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January 10, 2014

Mary A. Glassman
First Selectman
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070

Re: Big Y Foods, Inc.: Development of Properties
Located at 1313 Hopmeadow Street, Simsbury, CT:
Access to Skating Center Driveway

Dear Mary:

You have asked for an update on the status of the effort by Big Y Foods, Inc. to obtain the expanded easement rights to the Skating Center driveway ("the Driveway") it says it needs as part of its planned development of 1313 Hopmeadow Street. In addition, you have requested that we outline the Town's options to convert the Skating Center Driveway to a public road for purposes of access to adjoining parcels on the south and the north if the expanded easement rights acceptable to the Town cannot be successfully negotiated by the parties.

The Driveway at issue is located on a .993 acre portion of the Town-owned land leased to ISCC, LLC (See Exhibit A attached hereto). The Driveway is currently subject to a number of existing easements in favor of abutting property owners to the north, south (at issue here) and west.

The following is a summary of the history of the Project and the reasons for the expanded Driveway Easement. The Big Y site plan for the development of properties located at 1313 Hopmeadow Street consists of the consolidation of a number of smaller individual parcels. The site plan was approved by the Zoning Commission on September 10, 2012 as documented in the September 13, 2012 approval letter. The approved site plan for the development showed an access point from the Big Y parking lot behind the proposed building onto the Driveway to the north for use by delivery trucks. The access point onto the Driveway was a condition of the Zoning Commission's approved Site Plan and the July 24, 2013 approval of the site plan by the Office of State Traffic Administration ("OSTA"). The Driveway access was part of an effort to improve traffic safety and circulation from the development onto Hopmeadow Street.

The Town, as the owner of the land supporting the Driveway supports the request for the expanded easement rights. On July 2, 2013 the Town received a letter from Big Y requesting help from the Town in obtaining a revised easement from both the Town as property owner and ISCC as the lessee that makes it clear the Big Y development will have access from the entire site to the Skating Center driveway, since an existing access easement granted as part of the

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Ground Lease to the Driveway encumbered only a 1.62 acre portion of the larger Big Y development site.

The Board considered and approved a resolution on August 12, 2013. In the approval the Town agreed, for its part as Ground Lessor, to the revised easement to allow Big Y access to the Driveway. The Board authorized you as First Selectman to sign the easement as negotiated between the Big Y and the Skating Center. Since that time, the burden has been on the two private parties to the easement transaction (Big Y and ISCC) to come to an agreement on the terms for such issues as maintenance and repair of the easement area.

I received today the attached draft Agreement Regarding Reciprocal Easements and Land Use Restrictions (the "Reciprocal Easement"). The draft includes, for the first time, a use restriction on the Skating Center parcel that will prohibit the town from leasing the Skating Center property for a food or prescription drug retail business (see Paragraph 8(a) of the Reciprocal Easement).

While the Town's strong preference has been, and remains, for the parties to reach an acceptable agreement over the terms of an expanded easement, you have asked whether the Town has the authority to extinguish the Lessee's lease rights to the Driveway by eminent domain for purposes of establishing the Driveway as a public road for access to the Skating Center and the abutting properties to the south and north of the Ground Lease Premises.

Connecticut municipalities have a well-established legal right to exercise the power of eminent domain to obtain a permanent easement over private interests in lands for a public right to travel (which rights are the essence of a "public road"). Connecticut General Statutes §7-148(c)(6)(A)(iii) provides that a municipality, in addition to other powers granted in the statutes, has the power to:

Enter into or upon any land for the purpose of making necessary surveys or mapping in connection with any public improvement, and take by eminent domain any lands, rights, easements, privileges, franchises or structures which are necessary for the purpose of establishing, construction or maintaining any public work, or for any municipal purpose, in the manner prescribed by the general statutes.

Connecticut General Statutes §7-148(c)(6)(C)(i) provides municipalities with the power to layout and construct roads. "The laying out of a highway has been construed to embrace all the measures for the creation or establishment of the road." Wolcott v. Pond, 19 Conn. 597, 601. Woodbridge v. Merwin, 27 Conn. Sup. 469, 472 (1968).

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The acquisition of the leasehold rights to the Driveway from ISCC to create a public road is accomplished through an action of the Board of Selectmen as the Town's legislative body. The following preliminary steps need to be taken prior to the Board taking action on the acquisition of the leasehold rights to establish the Driveway as a public road:

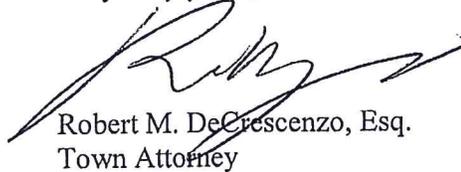
1. Referral to Town Engineer to hire an appraiser to establish just compensation for the rights to be taken;
2. Referral to the Economic Development Commission for their input on the public convenience and necessity of a public right to travel on the Driveway for the development of the parcels to the north and south of the Driveway; and
3. Referral to the Planning Commission for its review of the proposal pursuant to General Statutes §8-24.

If a condemnation action is commenced by the Town, the Lessee will be entitled to just compensation subject to the terms of the condemnation provisions of the Ground Lease.

Based on presentation of the draft Reciprocal Easement received today, I recommend the Town make an effort to negotiate acceptable terms of the Agreement with Big Y and ISCC, LLC prior to the Board of Selectmen taking the necessary actions to initiate an eminent domain proceeding.

Should you have any questions, please do not hesitate to contact me.

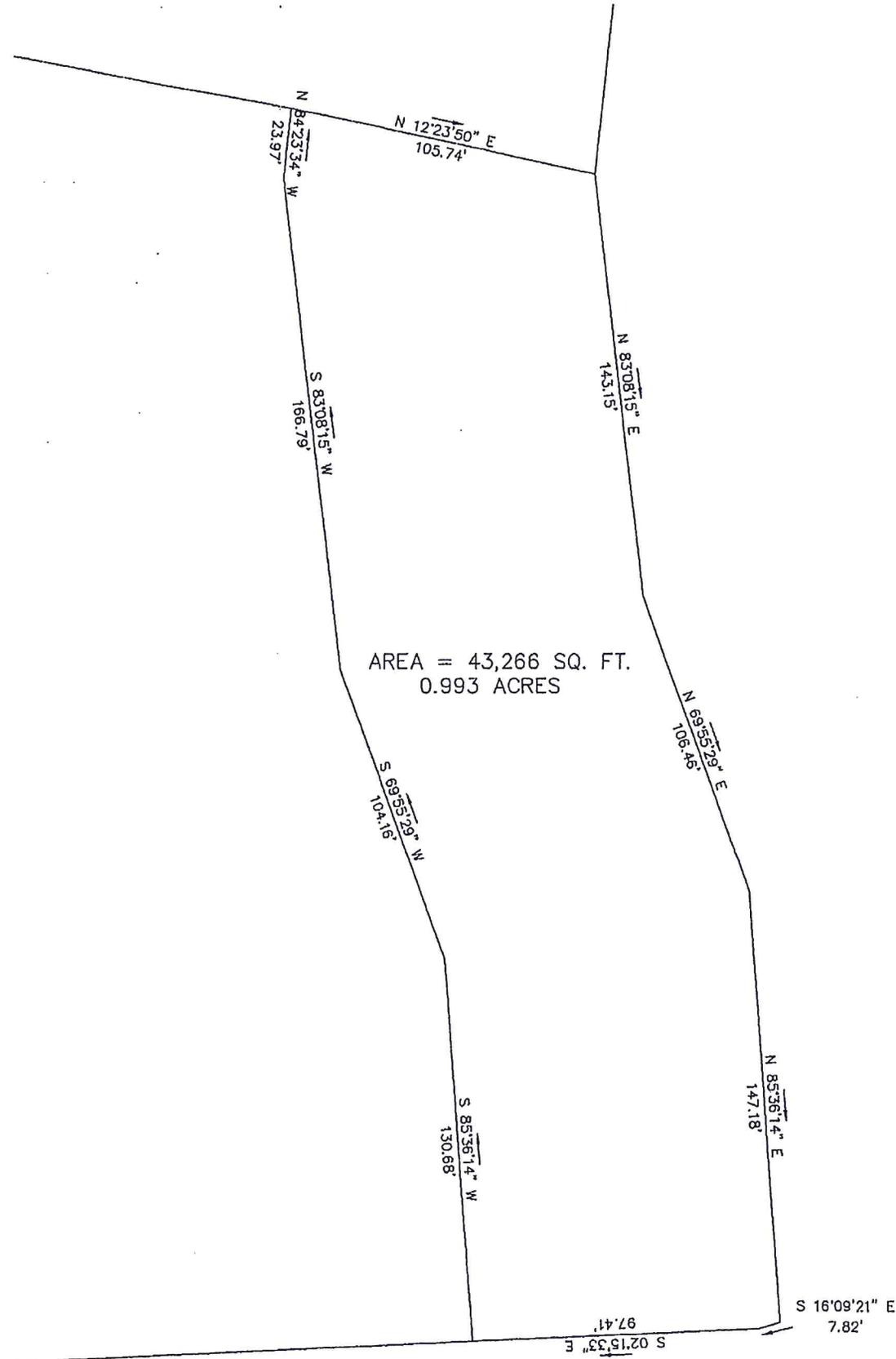
Very truly yours,



Robert M. DeCrescenzo, Esq.
Town Attorney

RMDe/psm

Enclosure



HOPMEADOW

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

HALLORAN & SAGE LLP
ONE GOODWIN SQUARE
225 ASYLUM STREET
HARTFORD, CONNECTICUT 06103
ATTENTION: JAMES P. MAHER, ESQ.

SPACE ABOVE LINE RESERVED FOR OFFICIAL RECORDER'S USE

**AGREEMENT REGARDING RECIPROCAL EASEMENTS AND LAND USE
RESTRICTION**

THIS AGREEMENT REGARDING RECIPROCAL EASEMENTS AND LAND USE RESTRICTION (this "Agreement") is entered into as of the ____ day of _____, 2013, by and between BIG Y FOODS, INC., a Massachusetts corporation ("Big Y"), the TOWN OF SIMSBURY, a Connecticut municipal corporation (the "Town"), and WORLD SKATE, INC. a Connecticut corporation ("World Skate"; together with Big Y and the Town, collectively, the "Parties", and each individually a "Party").

WITNESSETH:

WHEREAS, Culbro Corporation, a Delaware corporation ("Culbro"), conveyed to the Town a parcel of unimproved land consisting of approximately 17 acres situated on the westerly side of Hopmeadow Street in Simsbury, Connecticut, as more particularly described on Exhibit A attached hereto and incorporated herein (the "Skating Center Parcel"), pursuant to a certain Warrantee Deed dated April 18, 1994;

WHEREAS, simultaneously therewith, (i) Culbro and the Town entered into a certain Access, Signage, Utility and Drainage Easement dated April 18, 1994 (the "Culbro Easement"), pursuant to which Culbro reserved certain access, lighting, signage, utility and drainage easements over a portion of the Skating Center Parcel (the "Skating Center Easement Area") for the benefit of certain land owned by Culbro contiguous to the Skating Center Parcel; and (ii) the Town and World Skate entered into a certain Ground Lease dated April 18, 1994 (the "Ground Lease"), pursuant to which the Town, as lessor, leased to World Skate, as lessee, the Skating Center Parcel for the purposes of constructing and operating thereon a first class skating facility;

WHEREAS, Culbro subsequently sold an approximately 1.62 acre parcel of land contiguous to the Skating Center Parcel (the "Culbro Parcel") to Simsbury North LLC, a Connecticut limited liability company ("Simsbury North"), pursuant to a Warranty Deed dated November 28, 1994, and in connection therewith, granted to Simsbury North an access easement over the Easement Area for purposes of ingress and egress to the Culbro Parcel pursuant to a certain Non-Exclusive Easement dated November 29, 1994 (the "Simsbury North Easement"; together with the Culbro Easement, collectively, the "Existing Skating Center Easements");

WHEREAS, contemporaneously herewith, Big Y has acquired, pursuant to a deed from Simsbury Upper7, LLC, a Connecticut limited liability company and successor in interest to Simsbury North, title in fee simple absolute to an approximately 7.75 acre parcel of land situated on the westerly side of Hopmeadow Street in Simsbury, Connecticut, as more particularly described on Exhibit B attached hereto and incorporated herein (the "Big Y Parcel"), a portion of which consists of the Culbro Parcel;

WHEREAS, the parties believe that the Existing Skating Center Easements were intended to benefit the Culbro Parcel and presently run to the benefit of Big Y as the owner thereof, but to avoid doubt have agreed to enter into this Agreement to confirm the same;

WHEREAS, in connection with Big Y's development of the Big Y Parcel, a traffic signal (the "Traffic Signal") is to be installed on Hopmeadow Street in the area identified as "_____ " on the mylar prepared by F.A. Hesketh & Associates, Inc., a copy of which has been or will be filed with the Town (the "Survey"), which shall allow for direct access and passage to and from Hopmeadow Street and the Big Y Parcel;

WHEREAS, the Town and World Skate have requested, and Big Y has agreed to provide to the Town and World Skate, a future access easement over the area identified as "_____ " on the Survey (the "Big Y Easement Area") for purposes of ingress and egress to and from the Skating Center Parcel and Hopmeadow Street via the Traffic Signal, in the event certain conditions precedent are satisfied by the Town and World Skate as more specifically set forth herein;

WHEREAS, the Town and World Skate have further agreed to grant Big Y an easement to install and maintain plantings in the area identified as "_____ " on the Survey (the "Plantings Easement Area"; together with the Skating Center Easement Area, collectively, the "Easement Areas"); and

WHEREAS, the parties now desire to (i) expand the land benefited by the Existing Skating Center Easements to include the entire Big Y Parcel, (ii) set forth their agreements with respect to a future access easement in favor of the Town and World Skate through the Big Y Easement Area for ingress and egress to and from the Skating Center Parcel and Hopmeadow Street, (iii) create an easement in favor of Big Y over the Plantings Easement Area to install and maintain plantings, (iv) provide for the orderly operation and maintenance of the Easement Areas, and (v) place certain land use restrictions on the Skating Center Parcel, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easements.**

(a) The Town hereby grants, bargains and conveys to Big Y, its invitees, guests, officers, employees, contractors, agents, successors and assigns, with WARRANTY

COVENANTS, a non-exclusive perpetual easement appurtenant to the Big Y Parcel, over, across, upon and through the Skating Center Easement Area for all purposes set forth in the Existing Skating Center Easements, including, without limitation, the right of entrance, exit, passage, access, ingress and egress for motor vehicle and pedestrian traffic, the right to install and maintain lighting and signage with the prior written approval of the Town, the right to install and maintain utility services, and the right to drain surface water from the Big Y Parcel. In addition, Big Y, its invitees, guests, employees, contractors, agents, successors and assigns shall have an easement over, across, upon and through the Skating Center Easement Area for the purpose of constructing, installing, maintaining, repairing and replacing any improvements determined by Big Y to be reasonably necessary to gain access to the Skating Center Easement Area, including without limitation curb cuts and pavement. World Skate hereby acknowledges and consents to the foregoing, notwithstanding any provisions to the contrary contained in the Ground Lease.

(b) The parties hereby acknowledge and agree that the Skating Center Easement Area is accurately identified as “_____” on the Survey.

(c) The Town hereby grants, bargains and conveys to Big Y, its employees, contractors, agents, successors and assigns, with WARRANTY COVENANTS, an exclusive and perpetual easement appurtenant to the Big Y Parcel, to enter onto and use the Plantings Easement Area for the purposes of installing, planting, maintaining, repairing and restoring any plantings deemed necessary or desirable by Big Y in connection with the development of the Big Y Parcel, including without limitation, trees, bushes, shrubs, flowers, grasses, plants and any other forms of vegetation or landscaping deemed necessary or desirable by Big Y. World Skate hereby acknowledges and consents to the foregoing, notwithstanding any provisions to the contrary contained in the Ground Lease.

2. **Agreement Regarding Future Access Easement.** Big Y agrees to grant the Town and World Skate for so long as the Ground Lease remains in full force and effect, an easement appurtenant to the Skating Center Parcel over the Big Y Easement Area for purposes of (i) providing ingress and egress to and from the Skating Center Parcel and Hopmeadow Street, and (ii) constructing any improvements reasonably necessary for the Town and World Skate to gain access to the Big Y Easement Area from the Skating Center Parcel (collectively, the “Proposed Easements”), at such time as (i) the Office of State Traffic Commission of the State of Connecticut (the “OSTA”) shall have reviewed and approved of the Proposed Easements and the Town and World Skate shall have provided Big Y with evidence of such approval reasonably satisfactory to Big Y, (ii) the Town and World Skate shall have obtained any other consents, approvals, licenses, permits or authorizations required for the Proposed Easements and shall have provided Big Y with evidence of the same reasonably satisfactory to Big Y, and (iii) the Town and World Skate shall have provided Big Y with an opinion of legal counsel reasonably satisfactory to Big Y to the effect that the OSTA has provided its approval of the Proposed Easements and that all other consents, approvals, licenses, permits or authorizations required for the Proposed Easements have been obtained. In the event that all of the foregoing conditions are satisfied, the Parties shall enter into a mutually agreeable easement agreement pursuant to which Big Y shall grant to the Town and World Skate the Proposed Easements.

3. **Easement Area Maintenance.**

(a) The Town and World Skate shall be jointly and severally responsible for the cost and expense of the maintenance and repair of the Skating Center Easement Area. The Town and World Skate shall use good faith efforts to operate, maintain, repair and restore the Skating Center Easement Area, or cause the Skating Center Easement Area to be operated, maintained, repaired and restored in accordance with the standards for a first class commercial development in the greater Hartford metropolitan area. Notwithstanding the foregoing, Big Y shall be responsible for the cost of any improvements to the Skating Center Easement Area reasonably required by Big Y to gain access to the Skating Center Easement Area, including without limitation the cost of additional paving, curb cuts or drainage upon the Skating Center Easement Area.

(b) Big Y shall be responsible for the cost and expense of the maintenance and repair of the Plantings Easement Area. Big Y shall use good faith efforts to operate, maintain, repair and restore the Plantings Easement Area, or cause the same to be operated, maintained, repaired and restored in accordance with the standards for a first class commercial development in the greater Hartford metropolitan area.

4. **Indemnity.** Each Party hereby agrees to indemnify, defend and hold harmless the other Parties and their employees, agents, representatives, contractors and subcontractors (each, an "Indemnified Party"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including without limitation reasonable attorneys' fees and court costs incurred in connection with the enforcement of this indemnity or otherwise), suffered or incurred by an Indemnified Party as a result of or arising out of or in connection with (i) the use by such Party (the "Indemnifying Party") of the Easement Areas; (ii) any failure by the Indemnifying Party to comply with its obligations under this Easement; (iii) fraud, negligence or willful misconduct of the Indemnifying Party in connection with the performance of this Easement; and (iv) any action or omission by the Indemnifying Party which causes damage to the Easement Areas, or to persons and/or property located thereon. The Indemnifying Party shall have the right to defend, and shall defend, at its expense and by counsel of its own choosing (subject to the Indemnified Party's approval of such counsel, not to be unreasonably withheld), against any claim or liability to which the indemnity agreement set forth in this Section 4 would apply. Any settlement of any such claim or liability by the Indemnifying Party shall be subject to the approval of the Indemnified Party in its sole and absolute discretion. The right of any Indemnified Party to defend or settle any such claim to be defended hereunder itself shall be limited to those cases where the Indemnifying Party has failed or refused to defend after written notice to such Indemnifying Party or where any Indemnified Party to be defended hereunder reasonably determines that a conflict of interest exists. Each Party, as applicable, shall regularly apprise the other of the status of all proceedings.

5. **Insurance.** Each Party shall maintain or cause to be maintained with respect to the Easement Areas commercial general liability insurance against claims for personal injury or death and property damage occurring upon, in or about the Easement Areas, such insurance to afford protection with a limit of not less than _____ (\$ _____), subject to

adjustment from time to time (but not more frequently than once every five years) at the request of any Party based upon the percentage increase in the Consumer Price Index, for personal injuries, including bodily injury or death (which limit may be included in an excess lines policy), and property damage to any number of persons arising out of any one occurrence. Such limit may be achieved by a combination of primary and excess or umbrella policies. Each Party shall designate the others as additional insureds under the commercial general liability insurance policy. Each Party shall provide the other Parties with certificates of insurance upon request evidencing the coverages required pursuant to this Section 5, together with appropriate endorsements naming the other Parties as additional insureds.

6. **Public Easements.** Firefighters, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Easement Areas.

7. **Obstructions.** No Party shall permit any obstructions on the Skating Center Easement Area, whether by improvements or otherwise, in a manner that would adversely affect passage over, across, upon or through the Skating Center Easement Area.

8. **Covenants and Restrictions.**

(a) **Use Limitation.** The Town covenants and agrees solely with respect to its interest in the Skating Center Parcel and World Skate covenants and agrees solely with respect to its leasehold interest in the Skating Center Parcel (collectively the "Property Interests" but in each case solely with respect to the interests of the particular party and not as to each other's property interests), that from the date hereof through and including the termination of the Covenants and Restrictions (as hereinafter defined) in accordance with subsection (d) below, it shall not use, or sell to or lease to any party, and shall not enter into any joint venture or other agreement with any third party, that the Town or World Skate (each solely as to their Property Interests and collectively hereinafter referred to as the "Granting Parties" or sometimes referred to herein in individually as a "Granting Party") has actual reason to believe and actual knowledge that it intends to use, or permit the use of, the applicable Property Interest for purposes of operating thereon any establishment whose business includes: (a) a Food Business (as hereinafter defined) or (b) the sale of prescription drugs (the foregoing restrictive covenant being hereinafter referred to as the "Covenants and Restrictions"). For purposes of this Agreement, the term "Food Business" shall mean and refer to any store (including without limitation a combination store) generally engaged in the sale of grocery food items, including without limitation, fresh produce, dairy products, meats, deli items, seafood, bakery items, frozen foods and/or prepackaged food products for off-site consumption, regardless of whether such store may sell other items in addition to any of the foregoing. Notwithstanding anything to the contrary herein, the Covenants and Restrictions shall not restrict (a) medical, dental and veterinarian offices and clinics that may write prescriptions and give or sell drugs and pharmaceuticals to patients as an incidental part of such operations; (b) any establishment that has less than 750 sq. ft. of sales floor area dedicated to the sale of grocery food items, including without limitation, fresh produce, dairy products, meats, deli items, seafood, bakery items, frozen foods and/or prepackaged food products for off-site consumption; and (c) a restaurant operation preparing food for on premises consumption or take-out such as, by way of non-limiting example only, and without limitation, a restaurant, fast food eat in and/or take-out, such as Subway,

Dunkin Donuts, Starbucks Cafe, Cupcake House, typical liquor bar, ice cream take-out, movie theatre, and bowling alley. The Granting Parties shall each, as applicable, be deemed to have complied with the Covenants and Restrictions and their obligations hereunder with respect to any person, entity or governmental authority who is not a Granting Party or an affiliate of a Granting Party, if the Granting Party shall include the Covenants and Restrictions in any deed, lease, mortgage, joint venture or other agreement into which a Granting Party hereafter enters with respect to their respective Property Interests and a provision which states that Big Y shall have the right to directly enforce such Covenants and Restrictions as a third party beneficiary thereof.

(b) **Reserved Rights.** The Covenants and Restrictions set forth herein do not grant or convey to members of the general public any rights of ownership, entry or use of the Skating Center Parcel. The Town reserves the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the right to exclude others and to use the Skating Center Parcel for all purposes not in violation of Covenants and Restrictions.

(c) **Property Transfers.** The Town and each subsequent owner of the Skating Center Parcel shall include the following notice on all deeds, mortgages, plats, or any other legal instrument used to convey any interest in the Skating Center Parcel. Failure to comply with this Section does not impair the validity or enforceability of this Agreement:

NOTICE: This Property is Subject To a Reciprocal Easement and Land Use Restriction Agreement recorded at Volume ___ Page ___ of the Land Records of the Town of Simsbury on _____, 2013.

(d) **Termination of Covenants and Restrictions.** The Town and World Skate shall not have the right to terminate the applicability of the Covenants and Restrictions by vote or any other means; provided, however, that the Covenants and Restrictions shall terminate and be of no further force or effect if Big Y or its successors or assigns, after opening for business, shall cease to actively and continuously operate for a period of one year a Food Business on the Big Y Parcel with an indoor sales area equal to or greater than 40,000 square feet and the Food Business sales area therein being not less than 20,000 square feet or if Big Y shall fail to acquire title to the Big Y Parcel prior to the expiration of its purchase agreement to do so, a copy of which has been provided to the Town (a "Cessation Event"). A notice recorded on the Land Records of the Town of Simsbury by the Town, World Skate, their respective successors or assigns, or Big Y, stating that a "Cessation Event" has occurred shall be deemed a release, discharge and termination of the Covenants and Restrictions provided that such notice shall state under penalty of perjury that a copy thereof was served upon an owner of the Big Y Parcel, or portion thereof if such Big Y Parcel has been further divided, and that ninety (90) calendar days have passed since such service was made. If notice is unable to be so served, service may be made upon the Connecticut Secretary of the State in lieu thereof. In addition to the above self-implementing release provision concerning a Cessation Event, Big Y agrees that following a Cessation Event, it shall, upon request of the Town or World Skate, execute and deliver a release and discharge of the Covenants and Restrictions in recordable form although such execution and delivery shall not be deemed a precondition to the effectiveness of the unilateral release provision described above.

9. **Breach; Self-Help.** If any party (the "Defaulting Party") shall fail to perform any obligation of the Defaulting Party under this Agreement for thirty (30) days after written notice of such failure has been given to the Defaulting Party by the other Party (the "Non-Defaulting Party"), the Non-Defaulting Party shall have the right to institute proceedings for full and adequate relief from the consequences of such failure, including, without limitation the right to seek injunctive relief, in addition to any other remedy at law or in equity. In addition, the Non-Defaulting Party shall have the right but not the obligation to perform such obligation unless the Defaulting Party has commenced to cure within such thirty (30) day period and is diligently pursuing said cure through completion. All costs incurred by the Non-Defaulting Party upon such performance shall be paid by the Defaulting Party to the Non-Defaulting Party, together with interest thereon computed at a rate per annum equal to the "prime rate" from time to time as set forth in the "Money Rates" section of The Wall Street Journal. The self-help rights of each Party set forth in this paragraph are in addition to and not in substitution for (and do not limit) the rights to institute proceedings as set forth in this paragraph.

10. **Running with the Land.** The terms of this Agreement and all covenants, restrictions, easements and other rights granted hereunder shall run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

11. **Headings.** The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

12. **Entire Agreement; Termination.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter herein. The Parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect, or terminated except by a writing executed and delivered by the Parties, or any of their respective successors and/or assigns, or with respect to the Covenants and Restrictions only, as set forth in Section 8(d).

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to principals of conflicts of law.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Such counterparts shall constitute but one and the same instrument and shall be binding upon, and shall inure to the benefit of, each of the undersigned individually as fully and completely as if all had signed one instrument.

15. **Incorporation.** The Recitals set forth at the beginning of this Agreement and the Exhibits attached hereto are hereby incorporated in and made a part of this Agreement by this reference.

[The remainder of this page is intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date and year first above written.

WITNESSES:

BIG Y FOODS, INC.

Name:

By: _____
Name:
Its:

Name:

WITNESSES:

TOWN OF SIMSBURY

Name:

By: _____
Name:
Its:

Name:

WITNESSES:

WORLD SKATE, INC.

Name:

By: _____
Name:
Its:

Name:

EXHIBIT A

LEGAL DESCRIPTION OF SKATING CENTER PARCEL

EXHIBIT B

LEGAL DESCRIPTION OF BIG Y PARCEL