owner of or to use the area subject to the access and setback easement for any purpose to which it may lawfully be put, and nothing in the Agreement or this Amendment authorizes Grantee to physically disturb the area subject to the access and setback easement, the sole purpose for which is compliance with the setback requirements of the Public Health Code.

2. The following shall be added to the end of paragraph D (1):

The Grantee may leave the water meter pit and street shut off valve it has installed in the Easement Area in the condition they are now in, i.e., at or below ground level, capable of being driven over, and no impediment to paving the road and to using the surface of the road for all purposes to which a public or private road is customarily put, and Grantee shall not in the future put or do anything in the Easement Area that will be such an impediment. Grantor shall have no obligation of any sort to maintain or care for the facilities installed by the Grantee under the Easement, and shall not be responsible for any damage to them, including damage caused by plowing and other maintenance of the road, unless the damage results from reckless or intentional conduct by Grantor.

3. This Amendment shall not be recorded until it has been approved in writing by DPH.

4. The Agreement shall remain in full force and effect, subject to the modifications made herein.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective as of the date the last party executed this Agreement below.

GRANTOR

Abbieta Russell
Abbieta Russell

Ellen T. McDougall
Ellen T. McDougall

[Signature]

Carol Mark

THE DISTRICT OF CHAPMAN
BEACH

By: [Signature]
Name: Paul McGill
Its Duly Authorized President
Date:

GRANTEE
7 HOGAN ROAD, LLC

By: [Signature]
Name: William H. Connor, III
Its' Duly Authorized Member
Date:

STATE OF CONNECTICUT)
) ss.
COUNTY OF Middlesex)

On this the 13th day of July, 2023, personally appeared Paul McGill, known to me (or satisfactorily proven) to be the person duly authorized as President of the DISTRICT OF CHAPMAN BEACH, whose name is subscribed to the within instrument, and acknowledged the same to be his free act and deed and of the TAXING DISTRICT OF CHAPMAN BEACH, before me.

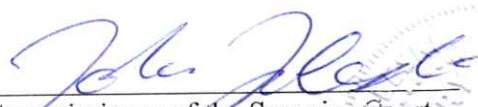
In witness whereof I hereunto set my hand.


[Signature]
Commissioner of the Superior Court
Notary Public
My Commission Expires 7-31-2026


STATE OF CONNECTICUT)
) ss.
COUNTY OF)

On this the 12 day of July, 2023, personally appeared William Connor, III, known to me (or satisfactorily proven) to be the person duly authorized as member of 7 HOGAN ROAD, LLC, whose name is subscribed to the within instrument, and acknowledged the same to be her free act and deed and of 7 HOGAN ROAD, LLC, before me.

In witness whereof I hereunto set my hand.


Commissioner of the Superior Court
Notary Public
My Commission Expires



 **John Zaleski**
Notary Public, State of Connecticut
My Commission Expires 09/30/2027