

BOOK 134 PAGE 502

LEASE

BY AND BETWEEN

THE METROPOLITAN DISTRICT

AND

THE TOWN OF NEW HARTFORD

Dated as of October 20, 1989

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1. Demise, Description, and Use of Premises	1
2. Term	1
3. Rent	1
4. Warranties of Title and Quiet Possession	2
5. Delivery of Possession	2
6. Approvals	2
7. Use Prohibited	3
8. Waste and Nuisance Prohibited	3
9. Abandonment of Premises	3
10. Lessor's Right of Entry	4
11. Subletting and Assignment	4
12. Notices	4
13. Assessments	5
14. Repairs and Destruction of Improvements	4
15. Utilities	6
16. Liens	6
17. Indemnification	7
18. Attorney's Fees	8
19. Redelivery of Premises	8
20. Remedies Cumulative	8
21. Insurance	8
22. Notice of Default	10
23. Default	10
24. Lessor's Right to Perform	11
25. Renewal	11
26. Surrender of Lease	12
27. Disposition of Improvements on Termination of Lease	12
28. Transfer of Security	12
29. Waiver	12
30. Effect of Lessee's Holding Over	13
31. Parties Bound	13
32. Time of the Essence	13
33. Section Captions	13

This Lease is made and executed on October 20, 1989, by and between the Metropolitan District, a specially chartered municipal corporation having its principal place of business at 555 Main Street, Hartford, Connecticut, herein referred to as Lessor, and The Town of New Hartford, a municipal corporation, State of Connecticut, herein referred to as Lessee.

SECTION ONE

DEMISE, DESCRIPTION, AND USE OF PREMISES

Lessor leases to Lessee and Lessee hires from Lessor, for the purpose of constructing and operating a water tank and appurtenances thereto and for no other purpose, those certain premises situated in the Town of New Hartford, County of Litchfield, State of Connecticut, known as the "Water Storage Tank Site", and as more specifically described in Schedule A attached hereto and made a part hereof. As used herein, the term "Demised Premises" refers to the real property above described.

SECTION TWO

TERM

The initial term of this Lease shall be for 35 (thirty-five) years, commencing on October 20, 1989. As used herein, the expression "term hereof" refers to such initial term and to any renewal thereof as hereinafter provided.

SECTION THREE

RENT

Subject to adjustment as provided below, the annual rent for the term shall be a sum equal to the yearly property taxes of the previous year payable to the Town of New Hartford by the Metropolitan District for the Demised Premises, which Lessee shall pay in advance to Lessor, without deduction or offset, at the principal place of business of Lessor on the first day of July, notwithstanding the Lessor's right to appeal the assessment on property of the Lessor.

SECTION FOUR

WARRANTIES OF TITLE AND QUIET POSSESSION

Lessor covenants that Lessor is seized of the Demised Premises in fee simple and has full right to make this Lease and that Lessee shall have quiet and peaceable possession of the Demised Premises during the term hereof.

SECTION FIVE

DELIVERY OF POSSESSION

If Lessor, for any reason whatsoever, cannot deliver possession of the Demised Premises to Lessee at the commencement of the Lease term, as hereinbefore specified, this Lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss for damage resulting therefrom; but in that event there shall be a proportionate reduction of rent covering the period between the commencement of the Lease term and the time when Lessor can deliver possession. In no event shall Lessor deliver possession later than ninety days beyond the commencement date or this Lease shall be null and void and all sums paid by Lessee shall be returned immediately.

SECTION SIX

APPROVALS

(a) This Lease shall be contingent on Lessee obtaining all necessary approvals and permits of its proposed use as set forth herein of the Demised Premises from the appropriate governmental authorities. In the absence of such necessary approvals and permits, this Lease shall be null and void. Lessee agrees to use in its own judgment all reasonable efforts to obtain said approvals within a reasonable time, and to notify Lessor promptly in the event it is unable to so obtain them. Lessor shall use its best efforts to assist Lessee in obtaining all such permits. Lessee will be solely responsible for all improvements to the site. Furthermore, this Lease shall be contingent on Lessee obtaining all necessary approvals and permits from the appropriate governmental authorities to enter into said Lease, each party hereto recognizing the statutory limitations restricting the Lessor's ability to Lease property. In the absence of governmental approval to Lease the premises or rescission of prior governmental approval, this Lease shall be null and void. Notwithstanding the foregoing, Lessee shall be responsible for the payment of rent commencing upon the execution of this Lease as reasonable compensation to Lessor for afforded Lessee the necessary time to obtain said approvals.

(b) Prior to the commencement of construction of any of the improvements on the Demised Premises, Lessee shall obtain from Lessor approval of an erosion and sedimentation control plan which shall govern conditions during construction and for a period of one (1) year after the completion of construction of such improvements. Failure on the part of Lessee to abide by the terms and conditions of the approved erosion and sedimentation control plan shall be an element of default under this Lease.

SECTION SEVEN

USES PROHIBITED

Lessee shall not use, or permit the Demised Premises, or any part thereof, to be used, for any purpose or purposes other than the purpose or purposes for which the Demised Premises are hereby leased; and no use shall be made or permitted to be made of the Demised Premises, or acts done, which will cause a cancellation of any insurance policy covering the building located on the premises, or any part thereof, nor shall Lessee sell, or permit to be kept, used, or sold, in or about the Demised Premises, any article which may be prohibited by the standard form of fire insurance policies. Lessee shall, at its sole cost, timely comply with all requirements pertaining to the Demised Premises, of any insurance, as herein provided, covering any building and appurtenances at any time located on the Demised Premises.

SECTION EIGHT

WASTE AND NUISANCE PROHIBITED

During the term of this Lease, Lessee shall comply with all applicable laws affecting the Demised Premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the Demised Premises. Lessee shall not commit, or suffer to be committed, any waste on the Demised Premises, or any nuisance.

SECTION NINE

ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the premises at any time during the term hereof; if Lessee shall abandon, vacate or surrender the Demised Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Premises shall be deemed to be abandoned, at the option of Lessor, except such property as may be encumbered to Lessor.

SECTION TEN

LESSOR'S RIGHT OF ENTRY

Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the Demised Premises at all reasonable times for the purpose of inspecting the same and to gain access to other property of Lessor. Lessor reserves the exclusive right to remove merchantable forest products from the site.

SECTION ELEVEN

SUBLETTING AND ASSIGNMENT

Lessee may not sublet the premises in whole or in part without Lessor's consent. Any such sublease shall not release Lessee from, or otherwise affect in any manner, any of Lessee's obligations hereunder. Lessee shall not assign or transfer this Lease without the prior written consent of Lessor, or any interest herein, without the prior written consent of Lessor, and a consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Any such assignment without such consent shall be void, and shall, at the option of Lessor, terminate this Lease. Neither this Lease nor the leasehold estate of Lessee nor any interest of Lessee hereunder in the Demised Premises or any buildings or improvements thereon shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, and any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of Lessor, terminate this Lease.

SECTION TWELVE

NOTICES

All notices, demands, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

TO LESSOR: John Bartizek, District Clerk
Metropolitan District Commission
555 Main Street
P. O. Box 800
Hartford, CT 06103

TO LESSEE:

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

Copies of any such notices shall also be sent in the foregoing manner to Lessor's Attorney, Christopher R. Stone, 290 Roberts Street, P.O. Box 8927, East Hartford, Connecticut 06108.

SECTION THIRTEEN

ASSESSMENTS

Lessee shall pay all special assessments and levies or charges made by any municipal or political subdivision for local improvements, and shall pay the same in cash as they shall fall due and before they shall become delinquent and as required by the act and proceedings under which any such assessments or levies or charges are made by any municipal or political subdivision. If the right is given to pay either in one sum or in installments, Lessee may elect either mode of payment and its election shall be binding on Lessor. If, by making any such election to pay in installments, any of such installments shall be payable after the termination of this lease or any extended term thereof, such unpaid installments shall be prorated as of the date of termination, and amounts payable after such date shall be paid by Lessor. All of the taxes and charges under this Section 13 shall be prorated at the commencement and expiration of the term hereof.

SECTION FOURTEEN

REPAIRS AND DESTRUCTION OF IMPROVEMENTS

(a) Maintenance of improvements. Lessee shall, throughout the term of this Lease, at its own cost, and without any expense to Lessor, keep and maintain the premises, including all roads, buildings, and improvements of every kind which may be a part thereof, and all appurtenances thereto, in good, sanitary, and neat order, condition and repair, and, except as specifically provided herein, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description, whatsoever to the Demised Premises or any roads, buildings or improvements thereon. Lessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Demised Premises, the improvements thereon or any activity or condition on or in such premises.

(b) Damage to and destruction of improvements. The damage, destruction, or partial destruction of any building or other improvement which is a part of the premises shall not release Lessee from any obligation hereunder, except as hereinafter expressly provided, and in case of damage to or destruction of any such building or improvement, Lessee shall at its own expense promptly repair and restore the same to a condition as good or better than that which existed prior to such damage or destruction. If such damage or destruction shall render the premises unfit for the use for which it is intended, rent shall abate for the period of time for which it is unusable. In the event of total or substantially total destruction, Lessee shall also have the option of terminating this Lease upon written notice to Lessor.

(c) Lessee shall erect and maintain a gate across the access road to be located in the area where the access road enters the Demised Premises at its sole cost and expense. Said gate shall be equipped with a lock to which only the Lessee and Lessor shall have an operable key.

(d) In addition to the gate referenced above, Lessee shall erect and maintain a fence at least 8 feet in height along the perimeter of the site on which the water tank is to be located. The parties hereto agree that the dimensions of said perimeter shall not exceed 80 feet by 100 feet. Said fence shall have a gate which shall be equipped with a lock to which only the Lessee and Lessor shall have an operable key.

SECTION FIFTEEN

UTILITIES

Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the premises throughout the term hereof, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the premises and all activities conducted thereon, and Lessor shall have no responsibility of any kind for any thereof.

SECTION SIXTEEN

LIENS

(a) Lessee's duty to keep premises free of liens. Lessee shall keep all of the premises and every part thereof and all buildings and other improvements at any time located thereon free and clear of any and all mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions which Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the premises, or any obligation of any kind incurred by Lessee, and at all times

promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, (in any event within thirty (30) days of the filing of such lien) and to indemnify Lessor and all of the premises and all buildings and improvements thereon against all such liens and claims of liens and suits or other proceedings pertaining thereto.

(b) Contesting liens. If Lessee desires to contest any such lien, it shall notify Lessor of its intention to do so with 15 (fifteen) days after the filing of such lien. In such case, and provided that Lessee shall on demand protect Lessor by a good and sufficient surety bond against any such lien and any cost, liability, or damage arising out of such contest, Lessee shall not be in default hereunder until thirty (30) days after the final determination of the validity thereof, within which time Lessee shall satisfy and discharge such lien to the extent held valid; but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon, and such delay shall be a default of Lessee hereunder. In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, expense, and damage resulting therefrom.

SECTION SEVENTEEN

INDEMNIFICATION

Lessor shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whosoever may at any time be using or occupying or visiting the Demised Premises or be in, on, or about the same, or any loss to any person or property beyond the Demised Premises caused by Lessee including, without limitation, any loss, claim or damage related to any storage or spill of petroleum products or hazardous wastes, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall and hereby does indemnify defend, and hold harmless Lessor against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. Lessee hereby waives all claims against Lessor for damages to the building and improvements that are now on or hereafter placed or built on the premises and to the property of Lessee in, on or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence, intentional acts, or misconduct of Lessor, its agents, or employees.

ATTORNEY'S FEES

If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Demised Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorney's fee, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

SECTION NINETEEN

REDELIVERY OF PREMISES

Lessee shall pay the rent and all other sums required to be paid by Lessee hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all the terms and conditions hereof on its part to be kept and performed, and, at the expiration or sooner termination of this Lease, peaceably and quietly quit and surrender to Lessor the premises in good order and condition subject to the other provisions of this Lease. In the event of the nonperformance by Lessee of any of the covenants of Lessee undertaken herein, this Lease may be terminated as herein provided.

SECTION TWENTY

REMEDIES CUMULATIVE

All remedies hereinbefore and hereafter conferred on Lessor shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

SECTION TWENTY-ONE

INSURANCE

(a) Insurance coverage of premises. Lessee shall, at all times during the term of this Lease and at Lessee's sole expense, keep all improvements which are hereafter a part of the premises insured against loss or damage by fire and the extended coverage hazards for one hundred percent (100%) of the full replacement value of such improvements, with loss payable to Lessor and Lessee as their interests may appear. Any loss adjustment shall require the written consent of both Lessor and Lessee, provided that Lessee shall have the right to use any insurance proceeds for the repair or reconstruction of the premises and Lessor agrees to so consent.

(b) Personal injury liability insurance. Lessee shall maintain in effect throughout the term of this Lease personal injury liability insurance covering the premises and its appurtenances and the sidewalks fronting thereon in the amount of Three Million Dollars (\$3,000,000.00) for single limit coverage for injury to or death of any persons and damage to property in on occurrence. Such insurance shall specifically insure Lessee against all liability assumed by it hereunder, as well as liability imposed by law, and shall insure both Lessor and Lessee but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Lessor and Lessee. Lessee shall be included within said policy as an additional insured. The above shall also include all appropriate insurance coverages required by Lessor during any construction phase of buildings by Lessee.

(c) Lessor's right to pay premiums on behalf of Lessee. All of the policies of insurance referred to in this section shall be written in form satisfactory to Lessor and by insurance companies satisfactory to Lessor. Lessee shall pay all of the premiums therefor and deliver certificates of insurance to Lessor, and in the event of the failure of Lessee, either to effect such insurance in the names herein called for or to pay the premiums therefor or to deliver such certificates of insurance, to Lessor, Lessor shall be entitled, but shall no obligation, to effect such insurance and pay the premiums therefor, which premiums shall be repayable to Lessor with the next installment of rental, and failure to repay the same shall carry with it the same consequence as failure to pay any installment of rental. Lessor may, at its sole discretion, require Lessor to deliver insurance policies to Lessor as it may from time to time deem necessary. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to Lessor, that it will give to Lessor thirty (30) days' written notice before the policy or policies in question shall be altered or cancelled. Lessor agrees that it will not unreasonably withhold its approval as to the form or to the insurance companies selected by Lessee.

(d) Blanket insurance policies. Notwithstanding anything to the contrary contained in this section, Lessee's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Lessee; provided, however, that the coverage afforded Lessor will not be reduced or diminished or otherwise be different from that which would exist under a separate policy meeting all other requirements of this Lease by reason of the use of such blanket policy of insurance.

(e) Revisions to insurance policies. The insurance policies provided for herein shall be subject to review and modification at the sole discretion of Lessor every five (5) years throughout the term of this Lease.

SECTION TWENTY-TWO

NOTICE OF DEFAULT

Lessee shall not be deemed to be in default hereunder in the payment of rent or in the payment of any other money as herein required or in the furnishing of any bond or insurance policy when required herein unless Lessor shall first give to Lessee ten (10) days written notice of such default and Lessee fails to cure such default within such ten (10) days.

Except as to the provisions or events referred to in the preceding sentence of this section, Lessee shall not be deemed to be in default hereunder unless Lessor shall first give to Lessee thirty (30) days' written notice of such default, and Lessee fails to cure such default within such thirty (30) day period, or, if the default is of such a nature that it cannot be cured within thirty (30) days, Lessee fails to commence to cure such default within such period of thirty (30) days or fails thereafter to proceed to the curing of such default with all possible diligence.

SECTION TWENTY-THREE

DEFAULT

In the event of any breach of this Lease by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee. Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may terminate this Lease. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, Lessor may recover from Lessee all damages incurred by reason of such breach, including the cost of recovering and reletting the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term, over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

SECTION TWENTY-FOUR

LESSOR'S RIGHT TO PERFORM

In the event that Lessee by failing or neglecting to do or perform any act or thing herein provided by it to be done or performed, shall be in default hereunder and such failure shall continue for a period of thirty (30) days after written notice from Lessor specifying the nature of the act or thing to be done or performed, then Lessor may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the Demised Premises for such purposes, if Lessor shall so elect), and Lessor shall not be or be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to Lessee on account thereof, and Lessee shall repay to Lessor on demand the entire expense thereof as additional rent, including compensation to the agents and employees of Lessor. Any act or thing done by Lessor pursuant to the provisions of this section shall not be or be construed as a waiver of any such default by Lessee, or as a waiver of any covenant, term, or condition herein contained or the performance thereof, or of any other right or remedy of Lessor, hereunder or otherwise.

SECTION TWENTY-FIVE
RENEWAL

If Lessee is not in default under the terms, covenants, and obligations of this Lease, it shall have the option to renew said Lease for an additional period of thirty-five (35) years. The provisions of this Lease, including rent, shall continue in full force and effect for the renewal period. Lessee shall provide Lessor with written notice of its intent to exercise its option to renew within 180 days of the expiration of the initial term contained herein. Failure of Lessee to provide said notice shall be deemed an unequivocal expression of Lessee's intent not to renew said Lease, and said Lease shall terminate upon the expiration of the initial term.

SURRENDER OF LEASE

The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

SECTION TWENTY-SEVEN

DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE

During the term hereof and upon termination of this Lease for any cause, Lessor shall be the owner of any building or improvements on the Demised Premises.

SECTION TWENTY-EIGHT

TRANSFER OF SECURITY

If any security is given by Lessee to secure the faithful performance of all or any of the covenants of this Lease on the part of Lessee, Lessor may transfer or deliver the security, as such, to the purchaser of the reversion, in the event that the reversion be sold, and thereupon Lessor shall be discharged from any further liability in reference thereto.

SECTION TWENTY-NINE

WAIVER

The waiver by Lessor of, or the failure of Lessor to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition therein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

SECTION THIRTY

EFFECT OF LESSEE'S HOLDING OVER

Any holding over after the expiration of the term of this Lease, without the express written consent of Lessor shall be construed to be a tenancy from month to month, at the same rental as required to be paid by Lessee for the period immediately prior to the expiration of the term hereof, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

SECTION THIRTY-ONE

PARTIES BOUND

The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the successors, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

SECTION THIRTY-TWO

TIME OF THE ESSENCE

Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision hereof.

SECTION THIRTY-THREE

SECTION CAPTIONS

The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

In witness whereof, the parties have executed this Lease at
 on the day and year first above written.

LESSOR
 THE METROPOLITAN DISTRICT

John J. Rossi
 BY: John J. Rossi
 its Chairman

LESSEE
 TOWN OF NEW HARTFORD

Reginald J. Smith
 BY: Reginald J. Smith, Jr.
 First Selectman

STATE OF CONNECTICUT)
)
 COUNTY OF HARTFORD)

ss. *November* ~~October 14~~, 1989

Personally appeared John J. Rossi, signer of the foregoing
 Instrument, and acknowledged the same to be his free act and
 deed, and the free act and deed of said Metropolitan District,
 before me.

[Signature]
 Commissioner of the Superior Court

STATE OF CONNECTICUT)
)
 COUNTY OF HARTFORD)

ss. New Hartford October 20, 1989

Personally appeared Reginald J. Smith, Jr., signer of the foregoing
 Instrument, and acknowledged the same to be his free act and
 deed, and the free act and deed of said Town of New Hartford,
 before me.

Deane P. Peers
 Commissioner of the Superior Court



SCHEDULE A

Beginning at a point which marks the northwesterly corner of the 20' easement granted to the Grantee by The Metropolitan District on this date:

Thence N 66 -00'-35" W a distance of 15.00' to a point;

Thence N 23 -59'-24" E a distance of 100.00' to a point;

Thence S 66 -00'-36" E a distance of 80.00' to a point;

Thence S 23 -59'-24" W a distance of 100.00' to a point;

Thence N 66 -00'-36" W a distance of 65.00' to a point and place of beginning.

As shown on Map entitled "Map of Proposed Easement for Proposed Water Tower Site & Proposed Draw & Fill Line Route for the Town of New Hartford, Across Properties of Pitney Bowes & M.D.C., Industrial Park Access Drive, New Hartford, Connecticut, 2-14-89 Rev 2-21-89, 1"=80', Drawn A.S.V., Checked A.B., The Bongiovanni Group, Inc., Alan Bongiovanni, L.L.S. #14649."

~~6698~~
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ADDENDUM TO LEASE

This Addendum to Lease is dated August 16, 2001, by and between THE METROPOLITAN DISTRICT, a specially chartered municipal corporation having its principal place of business at 555 Main Street, Hartford, CT, herein referred to as Lessor, and TOWN OF NEW HARTFORD, a municipal corporation, State of Connecticut, herein referred to as Lessee.

WHEREAS:

1. Lessor and Lessee are parties to a lease dated October 20, 1989 in which Lessor leased to Lessee a certain parcel of land in the Town of New Hartford for the purpose of constructing and operating a water tank (the "Lease"); and
2. The parcel of land which is the subject of the Lease is known as the "Water Storage Tank Site" and is described in Schedule A attached to the original Lease; and
3. Lessee wishes to lease an additional parcel of land, 45' x 80', adjacent to the "Water Storage Tank Site" for the purpose of constructing and operating another water storage tank; and
4. Lessor is willing to lease this additional area to Lessee for said purpose on the same terms and conditions as those contained in the existing Lease.

NOW, THEREFORE, the parties agree as follows:

1. Schedule A attached to the Lease is amended by adding thereto the following described property for the purpose of constructing and operating another water storage tank:

SCHEDULE A

Beginning at a point which marks the northwesterly corner of the Water Storage Tank Site previously leased to the Grantee by The Metropolitan District:

Thence N 23° -59' -24" E a distance of 45.00' to a point;

Thence S 66° -00' -36" E a distance of 80.00' to a point;

Thence S 23° -59' 24" W a distance of 45.00' to a point;

Thence N 66° -00' -36" W a distance of 80.00' to the point and place of beginning.

Said premises are shown on the sketch entitled "Detail 'A': 490,000 Gallon Water Storage Tank" attached hereto and incorporated herein.

2. Lessor grants to Lessee a temporary construction easement of the uniform width of twenty feet (20') along the westerly, northerly and easterly boundaries of the property described in paragraph 1 above, which easement shall terminate upon completion of construction of the water storage tank and all appurtenances thereto on said property.

3. All of the other terms and conditions of the Lease remain the same.

IN WITNESS WHEREOF, the parties have executed this Addendum to Lease to be effective on the day and year first above written.

Signed, Sealed and Delivered:

Martin R. Conway

Robert A. H.

Burke

Christine J. Hayward

LESSOR, THE METROPOLITAN DISTRICT

By William W. [Signature]

LESSEE, TOWN OF NEW HARTFORD

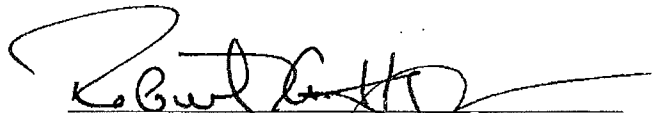
By Katherine L. Rieger

Katherine L. Rieger
Its First Selectwoman

STATE OF CONNECTICUT }
 }
 } SS. Hartford
COUNTY OF HARTFORD }

On this 16th day of August, 2001, before me, Robert A. Hagan, the undersigned officer, personally appeared ANTHONY H. GALLICCHIO, who acknowledged himself to be the Chairman of The Metropolitan District, and that as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



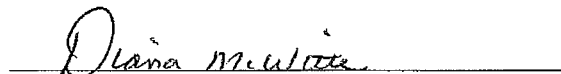
Robert A. Hagan
Notary Public

My Commission Expires March 31, 2002

STATE OF CONNECTICUT }
 }
 } SS.
COUNTY OF LITCHFIELD }

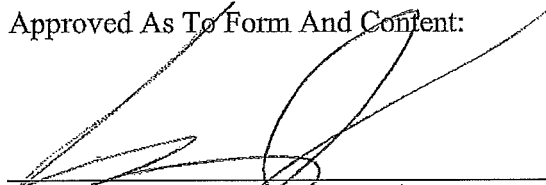
On this 20th day of August, 2001, before me, DIANA WITTE, the undersigned officer, personally appeared KATHERINE L. RIEGER, who acknowledged herself to be the First Selectwoman of the Town of New Hartford, and that as such First Selectwoman, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

DIANA M. WITTE
My Commission Expires 8/31/03

Approved As To Form And Content:



Christopher R. Stone
Assistant District Counsel

MDC



The Metropolitan District

water supply • environmental services • geographic information

July 31, 2001

CERTIFICATION

THIS IS TO CERTIFY That, at a meeting of the District Board of The Metropolitan District held on July 9, 2001, the following resolution was adopted:

Resolved: That the Chairman or Vice Chairman of the District Board be authorized to execute an amendment to the existing lease agreement between The Metropolitan District and the Town of New Hartford for the purpose of allowing the Town to construct, operate and maintain a second water storage tank. Said amendment to the existing lease agreement shall be subject to approval by District Counsel as to form and content.

ATTEST:

Robert A. Hagan
District Clerk

Town of New Hartford

530 MAIN STREET • TOWN HALL
NEW HARTFORD, CT 06057
860-379-3389

MEMORANDUM

TO: Daisy Chavez
FROM: Christine Hayward
DATE: 8/20/01
RE: Addendum to Lease

~~~~~  
Enclosed is one original of the "Addendum to Lease" between the Town of New Hartford and the MDC dated August 16, 2001.

I have kept one original for my files.

Thank you for all of your assistance throughout this matter. You've been a great help!