

## LEASE AGREEMENT

### STATISTICS SECTION

**THE LEASE AGREEMENT** ("Lease") is made and entered into on the date, between the parties and upon the terms and conditions hereinafter set forth. If any provisions relating to which a blank is to be filled in, is not filled in, shall be inapplicable:

Date of Lease: January 1, 2009

Lessor: Quidnick Reservoir Company, a Rhode Island Corporation

Lessee: Town of Coventry, a municipal corporation

Term of Lease: April 1, 2009 to March 31, 2024

Description of Premises: That certain parcel of land commonly referred to as "Johnson's Pond", as more fully delineated on Schedule A, attached hereto and incorporated herein, specifically excluding herefrom "water flow rights: so-called as more fully described hereafter in the Lease, and that vacant parcel of the land consisting of 80 acres, more or less, as more fully delineated on Schedule A1, attached hereto and incorporated herein. The Pond and the Open Space are sometimes hereinafter referred to collectively as the "Premises"

Purpose: To supervise, monitor, control, manage, establish rules and regulations for the use of, to use and generally to oversee the year round recreational use of the Pond and the Open Space, subject to the right of the Lessor to regulate the level of the water in Johnson's Pond in accordance with the terms hereof.

Annual Rent: The Annual Rent shall consist of two component factors, for the purpose hereof referred to as the Part A Rent and Part B Rent.

The Part A Rent and the Fire District Tax portion of the Part B Rent shall be adjusted annually in accordance with the provisions of this Lease.

Part A Rent: During the first year of the Lease, the Part A Rent shall be \$40,000.00. The Part A rent shall be adjusted and increased annually on each anniversary of this Lease by an increase in the Consumer Price Index ("CPI") as more fully set forth in Section 2 of this Lease.

Part B Rent: The Part B Rent shall be equal to the amount of real property taxes ("Taxes") and fire district taxes ("Fire District Tax") assessed on the parcels listed in Schedule B with the stipulation that the total amount of Fire District Tax to be paid by the Lessee shall be capped at a maximum amount of \$5,000.00 per year for the term of this Lease ("Cap"), which Cap shall be increased by a CPI adjustment an annual basis in the same manner as the Part A Rent in accordance with the terms and conditions described in Paragraph 2 of the Terms and Conditions.

Liability Insurance: Lessee shall maintain in full force and effect during the term of this Lease, general comprehensive public liability insurance naming Lessor as an additional insured party, covering the Lessor and the real estate identified in Schedules A and A1, on such terms and conditions, including the amount of insurance as set forth in Section 6 of this Lease.

Maintenance/Repair Of Damage: Throughout the term hereof, Lessee agrees that it shall be responsible, at its cost, to maintain the Dam, located at the northeasterly end of Johnson's Pond and to perform any minor repairs needed thereto. Lessee shall only perform or cause such other repairs and improvements to the Dam, as it shall determine, in accordance with the terms and conditions set forth in Section 5 of this Lease.

Address of Notice:

Lessor: Quidnick Reservoir Company  
c/o Mr. Joel Westerman, President  
55 Arrowhead Trail  
East Greenwich, RI 02818-1301

Lessee: Town of Coventry  
Mr. Paul K. Sprague, Town Manager  
Town Hall  
1670 Flat River Road  
Coventry, Rhode Island 02816-8911

Water Level: Lessor shall use it's best efforts to maintain the water level of Johnson's Pond in accordance with the "Water Level Table" set forth in Section 7 of this Lease.

## TERMS AND CONDITIONS

### 1. Premises.

Lessor, in consideration of the rents, covenants and agreements to be paid, kept and performed by Lessee as herein provided, hereby demises and leases unto the Lessee, the property described as follows:

**A. The Pond.** That certain pond of water commonly referred to as Johnson's Pond as more fully delineated in Schedule A, attached hereto, specifically excluding here from (i) the right to operate and maintain the control gates ("Control Gates") located at Johnson's Pond and (ii) the right to regulate and maintain the water level of the Johnson's Pond, which rights shall be retained by the Lessor in accordance with the provisions of the Lease.

**B. The Open Space.** The certain parcel of the unimproved land consisting of 80 acres, more or less, as more fully delineated on Schedule A1, attached hereto, Lessee may use the Open Space in a manner consistent with the terms of the Lease, provided, however, Lessor retains the right to terminate the portion of the Lease relating to the Open Space, upon thirty (30) days prior written notice to Lessee. If the portion of the Lease relating to the Open Space is terminated by the Lessor, then the Part B Rent charged hereunder shall be adjusted and reduced prospectively, by an amount equal to the Taxes and Fire District Tax assessed against the Open Space by the Town of Coventry. In the event that the portion of this Lease relating to the Open Space is terminated the portion of the Lease relating to the Ponds shall remain in full force and effect.

### 2. Payment of and Adjustments to the Annual Rent.

**A. Part A Rent.** The Part A Rent, set forth in the statistics of the Lease, subject to and adjusted as set forth in Subparagraph C of this Section, shall be paid in full on April 1, of each year during the term hereof.

**B. Part B Rent.** The Part B Rent shall be paid directly to, in regard to Taxes, to the Town of Coventry, Tax Collector, when and as due; and in regard to the Fire District Tax, to the appropriate fire district taxing authority, when and as due. The parties agree that the Lessee shall pay the Taxes and the Fire District Tax in a timely manner so as to preclude

the accrual of any late charges or penalties. It is further agreed that the Lessee shall be responsible for late charges on Taxes and/or Fire District Tax (in addition to the annual Cap) resulting from late payments by the Lessee.

**C. Annual CPI Adjustment to Part A Rent.** As used in this subsection the following definitions shall apply:

“CPI” shall mean the Consumer’s Price Index, published by the Bureau of Labor – Statistics of the United States Department of Labor based on the United States Cities Average: All Urban Consumers 1983-1984 = 100 (or any successor or substitute index appropriately adjusted).

“Base Period CPI” shall mean the CPI as it existed on January 1, 2009;

“Adjustment Date” shall mean January 1 during the term hereof;

“Adjustment Date CPI” shall mean the CPI as it exists on each Adjustment Date.

The “CPI Adjustment” to the Part A Rent shall be determined in accordance with the following formula:

$$\text{CPI Adjustment} = \frac{\text{Adjustment Date CPI} - \text{Base Period CPI}}{\text{Base Period CPI}} \times \text{Part A Rent}$$

By way of illustration, if Part A Rent is \$25,383.17, and the Base Period CPI is 130, and the Adjustment Rate CPI is 137.8, then the CPI adjustment, or the Increase to Part A Rent for said Lease Year would be \$1,523. Arrived at as follows:

$$\frac{137.8 - 130}{130} \times \$25,383.17 = \$1,523.00$$

Commencing of January 1, 2010, and annually on each Adjustment Date thereafter, the Part A Rent shall increase by the CPI Adjustment determined in the manner set forth above. Lessor shall, within sixty (60) days after each Adjustment Date (or if the CPI for such Adjustment date has not as of such time been established, within thirty (30) days of such publication) send Lessee written notice setting forth the increase in the Part A Rent for the forth coming year as a result of the CPI Adjustment and the calculation of said CPI Adjustment.

**D. Annual CPI Adjustment to the Cap on Fire District Tax Payment.**

The Cap on the amount of the annual Fire District Tax that will be the responsibility of the Lessee to be paid shall be adjusted annually in accordance with and in the same manner as the Part A Rent, substituting in the formula set forth in Subparagraph C above, the Fire District Tax Cap of the preceding year for the Part A Rent.

**E. Definitions.** For purpose of this Paragraph 2 the following definitions shall apply:

(i) "Tax Base Year" shall mean the twelve (12) month period ending on December 30, 2008.

(ii) "Taxes" shall mean all charges, assessments, impositions, liens for public improvements, special charges and/or assessments and/or levied, assessed or imposed by the Town of Coventry, at any time, upon or against thereon, the parcels of land and improvements identified on Schedule B, or taxes in lieu thereof: shall exclude Fire Dist Tax, and shall not include income taxes levied against Lessor with respect to the income derived from the Lease or from taxes assessed against any additional improvements that the Lessor may erect on said real estate.

(iii) "Lease Year" shall mean the twelve (12) month period Beginning April 1 and ending March 31.

(iv) "Fire District Tax" shall mean all charges, assessments and/or impositions imposed by the appropriate fire district authority against the parcels identified on Schedule B, attached hereto and incorporated herein

**F.** The parties agree that the parcel of land known as "Stump Pond" will be removed from the tax roles and that the Lessor shall have no responsibility for Taxes, Fire District Tax or maintenance of Stump Pond. The Lessee will assume this responsibility.

### **3. Use of the Premises.**

The Lessee shall be responsible to monitor, regulate, supervise, establish rules and regulations, police and generally control and oversee the access to and the use of the Ponds and the Open Space for the year round recreational purposes, including, without limiting the generality of the foregoing, the Lessee shall have the right to monitor and determine which recreational activities will be allowed and which recreational activities will not be allowed, provided, however, no permitted recreational use of the Ponds shall include, jeopardize or interfere with the use or operation of the Control Gates, or the Dam at Johnson's Pond; nor will any such use impede, block or interfere in any manner with the flow of water through the Control Gates.

Access to the Dam and the spillway bridge over the Dam shall be limited to the authorized personnel or agents of either Lessor or Lessee, and any other access or use shall be prohibited. Further, access to or use of the Gate Keeper's residence and surrounding yard is restricted to the Gate Keeper and the Lessor.

Lessee shall have the right to establish full uninhibited public access to the Open Space and the Ponds, provided, however, the location of any boat paths and ramps and manners of

ingress and egress for the public access to the Ponds are subject to the approval of Lessor, which approval shall not be unreasonably withheld.

Lessee acknowledges and agrees that it is intended that the Open Space shall remain open and unimproved, and shall be used primarily for walking paths, hiking and nature trails.

**4. User Fess/Charges.**

Lessee, in its discretion, may or may not charge and/or collect admission, user and/or access fees to Johnson's Pond. If Lessee elects to charge any such fees, or fees in nature of admission use and/or access fees (collectively the "Admission Fees"), then the Admission Fees so collected shall be shared, after deducting from the Admission Fees collected, the Annual Rent paid during the year in which the Admission Fees were collected and the reasonable costs and expenses associated with Collecting such Admission Fees, sixty seven (67%) per cent to the Lessee and the thirty three (33%) per cent to the Lessor.

Lessee shall provide Lessor with a written statement, within forty-five (45) days from the end of each calendar year, which statement shall contain an accounting of all Admission Fees collected during the preceding calendar year, the cost and expenses Associated with the collection of such Admission Fees, and, Lessor's share of the same.

Such statement shall be in reasonable detail and shall include any and all supporting invoices and schedules. Lessor's share of the Admission Fees, if any, shall accompany the statement. Lessor shall have the right upon prior notice to review the books and records of the Lessee associated with any such Admission Fees and the statement provided to Lessor pursuant of the terms hereof.

**5. Maintenance and Repair of Dam.**

Lessee shall be responsible during the term of the Lease at its expense, to maintain the dam (the "Dam") (located at Johnson's Pond) and the spillway bridge located on the Dam, and if necessary, perform or cause to be performed minor repairs there to; including, without limiting the generality of the foregoing, the (i) annual cutting and clearing away of the brush and growth from, in front of and around the Dam and the Control Gates, and (ii) to replace and fill with soil any damage done by erosion, and (iii) when necessary, the repointing of the granite blocks.

Neither the Lessor or the Lessee shall be responsible to make or perform major repairs or capital improvements to the Dam or spillway bridge. If the Dam or spillway bridge shall be in need of major repairs or capitol improvements, then the parties agree to meet, as soon as possible, to discuss the nature of the repairs or improvements needed and the costs associated therewith. If the parties can agree, both as to the nature of the repairs or improvements needed and the sharing of the costs associated therewith, then this lease shall remain in full force and effect, and the parties shall cause the agreed upon repairs or improvements to be made and each shall pay its agreed upon share of the costs. If the parties cannot agree either as to the nature of the repairs or improvements needed or the sharing of the costs associated therewith, then, in such event, the Lessor shall have the option to either (i) make any such repairs or improvements at its

cost and expense, in which event the Lease shall remain in full force and effect, or (ii) to terminate the Lease. If the Lessor determines to terminate the Lease, then the Annual Rent for the year of termination shall be pro rated and the Lessee shall pay its pro rated share. Thereafter, Lessor and Lessee agree that the provisions of that certain agreement, dated October 4, 1982, a copy of which is attached hereto as Exhibit 1, and such other agreements between Lessor and Lessee regarding the water level elevations, the maintenance and repair of the Dam and surrounding areas for Johnson's Pond shall be reinstated, provided, however, with the understanding, that the Lessee shall continue to maintain the Dam and the spillway bridge and that the Lessor shall be allowed to lower the level of the water at Johnson's Pond (in accordance with any applicable order, directive, instruction, rule or regulations of any federal, state or local agency having jurisdiction over the dams and dam safety) to a level that insures the integrity and safety of the Dam.

Nothing set forth herein shall require or impose any obligation on the Lessor or the Lessee to make, cause to be made, participate in, or share in the costs of any major repair(s) and/or capital improvements to the Dam.

In the event that the Lessee fails to perform its required maintenance of the Dam and/or the spillway bridge, then Lessor may, (without imposing any obligations to do so), after ten (10) days prior to written notice to Lessee, perform the same for the account of Lessee, and any reasonable monies paid by the Lessor for such purpose shall be deemed to be additional rent due hereunder and shall be payable forthwith be Lessee upon rendition of an invoice therefore.

Lessee agrees that it will cut and clear away the brush and growth from and around the Dam and Control Gates each year during the period after the initial frost and prior to the end of March.

## **6. Indemnity and Public liability Insurance**

**A.** Lessee agrees to indemnify and save Lessor harmless from and against all claims of whatever nature arising out of or resulting from any and all recreational or other use of the Premises by Lessee, or Lessee's contractors, licensees, invitees, customer, quests, residents, permitted users, agents, servants or employees, or from any act, omission, negligence and/or failure to adequately supervise or monitor the recreational use of the Premises by Lessee, or arising from any accident, injury or damage whatsoever relating to bodily injury or property damage occurring during the term hereof relating to Lessee's use of the supervision of the Premises, or arising from any accident, injury or damage occurrence outside the Premises, where such accident, damage or injury results from an act or omission on the part of Lessee or Lessee's licensees, invitees, customers, agents, servants or employees, except to the extent the same results from the negligence or willful act or omission of Lessor. This indemnity and hold-harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceedings brought thereon, and the defense thereof.

**B.** Lessee agrees to maintain in full force at all times during the term hereof a policy of comprehensive general liability insurance (including personal injury) under which



Lessor (and such other persons as are in privity of estate with Lessor as may be set out in notice from time to time) and Lessee are named as insureds, and under which the insurer agrees to indemnify and hold Lessor, and those in privity of estate with Lessor, harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages mentioned in section 6A above. Each such policy shall be non-cancelable with respect to Lessor and Lessor's said designees without ten (10) days prior written notice to Lessor, and a duplicate original or certificate thereof shall be delivered to Lessor at any time or from time to time upon Lessor's request. The limits of such insurance shall be maximum amount of comprehensive general liability insurance maintained by the Lessee from time to time during the Term of the Lease.

C. Lessor agrees to indemnify and hold Lessee harmless from and against any claim whatever nature arising out of or resulting from any flooding caused by the flow of water from and through the Control Gates into the Pawtuxet River. This indemnity and hold-harmless agreement shall include indemnity against all costs expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, excluding herefrom, any claim, cost, expense or liability caused by the Lessee's negligence or failure to maintain the Dam in accordance with the provisions of this Lease.

## **7. Water Level / Control Gates**

### **A. Johnson's Pond.**

Lessor shall maintain and control, subject to the provisions of this Lease, the level of water elevation in Johnson's Pond, and shall have exclusive right to maintain, operate and monitor the Control Gates that regulate the flow of water from Johnson's Pond into the Pawtuxet River. Lessor represents and Lessee acknowledges that Lessor is a corporation existing under the laws of the state of Rhode Island and was organized for the purpose of erecting and establishing dams and reservoirs for the retention and preservation of the waters of the Pawtuxet River and its branches, to provide a controlled flow of the water from such reservoir for the benefit and use by its members downstream. In furtherance of its corporate purpose, Lessor created Johnson's Pond.

Throughout the years, the water level of Johnson's Pond has been regulated by the Lessor to provide a controlled flow of water in the Pawtuxet River and its branches for the use and benefit of its members. Lessee acknowledges and agrees that the primary purpose of Johnson's Pond is to provide a controlled flow of water into the Pawtuxet River and its branches for the use and benefit of the downstream members of Lessor.

Notwithstanding the foregoing, Lessor agrees that it will endeavor to maintain the water level elevation at Johnson's Pond by regulating the Control Gates for use by Lessee in accordance with the provisions of the Lease and in accordance with the "Water Level Table" set forth below.

### Water Level Table

#### Time Period

#### Water Level Elevation and Streamflows

April 1 – April 30

Provided that a minimum streamflow of 215 cubic feet per second (“CFS”) is maintained, Lessor shall regulate the Control Gates to gradually raise the water level elevation of Johnson’s Pond to twelve (12”) below spillway level. If streamflow cannot be maintained at 215 CFS, the Lessor shall use its best efforts to regulate Control Gates to lower the water level elevation until 215 CFS is attained, provided however, if water level elevation is lower the 24 inches below spillway level (ie 25 inches, 26 inches etc) Lessor shall regulate Control Gates to reduce the streamflow to 100 CFS until water elevation reaches 24 inches or less below spillway level (is 24 inches, 23 inches etc.)

May 1 – May 31

Provided that a minimum streamflow of 150 CFS is maintained, Lessor shall regulate the Control Gates to raise the water level elevation to spillway level. If streamflow cannot be maintained at 150 CFS, the Lessor shall use its best effort to regulate Control Gates to lower the water level elevation until 150 CFS is attained: provided, however, if water level elevation is lower then twelve inches below spillway level (ie 13 inches, 14 inches etc.) the Lessor shall use its best efforts to regulate Control Gates to reduce streamflow to 60 CFS until water level reaches 12 inches or less below spillway level.

June 1 – September 30

Lessor will use its best efforts to maintain water level elevation at spillway level. If the water level elevation is less then spillway level, then Lessor shall use its best efforts to adjust Control Gates to reduce streamflow to 40 CFS.

October 1 – October 31

Provided that a minimum streamflow of 64 CFS is maintained, Lessor shall regulate Control Gates to maintain water level elevation between spillway level and twelve inches, below spillway level. If streamflow cannot be maintained at 64 CFS, then lessor shall use its best efforts to adjust the Control Gates to lower the water level elevation until 64 CFS is attained, provided, however, if water level elevation is lower than 36 inches below spillway (is 37 inches, 38 inches etc.) then Lessor shall use its best efforts to adjust Control Gates to reduce streamflow

to 40 CFS until water level elevation reaches 36 inches or less below spillway level (ie. 35 inches, 34 inches etc.)

November 1 – November 31 Lessor will use its best efforts to maintain water level Elevation at between 30 to 36 inches below spillway level. If water level elevation is lower 36 inches below spillway level (ie. 37 inches, 38 inches) then Lessor shall use its best efforts to adjust Control Gates to reduce streamflow to 64 CFS until water elevation rises to 36 inches or less below spill way level (ie. 35 inches, 34 inches, etc.)

December 31 –March 31 Lessor will use its best efforts to maintain water level elevation between spillway level and 48 inches below spillway level. If water level elevation falls below 42 inches below spillway, the Lessor shall use its best efforts to adjust Control Gates to reduce streamflow to 40 CFS until water level elevation rises to 42 inches below spillway.

Notwithstanding the foregoing, the obligations of the Lessor set forth in this Section 7 are conditioned upon the Lessee's compliance with its obligations to cut and clear away the brush and growth from and around the Dam and Control Gates as required pursuant to Section 5 of this Lease.

**B. Water Flowage.** Whenever herein reference is made to "streamflow", the parties agree that the streamflow shall be measured in CFS and such measurement shall be taken at the United States Geological Survey Gauging located at the South Branch of the Pawtuxet River at Washington, Rhode Island and Wood River Junction (the "Gauging Station"). The streamflow shall be measured periodically by the Lessor, but no less than once a week, during the periods when the Lessor is required, to either maintain a minimum streamflow, pursuant to the terms hereof. The parties agree that whenever in accordance with the terms hereof the streamflow is to be measured at the Gauging Station, the method of gauging the streamflow set forth on Schedule C, attached hereto and incorporated herewith, shall be used.

**The parties acknowledge and agree, that due to varying conditions, the actual streamflow may, from day to day, be higher than or less than the required streamflow requirements. Lessor will use its best efforts to adjust the Control Gates to maintain on an average, the streamflow requirement set forth above. The parties agree that the Gauging Station will be the sole measurement standard for streamflow and the actual mechanical position of the control gates is not relevant. The parties further agree that the Lessor will use as a daily guide to streamflow requirements the "real time on-line" Water Data for USGS01116000 to adjust the control gates to minimize deviations from water levels set forth above.**

**C. Flushing of Johnson's Pond.** Notwithstanding the water level elevation and streamflow requirements set forth above in the Water Level Table, the parties agree that it is in

the best interest of both Lessor and Lessee to have Lessor, at any time during the period December 1 through March 31 during the term hereof, to lower the water level elevation of Johnson's Pond to 50 inches below spillway level for a period not to exceed fourteen (14) days for the purpose of flushing the pond and devegetating growth / subject to possible modifications referenced in Section 22.

**8. Communication and Administration Contacts**

Each party agrees to provide a communications contact person who will represent that party and assume responsibility for the conformance of that party's obligations stated herein. Each contact person will provide notice to all other parties of any deviation (planned or otherwise) to the terms of this lease. The Lessee shall, subject to the Lessee's approval and removal, appoint as its contact person a designated representative of the Johnson's Pond Civic Association. Examples of such deviations are water levels or downstream flow rates contrary to Section 7, inability or failure to cut brush, repair erosion ruts, or maintenance to the dam per Section 5.

Each party agrees to assign their respective contact person the responsibility to supervise and avoid such deviations to the maximum extent practical. Each party will use the other party's respective contact person to inform, protest, or question perceived deviations from the terms of the Lease. The parties agree that these contact persons will conference with the gatekeeper during the last ten days of each month regarding current pond level and water level management for the upcoming month.

**9. Condemnation.** If the whole or any material part of the Premises or any material interest therein, including without limitation, Lessor's water rights or flow of water into Johnson's Pond, shall be taken, diverted or condemned by any competent authority for any public or quasi-public use or purpose, the term of this Lease shall cease and terminate on the date when the possession of the part or interest so taken shall be required for such use or purpose or on the date of such taking of Condemnation (at Lessor's option) and without apportionment of the award, it being agreed that Lessor shall be entitled to the entire amount of the award.

**10. Force Majeure.**

**The parties acknowledge that Lessor's obligation to maintain the water level elevation at Johnson's Pond within the parameters of the Water Level Table hereinbefore set forth, are subject to conditions of nature and man-made that are outside of Lessor, including, without limitation, weather conditions, hurricanes, storms, droughts, acts of God, fire or other damage to the Dams, the Control Gates, impedance of the water flowing into Johnson's Pond for whatever reason, or environmental/chemical spills. In any such event, the performance, fulfillment or observance by Lessor shall, until such event has abated or otherwise be rectified, be forgiven or delayed, as the case may be.**

**A. Flooding.** If, as a result of a hurricane or other storm of like magnitude, or the likely occurrence of the same, or upon the occurrence or likely occurrence of a succession of storms, the Lessor reasonably determines, in order to prevent flooding, that it must lower the

level of water in Johnson's Pond, then the Lessor may do so, without being in breach of or violating of this Lease. The Lessor shall use its best efforts after the flooding or threat thereof subsided, to raise the water level of Johnson's Pond in accordance with the Water Level Table provisions set forth in Section 7.

**B. Fire/Environmental/Governmental.** Further, Lessor retains the right to Open the Control Gates to reduce the water level of Johnson's Pond, as a result of emergency situation such as a fire, chemical and/or environmental spill or government intervention or regulation.

**11. Defaults of Lessee and Remedies of Lessor.**

In case of failure on the part of Lessee to pay the Annual Rent of any additional rent and/or other charges herein provided within thirty (30) days when the same shall become due and payable (and it shall not be required that any demand shall be made for the same): or in the case Lessee shall neglect or fail to perform or observe any other covenants, terms or conditions imposed upon Lessee by this Lease and fail to remedy and/or remove said breach, within ten (10) days of the receipt of notice thereof from Lessor (if said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said then (10) day period and if Lessee shall not have diligently commenced curing such default within said then (10) day period and shall not thereafter, with reasonable diligence and in good faith, proceed to remedy or cure such default), or in the event the Lessee makes an Assignment for the benefit of Creditors, or a petition is filed by or against Lessee to adjudicate it a Bankrupt or a Debtor; or a plan of Reorganization, Arrangement or similar petition or proceeding be filed by or against Lessee under any chapter or provision of the bankruptcy Act; or in the event a Receiver is appointed over the assets of Lessee or Lessee's leasehold interest shall be attached or levied upon, and such Receivership, Attachment, or Levy is not vacated and/or removed within thirty (30) days thereafter: then any of the above cases, it shall be lawful for Lessor thereupon, or any time thereafter at its option, and notwithstanding any waiver of any prior breach of any covenant, term or condition, to enter into and upon Premises or any part thereof in the name of the whole, by force or otherwise, and repossess the same as of its former estate, and to expel Lessee and those claiming by, through or under it, without being guilty of any manner of trespass (or Lessor may send written notice to Lessee of the termination of this Lease), and upon entry as aforesaid (or in the event that Lessor shall send to Lessee notice of termination as above provided, on the fifth (5) day next following the date of the sending of the notice), the term of this Lease shall terminate, provided that Lessor shall not be deemed to have accepted a surrender thereof. In any such event, Lessee shall indemnify and hold harmless Lessor against all loss of rent or other payments due hereunder or which Lessor may suffer by reason of such termination, including damages for anticipatory breach.

**12. Lessor's Right to Pay Money to Effect Performance.**

If Lessee, at any time or from time to time, shall fail to perform any of the covenants, terms and conditions in this Lease contained to be performed on the part of Lessee, Lessor may immediately, if necessary, without notice, perform the same for the account of Lessee, and any

monies paid by Lessor for such purposes shall be deemed to be additional rent due hereunder and shall be payable forthwith to Lessor upon rendition of an invoice therefor. If such work is not required to be done immediately, Lessor shall give Lessee notice, and if said work is not performed or begun within ten (10) days' of said notice, Lessor may perform the same for the account of Lessee.

**13. No Waiver.**

The failure of Lessor to seek redress for violation of or to insist upon the strict Performance of any covenant, term or condition of this Lease or any of the rules and regulations established by Lessor under the provisions of this Lease, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Lessor of rent, with knowledge of the breach of any such covenant, term or condition, rule or regulation, shall not be deemed a waiver of such breach and no provision of this Lease shall be deemed to have been waived by Lessor unless such waiver be in writing signed by Lessor. No act or thing done by Lessor, its servants and agents, during the term of this Lease shall constitute an eviction by Lessor, nor shall it be deemed an acceptance of a surrender of said Premises, and no agreement to accept such surrender shall be valid unless in writing, signed by Lessor. The various rights, powers and remedies of Lessor herein contained shall not be considered as exclusive, but shall be considered to any of the rights, powers and remedies now or hereafter existing at law, in equity, by statute or by contract between said parties.

**14. Assignment.**

It is specifically agreed by Lessee that Lessee shall not be allowed to assign, mortgage, pledge, or otherwise encumber this Lease or its interest herein, or sublet the whole or any part of the Premises.

**15. Alterations.**

Lessee shall not make, nor shall it authorize any of its invitees, guests, licensees, agents or any other party acting on behalf of or through Lessee, to alter the Pond, or to erect or construct any improvements thereon, without, in each instance, the written consent of Lessor. Further, Lessee shall not, nor shall anyone acting by or through Lessee, alter, erect or construct any improvements upon the whole or any part of the Open Space, without, in each instance, the written consent of the Lessor, which consent may be granted or withheld in the sole discretion of the Lessor.

**16. Access.**

Throughout the terms hereof, Lessor shall have right of access to the Pond and the Open Space for the purpose of inspecting the same, to maintain and operate the Control Gates, and/or to make or facilitate any repairs or alterations to the Control Gates, and/or the Dam. Notwithstanding the foregoing, there is no obligation set forth in this Lease on the Lessor to repair, improvement or make any alterations to the Dam.

**17. Notice of Default to Lessor.**

In no event will Lessor be deemed to be in default because of any failure by Lessor to perform, fulfill or observe any covenant or agreement by Lessor set forth herein, because of any breach of any warranty by Lessor set forth herein, for ten (10) days after written notice to Lessor specifying such failure or breach without being waived, or if its cured, or if the cure thereof is commenced and diligently prosecuted thereafter.

**18. Subordination.**

This Lease is subject and subordinate to all mortgages which may now or hereafter affect the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument or subordination shall be required by any mortgagee. In confirmation of such subordination, Lessee shall execute promptly any certificate that Lessor may request. Lessee hereby constitutes and appoints Lessor as lessee's attorney-in-fact to execute any such certificate or certificates for and on behalf of Lessee. If, in connection with obtaining financing a banking, insurance or other recognized institutional lender shall request modifications in this Lease as a condition to such financing, Lessee will not unreasonably withhold, delay or defer its consent thereto, provided that such modifications do not increase the obligations of Lessee hereunder or materially and adversely affect the use of Premises or the Water Level Table set forth in Section 7 hereof.

**19. Notice.**

All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid, or by facsimile, to the parties at their address set forth in the Statistical Section of this Lease, or at such other address and/or addresses either party may designate in writing to the other in compliance with the provisions hereof.

**20. Parties and Definitions.**

The terms "Lessor" and "Lessee", wherever used in this Lease, shall include the successors and assigns of said parties, and if either of said parties shall not be a corporation, said term shall include the heirs, executors, administrators and assigns of said party wherever the context requires or permits of such construction, and all of the covenants, terms and conditions herein contained shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of said parties in the same manner as if they were expressly mentioned. The term "Lessor", as used in this Lease, means only the owner for the time being of the land in which said Premises are located, so that in the event of any sale of land, Lessor shall be and is hereby entirely freed from and relieved all of covenants and obligations of Lessor hereunder, it being understood and agreed that the purchaser has assumed and agreed to carry out any and all obligations of Lessor hereunder.

**21. Previous Agreements/Entire Agreement.**

This lease incorporates and sets forth the entire agreement between the parties hereto regarding the subject matter hereof. The parties agree that any prior written agreement between the parties hereto, not inconsistent with the terms and provisions of this Lease shall remain in full force and effect.

**22. Amendments/Modifications.**

This Lease may only be modified or amended in writing, signed and acknowledged by both parties hereto. The parties acknowledge and agree that the streamflow rates listed in Section 7 may be modified (not inconsistent with governing authorities and with the approval of governing authorities, if applicable) as a result of numerous environmental water quality and invasive species studies currently being undertaken by the waterfront residents of Johnson's Pond. (Johnson's Pond Civic Association) Such modifications may include defined water draw down duration periods, draw down rates, and draw down levels for both weed control and invasive species control. The possible reduction of minimum streamflow requirements is currently being investigated and (not inconsistent with governing authorities and with the approval of governing authorities, if applicable) could result in a modification to the minimum CFS rates listed in the water level table stated in Section 7.

**23. Construction.**

This Lease has been made, executed and delivered in, and shall be construed under the Laws of the State of Rhode Island.



**In Witness Whereof**, the parties have executed this lease in the date set opposite their signature.

In the presence of

*Chesford*

Quidnick Reservoir Company

By: *Joel Westerman*

*Chesford*

Town of Coventry

By: *Amelia*

**Schedule and Exhibit Index**

**Schedules**

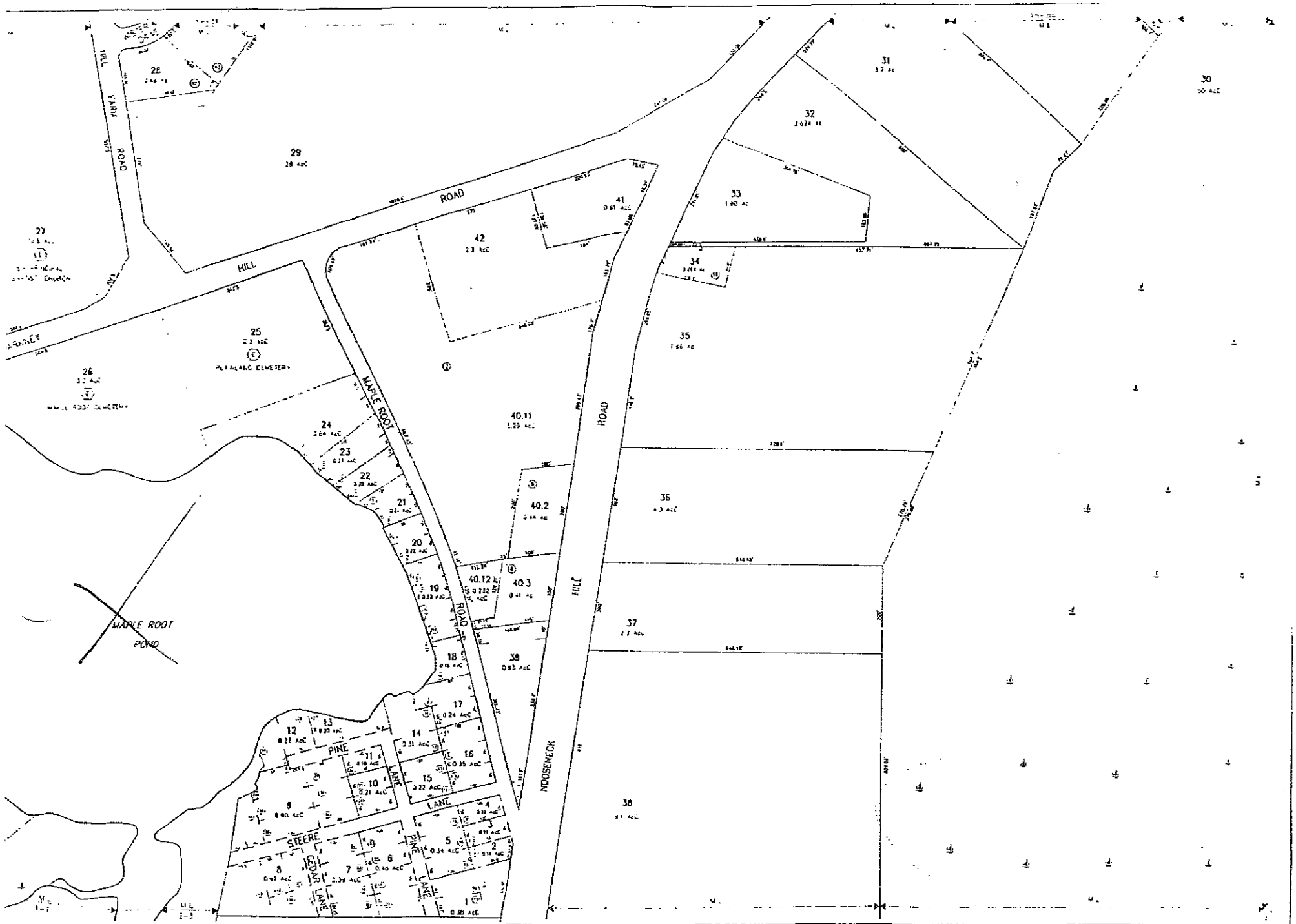
<b>Schedule A</b>	<b>Description of Johnson's Pond</b>
<b>Schedule A1</b>	<b>Description of Open Space</b>
<b>Schedule B</b>	<b>Parcels Subject to Tax Adjustment</b>
<b>Schedule C</b>	<b>Method of Gauging Water Flow</b>

**Exhibits**

<b>Exhibit 1</b>	<b>October 1982 Agreement</b>
------------------	-------------------------------

**SCHEDULE A**  
**DESCRIPTION OF JOHNSON'S POND**

See attached copy of map.



ASSESSMENT PURPOSES IT IS NOT VALID  
 ON OR COMETHANCE  
 U.S. DE RHODE ISLAND STATE  
 TERN  
 MARCH 22 1966

PRODUCED BY  
**CARTOGRAPHIC ASSOCIATES, INC.**  
 MUNICIPAL MAPPING CONSULTANTS

LEGEND  
 AREA CALCULATED  
 AREA SURVEYED  
 DIMENSION DIMENSIONED  
 EXCEPT PROPERTY  
 WATER

RECORD DIMENSION  
 RIGHT OF WAY  
 SCALED DIMENSION  
 SUBDIVISION LOT

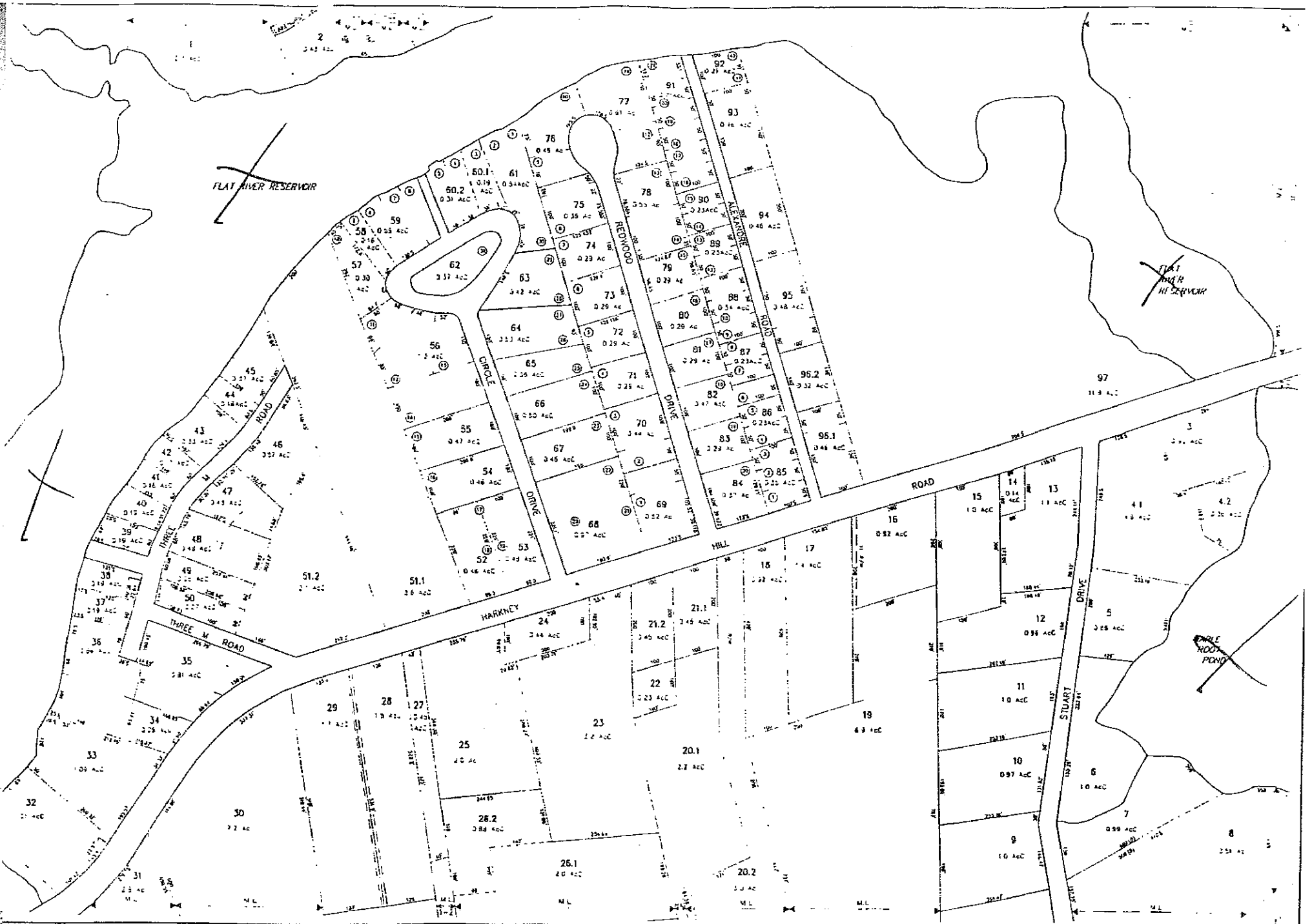
1" = 100'  
 1" = 200'  
 1" = 400'

SCALE 1" = 100'  
 FEET 0 100 200 300  
 METERS 0 30 60 90  
 REVISIONS TO

PROPERTY MAPS  
**COVENTRY**  
 RHODE ISLAND

INDEX DIAGRAM

MAP NO  
**10**



ASSESSMENT PURPOSES - IT IS NOT VALID FOR ANY OTHER CONVEYANCE  
 LAW OF THE RHODE ISLAND STATE SYSTEM  
 MARCH 30 1962  
 MAY 25 1968

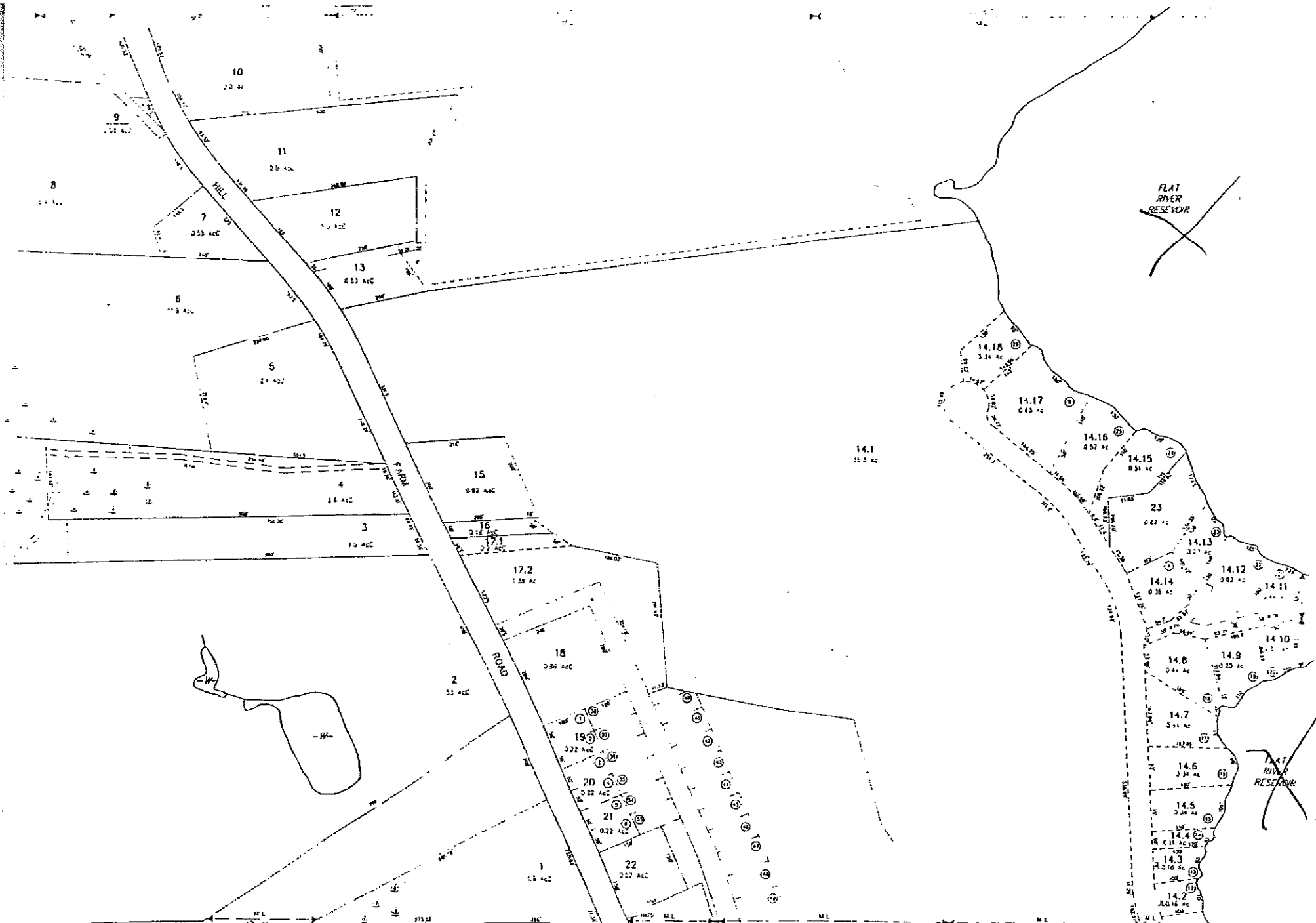
PRODUCED BY  
**CARTOGRAPHIC ASSOCIATES, INC.**  
 MUNICIPAL MAPPING CONSULTANTS  
 P.O. BOX 257, STURTON, RI 02884

LEGEND  
 AREA CALCULATED FROM DIMENSIONS  
 AREA SURVEYED COMMON DIMENSIONS  
 CROWN PROPERTY  
 WATER - WIND - ASSESSED

SCALE 1" = 100'  
 FEET 0 100 200  
 METERS 0 30 60  
 REVISIONS TO

PROPERTY MAPS  
**COVENTRY**  
 RHODE ISLAND

INDEX DIAGRAM  
 272 17 18  
 506 11 10  
 MAP NO. **9**



ASSESSMENT PURPOSES IT IS NOT VALID FOR CONVEYANCE  
 IS THE RHODE ISLAND STATE SYSTEM  
 MARCH 30 1988  
 JULY 25 1988

PRODUCED BY  
**CARTOGRAPHIC ASSOCIATES, INC.**  
 MUNICIPAL MAPPING CONSULTANTS  
 P.O. BOX 267 LITTLETON, NH 03561

**LEGEND**  
 AREA CALCULATED ACC  
 AREA SURVEYED AS  
 COMMON OWNERSHIP CR  
 EASEMENT OR EASE  
 EASEMENT PROPERTY  
 WATER LINE  
 METERS

REC'D DIMENSION 100  
 RIGHT OF WAY 1/2  
 SCALED DIMENSION 100'S  
 SUBDIVISION LOT NO  
 WETLANDS

SCALE 1" = 100'  
 FEET 0 100 200  
 METERS 0 30.48 60.96 91.44  
 REMEAS TO

PROPERTY MAPS  
**COVENTRY**  
 RHODE ISLAND

INDEX DIAGRAM  
 25

MAP NO  
**25**



SALES PURPOSES IF IS NOT VALID  
 OR COVENANCE  
 THE RHODE ISLAND STATE  
 MARCH 30, 1986  
 MAY 22, 1986

PRODUCED BY  
**CARTOGRAPHIC ASSOCIATES, INC.**  
 MUNICIPAL MAPPING CONSULTANTS  
 P.O. BOX 267 LITTLETON, NH 03561

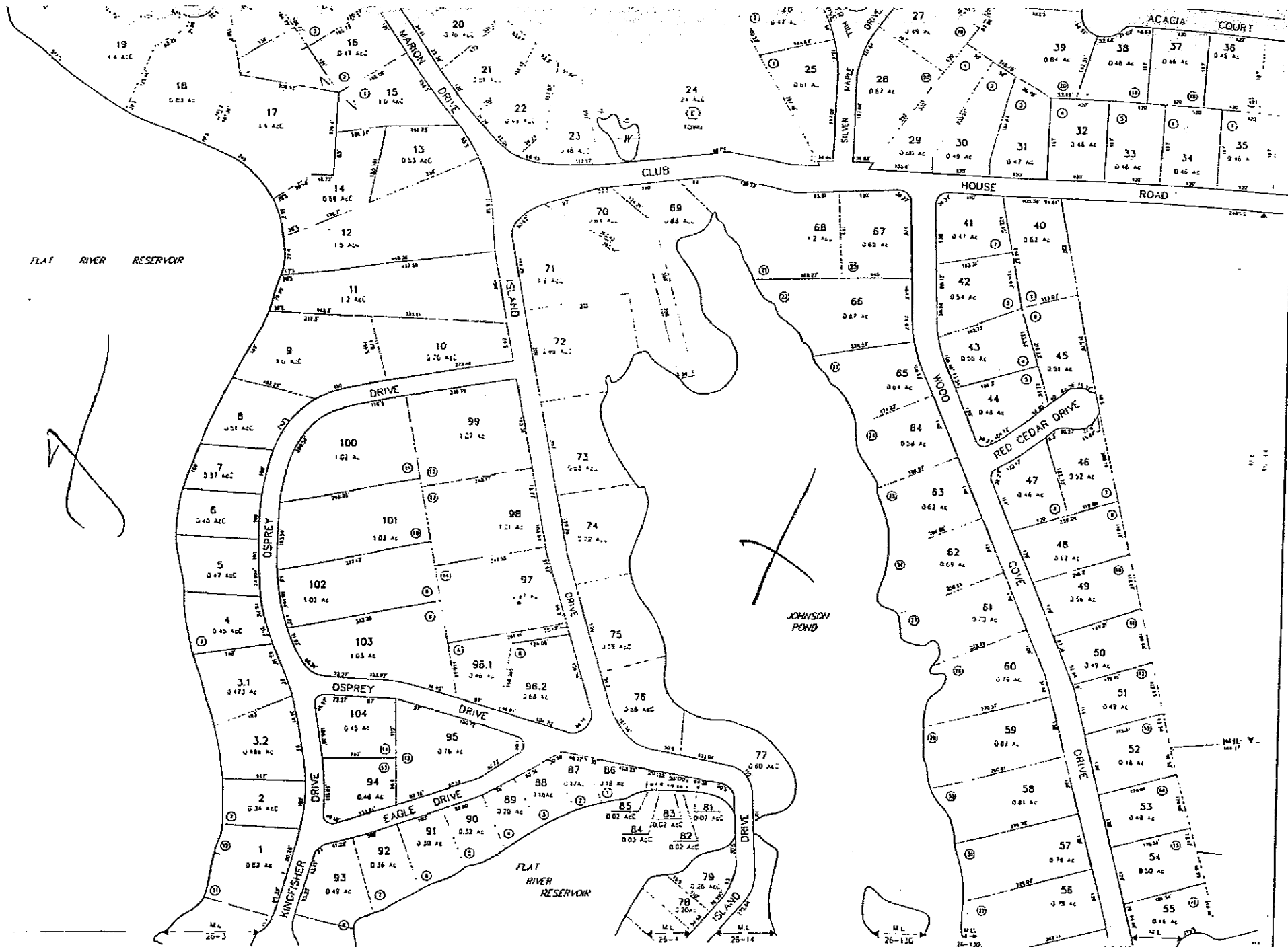
**LEGEND**  
 AREA CALCULATED FROM SURVEYED DATA  
 COMMON DIMENSION  
 EXAMPT. REQUEST  
 RECORD DIMENSION  
 POINT OF WAY  
 SCHEDULE DIMENSION  
 SUBDIVISION LOT

**SCALE 1" = 100'**  
 FEET 0 100 200 300  
 METERS 0 30 60 90  
 REVISED

PROPERTY MAPS  
**COVENTRY**  
 RHODE ISLAND

INDEX DIAGRAM  
 318 319 320  
 321 322 323  
 324 325 326

MAP NO.  
**33**



SIGHT PURPOSES IT IS NOT VALID  
 OR CONVEYANCE  
 IN THE RHODE ISLAND STATE  
 MARCH 30, 1985  
 JULY 27, 1985

PRODUCED BY  
**CARTOGRAPHIC ASSOCIATES, INC.**  
 MUNICIPAL MAPPING CONSULTANTS  
 P.O. BOX 267 JEFFERSON, RI 02857

**LEGEND**  
 AREA CALCULATED FROM SURVEYED COMMON OWNERSHIP EXCEPT WHERE SHOWN OTHERWISE  
 RECORD OWNERSHIP RIGHT OR MAY SCALE DIMENSIONAL SUBDIVISION  
 MATCH LINE

SCALE 1" = 100'  
 FEET 0 100 200  
 METERS 0 30.48 60.96 91.44  
 REVISION TO JOURNAL

PROPERTY MAPS  
**COVENTRY**  
 RHODE ISLAND

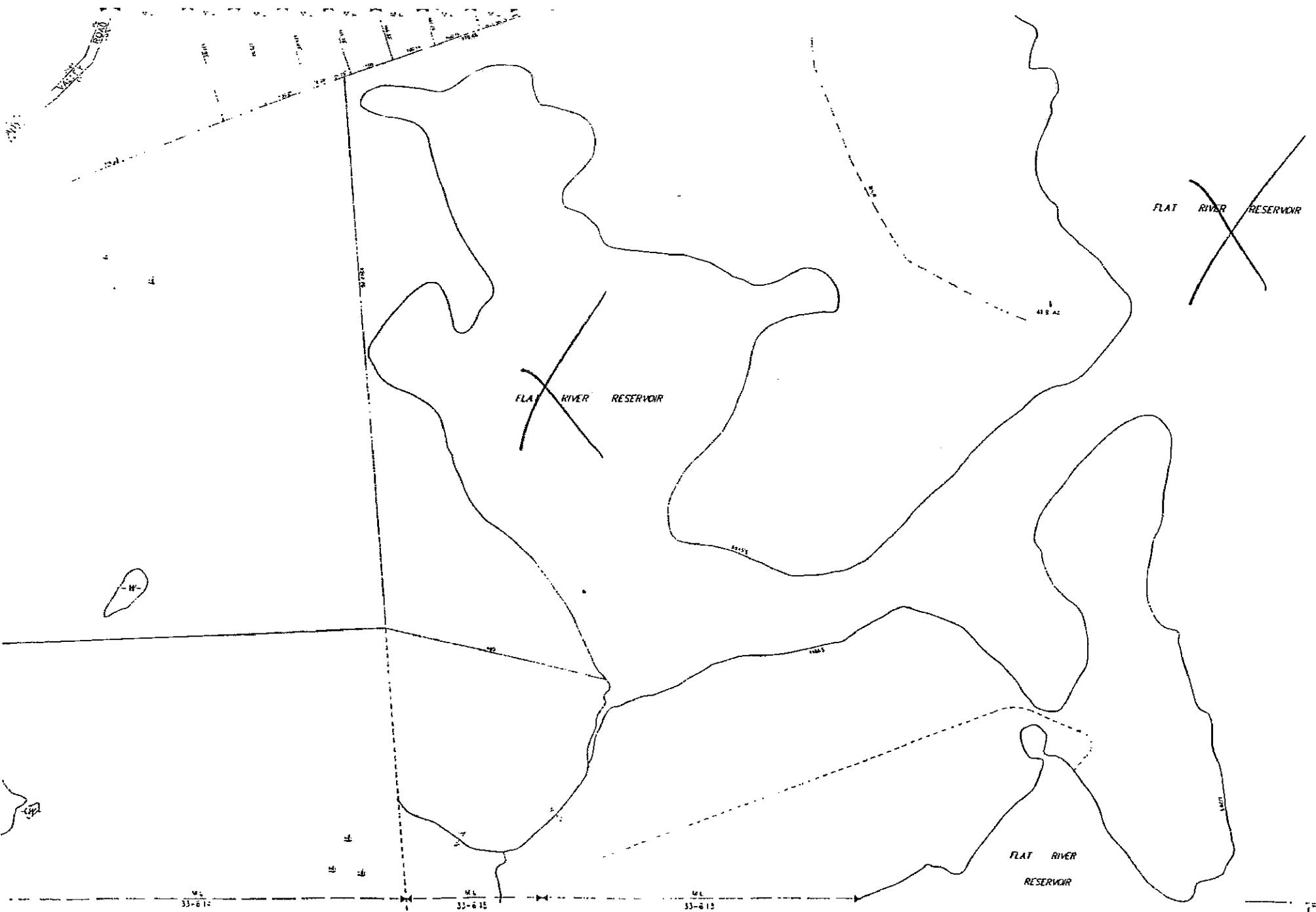
NO PARCEL 80  
 INDEX DIAGRAM  
 33 35  
 35 37  
 MAP NO  
**34**



FLAT RIVER RESERVOIR



<p>ASSESSMENT PURPOSES IF IS NOT VALID          EVIDENCE OF CONVEYANCE          THIS IS THE RHODE ISLAND STATE          SYSTEM          MARCH 20 1988          1988</p>	<p>PRODUCED BY  <b>CARTOGRAPHIC ASSOCIATES, INC.</b>          MUNICIPAL MAPPING CONSULTANTS          P.O. BOX 257, WESTON, MA 02458</p>	<p>LEGEND</p> <table border="0"> <tr> <td>LINE - CALCULATE</td> <td>2-2</td> <td>RESERVE DIMENSION</td> <td>100</td> </tr> <tr> <td>AREA - SURVEY</td> <td>2-2</td> <td>HIGHWAY</td> <td>2-2</td> </tr> <tr> <td>DIAGONAL - SURVEY</td> <td>2-2</td> <td>SCALED DIMENSION</td> <td>100%</td> </tr> <tr> <td>BOUNDARY - PROPERTY</td> <td>2-2</td> <td>SLUGGED</td> <td>2-2</td> </tr> </table>	LINE - CALCULATE	2-2	RESERVE DIMENSION	100	AREA - SURVEY	2-2	HIGHWAY	2-2	DIAGONAL - SURVEY	2-2	SCALED DIMENSION	100%	BOUNDARY - PROPERTY	2-2	SLUGGED	2-2	<p>SCALE 1" = 100'</p> <p>REPRODUCED BY JENCO</p>	<p>PROPERTY MAPS  <b>COVENTRY</b>          RHODE ISLAND</p>	<p>INDEX DIAGRAM</p>	<p>MAP NO.  <b>26</b></p>
LINE - CALCULATE	2-2	RESERVE DIMENSION	100																			
AREA - SURVEY	2-2	HIGHWAY	2-2																			
DIAGONAL - SURVEY	2-2	SCALED DIMENSION	100%																			
BOUNDARY - PROPERTY	2-2	SLUGGED	2-2																			



1. ASSESSMENT PURPOSES ONLY. NOT VALID FOR EASEMENT OR CONVEYANCE.  
 2. DRAWN TO THE RHODE ISLAND STATE SYSTEM.  
 3. MARCH 22, 1952.  
 4. 1952

PRODUCED BY  
**CARTOGRAPHIC ASSOCIATES, INC.**  
 MUNICIPAL MAPPING CONSULTANTS  
 P.O. BOX 267, LITTLETON, CO. 80121

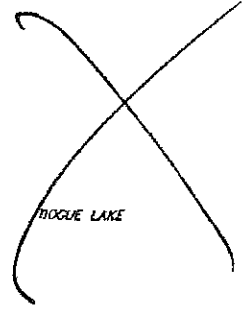
**LEGEND**  
 AREA CALCULATED  
 AREA SURVEYED  
 COMMON OWNERSHIP  
 EXCEPT PROPERTY  
 WATER - THE  
 WATER

SCALE 1" = 100'  
 FEET 0 100 200 300  
 METERS 0 30 60 90  
 REPRODUCED TO ORDER

PROPERTY MAPS  
**COVENTRY**  
 RHODE ISLAND

INDEX DIAGRAM  
 314 1481 20  
 314 1501 42  
 3121 221 34

MAP NO  
**41**



NOT VALID FOR PURPOSES OF CONVEYANCE  
RHODE ISLAND STATE  
CH 30 1925  
25 1925

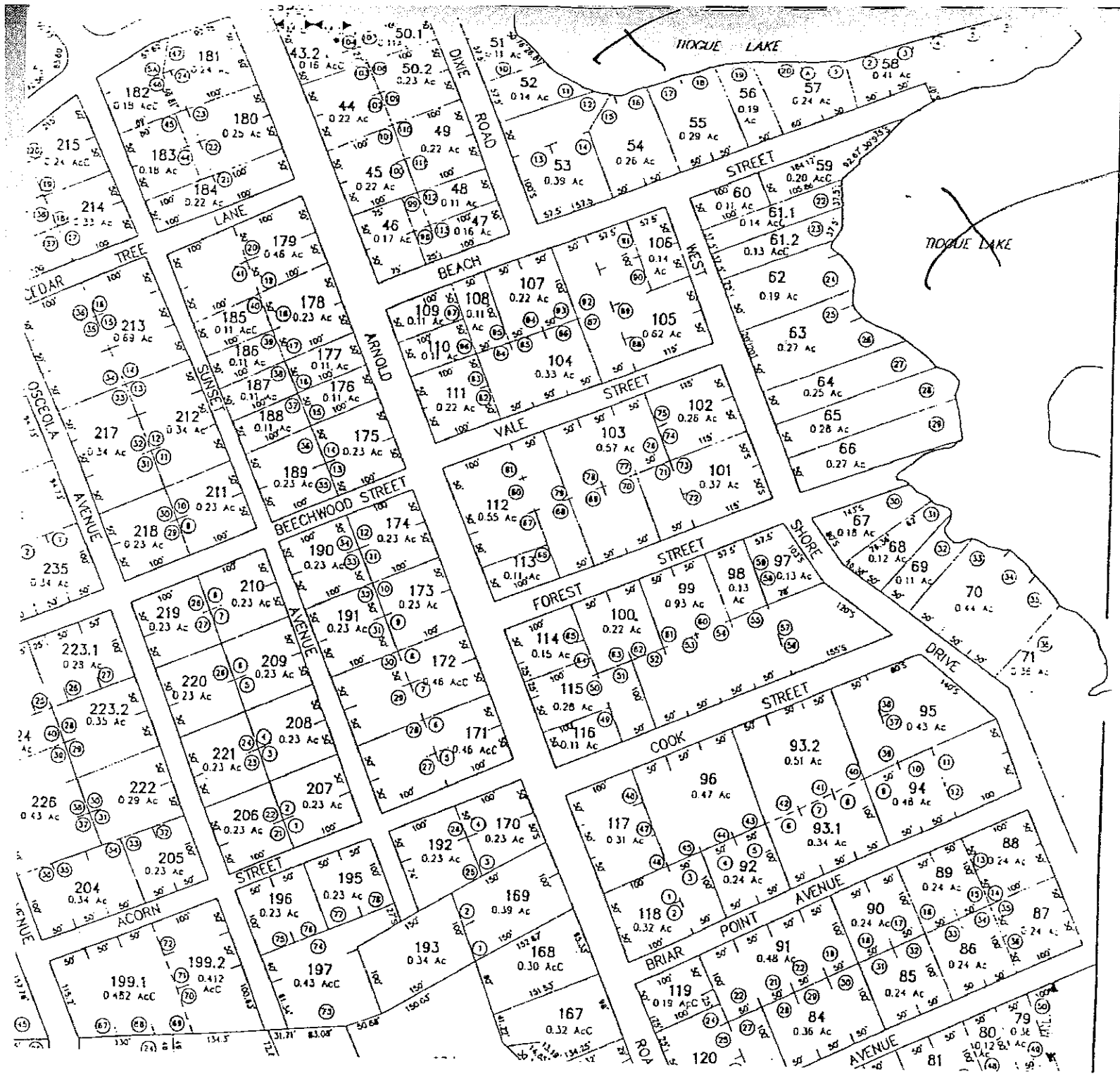
PRODUCED BY  
**CARTOGRAPHIC ASSOCIATES, INC.**  
MUNICIPAL MAPPING CONSULTANTS  
P.O. BOX 267 LITTLETON, CO 80120

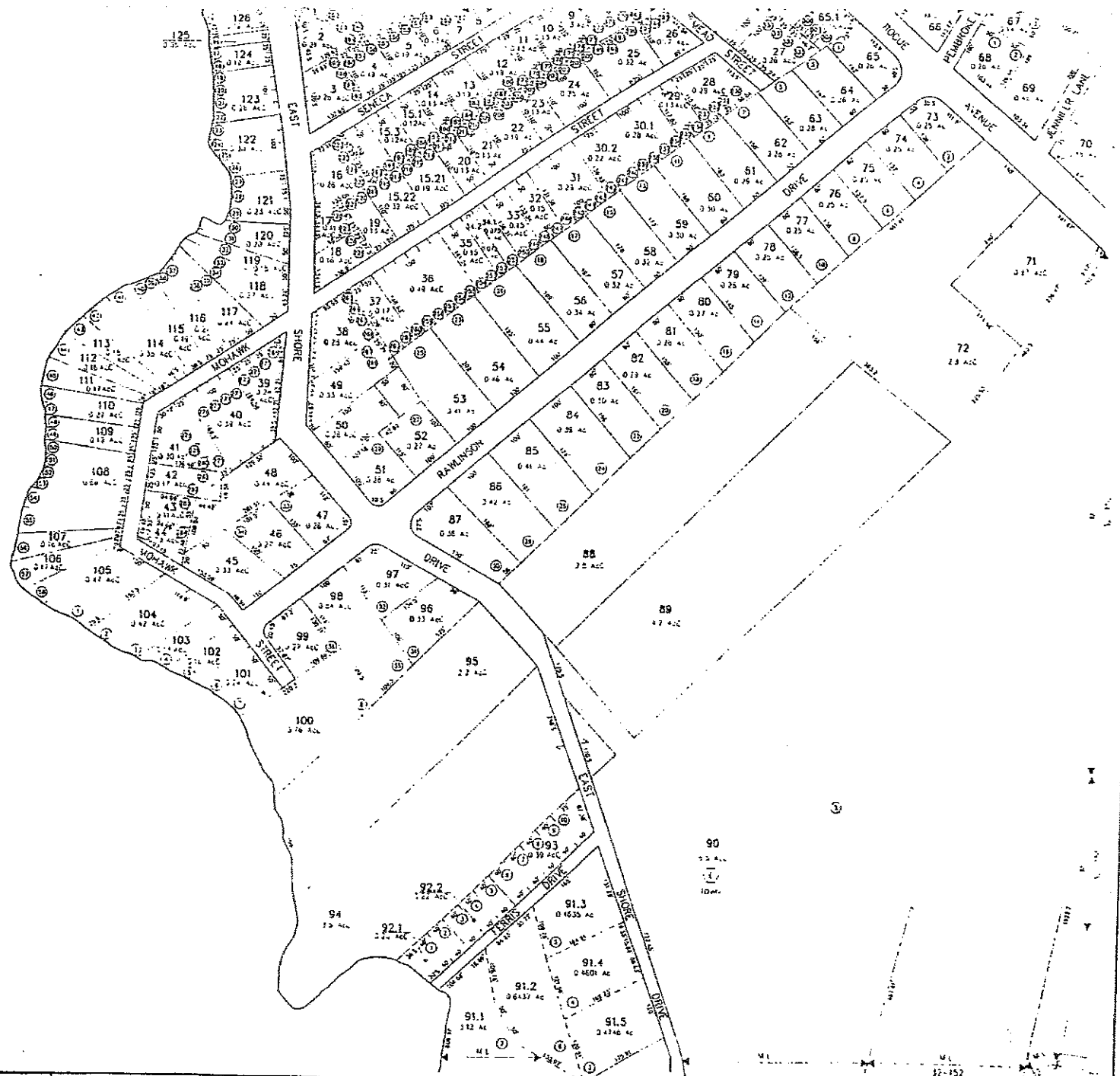
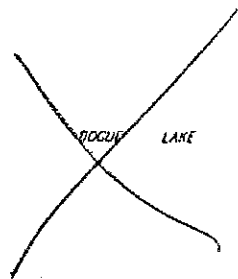
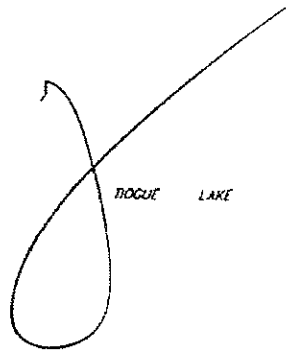
LEGEND  
AREA CALCULATED AND SURVEYED  
RECORD DIMENSION  
FIELD DIMENSION  
SCHEMATIC DIMENSION  
DATE - JAN 1985  
SCALE 1" = 100'

SCALE 1" = 100'  
FEET  
METERS  
REVISED TO JANUARY 1985

PROPERTY MAPS  
**COVENTRY**  
RHODE ISLAND

INDEX DIAGRAM  
MAP NO  
**30**





EASEMENT PURPOSES IT IS NOT VALID  
 OR CONVEYANCE  
 STATE OF RHODE ISLAND  
 MARCH 30 1986  
 1986

PRODUCED BY  
**CARTOGRAPHIC ASSOCIATES, INC.**  
 MUNICIPAL MAPPING CONSULTANTS  
 P.O. BOX 267 JEFFERSON, RI 02858

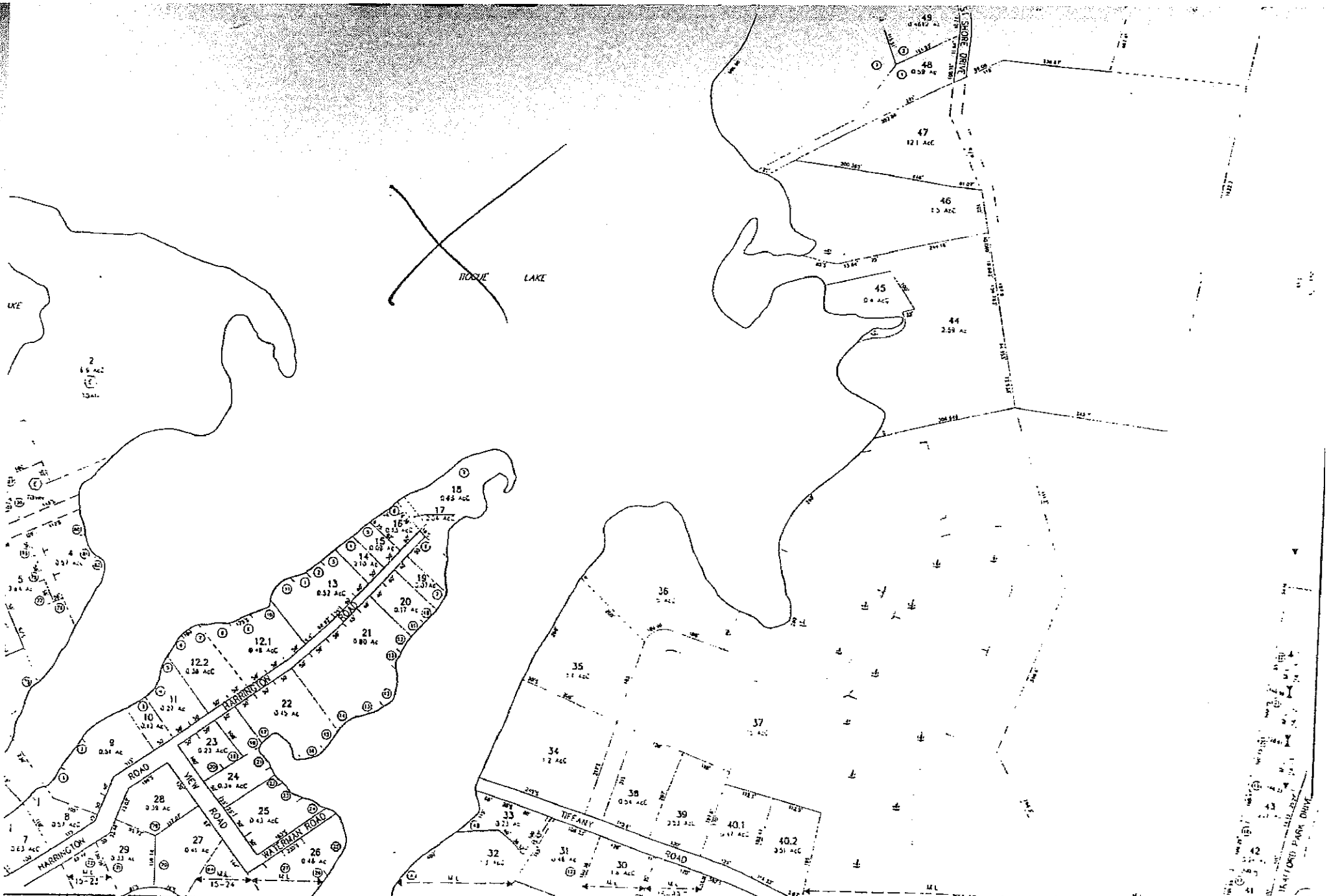
**LEGEND**  
 AREAS CALCULATED FROM SURVEYED COMMON BOUNDARIES EXCEPT WHERE SHOWN OTHERWISE  
 RECORD DIMENSION 100'  
 SCALED DIMENSION 100'  
 ACREAGE

**SCALE 1" = 100'**  
 FEET 0 100 200 300  
 METERS 0 30 60 90  
 REASED TO

PROPERTY MAPS  
**COVENTRY**  
 RHODE ISLAND

INDEX DIAGRAM  
 31 | 32  
 30 | 33  
 27 | 28

MAP NO.  
**31**



EASEMENT PURPOSES IT IS NOT VALID  
 OR CONVEYANCE  
 IN THE RHODE ISLAND STATE  
 NEW  
 MARCH 30, 1988  
 1982

PRODUCED BY  
**CARTOGRAPHIC ASSOCIATES, INC.**  
 MUNICIPAL MAPPING CONSULTANTS  
 P.O. BOX 267 LITTLETON, CO. 80120

**LEGEND**  
 AREA CALCULATED AC  
 AREA SURVEYED AC  
 COMMON OWNERSHIP CR  
 EMPTY PROPERTY  
 WAREHOUSE  
 WATER  
 RECORD DIMENSION 100  
 DIMENSION OF PROPERTY  
 SCALES DIMENSION SURVEYED  
 DIMENSION 100'

SCALE 1" = 100'  
 FEET 0 100 200  
 METERS 0 30 60 90  
 REVISED TO

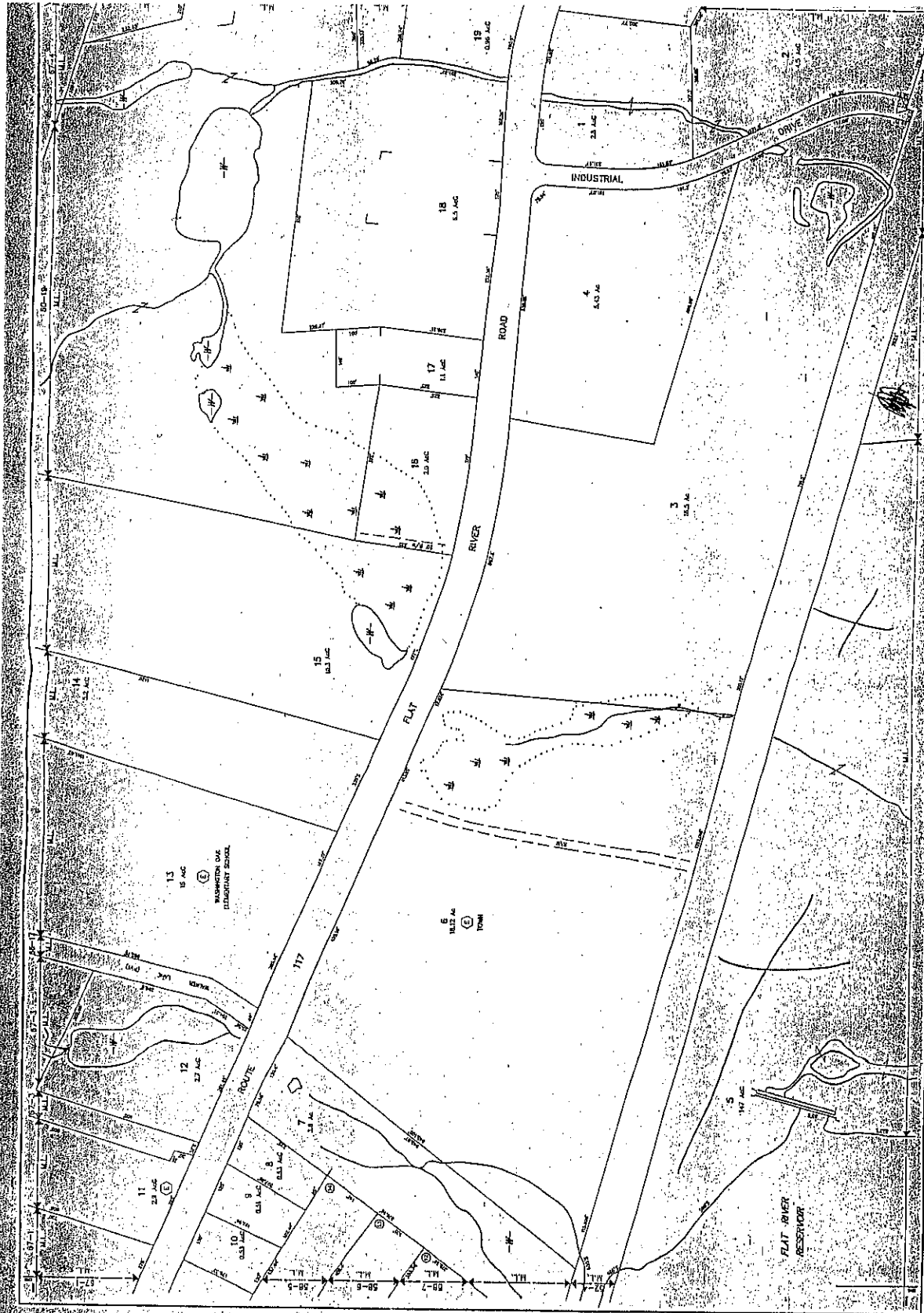
PROPERTY MAPS  
**COVENTRY**  
 RHODE ISLAND

INDEX DIAGRAM  
 23

23

**SCHEDULE A1  
DESCRIPTION OF OPEN SPACE**

See attached copy of map.



THIS MAP IS FOR THE USE OF THE APPLICANT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE APPLICANT.

THIS MAP IS PRODUCED BY  
**CARTOGRAPHIC ASSOCIATES, INC.**  
 1000 W. 10th Street, Suite 100  
 Tulsa, Oklahoma 74103  
 (918) 438-1111

LEGEND  
 BOUNDARY  
 EASEMENT  
 RIGHT-OF-WAY  
 CONVEYANCE  
 SURVEY  
 ADJACENT PROPERTY  
 UNDEVELOPED LAND  
 WATER  
 ROAD  
 RAILROAD  
 POWER LINE  
 TELEPHONE LINE  
 FENCE  
 ELEVATION  
 BEARING  
 DISTANCE  
 AREA  
 PERIMETER  
 CURVED BOUNDARY  
 CURVED EASEMENT  
 CURVED RIGHT-OF-WAY  
 CURVED CONVEYANCE  
 CURVED SURVEY  
 CURVED ADJACENT PROPERTY  
 CURVED UNDEVELOPED LAND  
 CURVED WATER  
 CURVED ROAD  
 CURVED RAILROAD  
 CURVED POWER LINE  
 CURVED TELEPHONE LINE  
 CURVED FENCE

INDEX TO GRANULAR MAP  
**COVENTRY**  
 TULSA COUNTY, OKLAHOMA  
 REVISION JANUARY 1994

59





**Schedule B  
Parcels Subject To Tax Adjustment**

<b>Block</b>	<b>Parcel</b>	<b>Property Tax</b>	<b>Fire District Tax</b>
59	5	abated	\$2558.44
318	204	abated	\$462.30
999	999	abated	\$1128.38

**SCHEDULE C**  
**METHOD OF GAUGING WATER FLOW**

SEE ATTACHED CONSISTING OF 9 PAGES



United States Department of the Interior



GEOLOGICAL SURVEY

Water Resources Division  
Rhode Island Subdistrict  
237 J.O. Pastore Federal Bldg.  
Providence, RI 02903-1720

October 18, 1993

Mr. Joel Westerman  
President, Quidnick Reservoir Company  
c/o Artistic Laces  
P.O. Box 7790  
Warwick, RI 02887

Dear Mr. Westerman:

As I mentioned to you in our last telephone conversation, determining the flow in the South Branch Pawtuxet River at Washington is not as simple as just reading the stage (height of the water surface) on the staff plate. Because grass grows in the river during the summer, an adjustment must be made before determining the flow. The adjustment varies during the summer. After the adjustment is made, the flow can be determined from the rating table which relates the stage to the corresponding flow. I have enclosed worksheets that will help you in making these adjustments.

There is a separate worksheet for each month that is affected by grass, May to October. (I suggest you photocopy the enclosed sheets saving the originals as masters.)

To determine the flow on a particular day:

- 1) Read the stage from the staff plate and record with 2 decimal places in column 2
- 2) Subtract the shift correction in column 3 and record the corrected stage in column 4
- 3) Use the figure in column 4 to look up the flow in the rating table and record in column 5

An example of a partially filled in worksheet is included on the next page.

The adjustments given on these worksheets are the average adjustments determined from many years of data and may not be the actual adjustment necessary in a particular year. Mr. Edward Szymanski, Rhode Island Department of Environmental Management, understands that the flows you determine will be approximate.

Please call Lance Ramsbey of this office (528-5135) to set up a time when he can show you the gaging station and go over these procedures with you.

Sincerely,

Virginia de Lima  
Chief, Rhode Island Subdistrict

enclosures  
cc: Edward Szymanski  
Lansen Ramsbey  
Russell Gadoury

UNITED STATES DEPARTMENT OF INTERIOR - GEOLOGICAL SURVEY - WATER RESOURCES DIVISION

EXPANDED RATING TABLE

DATE PROCESSED: 09-17-1993 @ 13:43 BY VDELIMA

DD: 2

TYPE: 001

RATING NO: 37

OFFSET: .90

2

START DATE/TIME: 10-01-90 (0001)

PAGE 1

TYPE: LOG

GAGE HEIGHT (FEET)	.00	.01	.02	.03	.04	.05	.06	.07	.08	.09	DIFF IN Q PER TENTH FT
1.40	20.50*	21.58	22.69	23.84	25.02	26.24	27.49	28.78	30.11	31.47	12.37
1.50	32.87	34.31	35.78	37.30	38.85	40.44	42.07	43.75	45.46	47.21	16.11
1.60	49.00*	50.80	52.65	54.53	56.46	58.42	60.43	62.48	64.57	66.70	19.87
1.70	68.87	71.09	73.35	75.65	78.00	80.39	82.82	85.30	87.82	90.39	24.13
1.80	93.00*	95.60	98.25	100.9	103.7	106.4	109.3	112.1	115.0	118.0	28.00
1.90	121.0*	123.7	126.5	129.3	132.2	135.1	138.0	140.9	143.9	146.9	29.00
2.00	150.0*	153.1	156.3	159.5	162.8	166.1	169.4	172.8	176.2	179.6	33.10
2.10	181.1	186.6	190.2	193.8	197.4	201.1	204.8	208.5	212.3	216.1	36.90
2.20	220.0*	224.0	228.0	232.1	236.2	240.4	244.6	248.9	253.2	257.5	41.90
2.30	261.9	266.3	270.8	275.3	279.8	284.4	289.0	293.7	298.4	303.2	46.10
2.40	308.0*	312.3	316.6	321.0	325.4	329.8	334.3	338.8	343.3	347.9	44.40
2.50	352.4	357.1	361.7	366.4	371.1	375.8	380.6	385.4	390.2	395.1	47.60
2.60	400.0*	404.6	409.2	413.9	418.6	423.3	428.0	432.8	437.6	442.4	47.20
2.70	447.2	452.1	457.0	461.9	466.8	471.8	476.8	481.8	486.8	491.9	49.80
2.80	497.0*	501.5	506.0	510.5	515.1	519.6	524.2	528.8	533.4	538.0	45.70
2.90	542.7	547.3	552.0	556.7	561.4	566.1	570.9	575.6	580.4	585.2	47.30
3.00	590.0*	594.7	599.3	604.0	608.7	613.4	618.1	622.9	627.6	632.4	47.20
3.10	637.2	642.0	646.8	651.6	656.5	661.3	666.2	671.1	676.0	680.9	48.60
3.20	685.8	690.7	695.7	700.7	705.7	710.6	715.7	720.7	725.7	730.8	50.00
3.30	735.8	740.9	746.0	751.1	756.2	761.4	766.5	771.7	776.8	782.0	51.40
3.40	787.2	792.4	797.7	802.9	808.2	813.4	818.7	824.0	829.3	834.7	52.80



MAY  
SOUTH BRANCH PAWTUXET AT WASHINGTON

DATE	STAFF READING	SHIFT CORRECTIONS(FEET)	CORRECTED STAGE	FLOW
1		0.0		
2		0.0		
3		0.0		
4		0.0		
5		0.0		
6		0.0		
7		0.0		
8		0.0		
9		0.0		
10		0.0		
11		0.0		
12		-0.01		
13		-0.01		
14		-0.01		
15		-0.01		
16		-0.02		
17		-0.02		
18		-0.02		
19		-0.02		
20		-0.03		
21		-0.03		
22		-0.03		
23		-0.03		
24		-0.04		
25		-0.04		
26		-0.04		
27		-0.04		
28		-0.05		
29		-0.05		
30		-0.05		
31		-0.05		

JUNE  
SOUTH BRANCH PAWTUXET AT WASHINGTON

DATE	STAFF READING	SHIFT CORRECTIONS(FEET)	CORRECTED STAGE	FLOW
1		-.06		
2		-.06		
3		-.06		
4		-.06		
5		-.07		
6		-.07		
7		-.07		
8		-.07		
9		-.08		
10		-.08		
11		-.08		
12		-.08		
13		-.09		
14		-.09		
15		-.09		
16		-.09		
17		-.10		
18		-.10		
19		-.10		
20		-.10		
21		-.10		
22		-.10		
23		-.10		
24		-.10		
25		-.10		
26		-.10		
27		-.10		
28		-.10		
29		-.10		
30		-.10		



JULY  
SOUTH BRANCH PAWTUXET AT WASHINGTON

DATE	STAFF READING	SHIFT CORRECTIONS(FEET)	CORRECTED STAGE	FLOW
1		-.10		
2		-.10		
3		-.10		
4		-.10		
5		-.10		
6		-.10		
7		-.10		
8		-.10		
9		-.10		
10		-.10		
11		-.10		
12		-.10		
13		-.10		
14		-.10		
15		-.10		
16		-.10		
17		-.10		
18		-.10		
19		-.10		
20		-.10		
21		-.10		
22		-.10		
23		-.10		
24		-.10		
25		-.10		
26		-.10		
27		-.10		
28		-.10		
29		-.10		
30		-.10		
31		-.10		

AUGUST  
SOUTH BRANCH PAWTUXET AT WASHINGTON

DATE	STAFF READING	SHIFT CORRECTIONS (FT)	CORRECTED STAGE	FLOW
1		-.10		
2		-.10		
3		-.10		
4		-.10		
5		-.10		
6		-.10		
7		-.10		
8		-.10		
9		-.10		
10		-.10		
11		-.10		
12		-.10		
13		-.10		
14		-.10		
15		-.10		
16		-.10		
17		-.10		
18		-.10		
19		-.10		
20		-.10		
21		-.10		
22		-.10		
23		-.10		
24		-.10		
25		-.10		
26		-.10		
27		-.10		
28		-.10		
29		-.10		
30		-.10		
31		-.10		

SEPTEMBER  
SOUTH BRANCH PAWTUXET AT WASHINGTON

DATE	STAFF READING	SHIFT CORRECTIONS(FI)	CORRECTED STAGE	FLOW
1		-10		
2		-10		
3		-10		
4		-10		
5		-10		
6		-10		
7		-10		
8		-10		
9		-10		
10		-10		
11		-10		
12		-10		
13		-10		
14		-10		
15		-10		
16		-10		
17		-10		
18		-10		
19		-10		
20		-10		
21		-10		
22		-10		
23		-09		
24		-09		
25		-09		
26		-09		
27		-08		
28		-08		
29		-08		
30		-08		

NTR

OCTOBER  
SOUTH BRANCH PAWTUXET AT WASHINGTON

DATE	STAFF READING	SHIFT CORRECTIONS(Ft)	CORRECTED STAGE	FLOW
1		-.07		
2		-.07		
3		-.07		
4		-.07		
5		-.06		
6		-.06		
7		-.06		
8		-.06		
9		-.05		
10		-.05		
11		-.05		
12		-.05		
13		-.04		
14		-.04		
15		-.04		
16		-.04		
17		-.03		
18		-.03		
19		-.03		
20		-.03		
21		-.02		
22		-.02		
23		-.02		
24		-.02		
25		-.01		
26		-.01		
27		-.01		
28		-.01		
29		0.0		
30		0.0		
31		0.0		

EXHIBIT 1

OCTOBERR 1982 AGREEMENT

SEE ATTACHED CONSISTING OF 4 PAGES

AGREEMENT

This Agreement entered into the 4<sup>th</sup> day of October, 1982 by and between Quidnick Reservoir Company (hereinafter referred to as "Quidnick") and the Town of Coventry (hereinafter referred to as "Coventry").

WHEREAS, Quidnick and Coventry entered in an agreement in regard to Johnson's Pond/Flat River Reservoir and abutting lands on or about April 15, 1974 which said agreement is recorded in the Land Evidence Records for the Town of Coventry in Book 101 at Page 762; and

WHEREAS, Quidnick and Coventry entered into a subsequent agreement on May 13, 1982 as an amplification and definition of the prior agreements; and

WHEREAS, the dam referred to in said prior agreements is in need of repairs/maintenance/modification in order to maintain the water level at a suitable level for recreational use; and

WHEREAS, Coventry acknowledges a public interest in the maintenance of the water level above twenty-four (24) inches below spillway for recreational purposes during the months of May through August of each year for the benefit of a substantial number of its citizens; and

WHEREAS, Quidnick is not willing to make such repairs/maintenance/modifications at its sole cost and expense; and

WHEREAS, Coventry is not willing to make such repairs/maintenance/modifications at its sole cost and expense;

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars the

the receipt and sufficiency of which is hereby acknowledged and other mutual promises, the parties agree as follows:

1. Quidnick will make the necessary repairs/maintenance/modifications as outlined in the Lee Pare Engineering Study and known as "Alternative No. 2" to an estimate amount not exceeding One Hundred Thousand (\$100,000.00) Dollars for all labor materials, engineering, construction, etc. ~~included in this One Hundred Thousand (\$100,000.00) Dollars~~ <sup>Excluded Two (2) million</sup> would be a fair value for any material Quidnick might supply for the work.

2. Coventry shall participate with Quidnick in the project by direct cash reimbursement or abating taxes to Quidnick for the full cost of said project and any carrying charges incurred by Quidnick amortized over a period not exceeding five (5) years. The amount reimbursed or abated shall not include the fair value for any material Quidnick might supply for the work which amount shall be acknowledged by the Town of Coventry as a "gift" and cooperate with Quidnick in receiving whatever tax benefits may be available to it under terms of the Internal Revenue Code.

3. As per the May 13, 1982 Agreement, Quidnick will:
- a. Allow the water level to rise as quickly as conditions permit.
  - b. Maintain the three control gates with two gates

fully closed and the third gate one-quarter open during the months of May through September.

c. Within the restrictions of paragraph b above, allowing all surface water flowing into the reservoir to be impounded therein subject to legal requirements of the State, Federal or other governmental agencies. However, after Labor Day of each year Quidnick may lower the height of the pond to 12" below spillway until October 1, at which time Quidnick may lower the height of the reservoir as it deems necessary.

d. In an emergency situation such as; fire, chemical spill, government intervention or regulations or flood potential, Quidnick reserves the right to open gates for the period of time necessary to correct such emergency situation. In such event, Quidnick will notify the present Town Manager and a representative of the Johnson's Pond Civic Association of such action.

4. It is understood by and between the parties that this agreement shall not in any way modify the parties respective rights or obligations as set forth in prior agreements and does not interfere with Quidnick's rights to the water in the reservoir or the use thereof. The purpose of this agreement is to allow a substantial number of Coventry residents who own property adjoining the reservoir the use of the water therein for their maximum recreational purposes during the months of May through September of each year. This Agreement is in no way an agreement of Quidnick



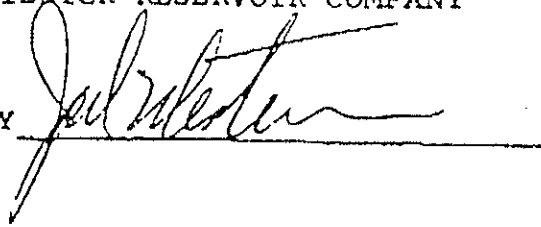
to allow recreation use of the pond at any time,

IN WITNESS WHEREOF the parties hereof have hereunto set their hands and seals the day and year first above written.

QUIDNICK RESERVOIR COMPANY

WITNESS:

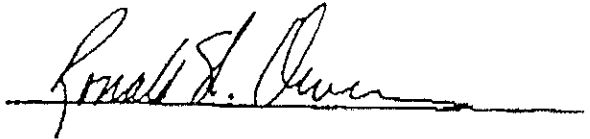
BY



TOWN OF COVENTRY

Lila E. Ritchette

BY:



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