

ADDENDUM TO LAND EXCHANGE AGREEMENT

This Addendum, made this _____ day of March, 2007, between **TOWN OF LEDYARD**, a duly existing municipality of the State of Connecticut with an address at 741 Colonel Ledyard Highway, Ledyard, Connecticut, acting herein by **SUSAN B. MENDENHALL**, Its Mayor (hereinafter referred to as the "Town"), and **THE MASHANTUCKET PEQUOT TRIBE**, whose mailing address is PO Box 3060, 2 Matts Path, Mashantucket, Connecticut (hereinafter referred to as the "Tribe").

WITNESSETH:

WHEREAS, the Town and the Tribe entered into a Land Exchange Agreement (the "Agreement"), whereby the Town and the Tribe agreed to exchange with each other the properties commonly known as Indian Town Park and Clark Farm both located in the Town of Ledyard, Connecticut;

WHEREAS, the Town and the Tribe have agreed to modify certain terms of said Land Exchange Agreement; and

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 4 of said Agreement shall be deleted and the following shall be inserted:
 4. The parties shall have sixty (60) days from the date of this Agreement to obtain all necessary municipal and tribal approvals for the exchange of the herein referenced property. If all municipal or tribal approvals cannot be obtained within the said sixty (60) day period, the time for this contingency shall be extended if the parties can reach mutual agreement as to a date to allow sufficient time to receive all necessary approvals. If either party cannot obtain the necessary approvals within the agreed upon time period, either party may terminate this agreement by giving written notice to the other party; and

2. Paragraph 5 of said Agreement shall be deleted and the following shall be inserted:

5. The parties will provide the other party, including its inspectors and representatives, reasonable access to their respective properties to conduct its Due Diligence pursuant to Paragraph 3 above and to inspect the property prior to the closing. The parties agree to provide no less than 48 hours advance notice prior to entering onto the property in question. In the event any test holes are dug or other disturbance shall occur the property shall be restored to its prior condition as soon as possible. The parties agree to defend and hold each other harmless from any claims made against the property owner by virtue of the action of the other party, its employees or agents; and

3. Paragraph 7B of said Agreement shall be deleted and the following shall be inserted:

B. Addressed to the Tribe at:

Attn: Tribal Council Chairman
Mashantucket Pequot Tribe
PO Box 3060
2 Matts Path
Mashantucket, CT 06338-3060

with a copy to:

Jackson T. King Jr., General Counsel
MPTN Office of Legal Counsel
PO Box 3060
2 Matts Path
Mashantucket, CT 06338-3060

4. Paragraph 10 shall be amended to include the following language:

Specifically the following are noted as to Clark Farm:

Easements from Joseph A. Clark and Fannie L. Clark to the Eastern Connecticut Power Company dated December 9, 1917 and December 14, 1918.
Easement from Joseph A. Clark and Fannie M. Clark to the Connecticut Light and Power Company dated September 19, 1951.

5. This Addendum may be signed in one or more counterparts, each of which is deemed to be an original, and all of which together constitute one and the same instrument. Documents obtained via facsimile machines will also be considered originals.

6. All of the other terms and conditions of the Land Exchange Agreement shall remain in full force and effect as if repeated herein except for the modifications provided in this Addendum.

(The remainder of the page intentionally left blank)

Dated at _____, Connecticut this _____ day of March, 2007

Signed, Sealed and Delivered
in the Presence of:

TOWN OF LEDYARD

By: _____

Susan B. Mendenhall, Its Mayor

STATE OF CONNECTICUT
COUNTY OF NEW LONDON

}
} ss: Ledyard March _____, 2007
}

Personally appeared, Susan B. Mendenhall, acting herein for the Town of Ledyard, who acknowledged the signing of the foregoing instrument to be its and her free act and deed, before me,

Commissioner of the Superior Court/
Notary Public
My Commission Expires

Dated at _____, Connecticut this _____ day of March, 2007

Signed, Sealed and Delivered
in the Presence of:

MASHANTUCKET PEQUOT TRIBE

By:
Its
Duly authorized

STATE OF CONNECTICUT
COUNTY OF NEW LONDON

} ss: _____ March _____, 2007

Personally appeared, _____, acting herein for the
MASHANTUCKET PEQUOT TRIBE, who acknowledged the signing of the foregoing
instrument to be its and his/her free act and deed, before me,

Commissioner of the Superior Court/
Notary Public
My Commission Expires

O'BRIEN, SHAFNER, STUART, KELLY & MORRIS, P.C.

475 Bridge Street, Groton, Connecticut 06340
(860) 445-2463 - Telephone
(860) 448-1267 - Telecopier

FACSIMILE TRANSMITTAL COVER SHEET

DATE:	March 28, 2007
TO:	Mayor Susan B. Mendenhall Town Council
FAX #:	860-464-8455 860-464-1485
FROM:	Jeffrey Allen
RE:	Land Exchange Agreement

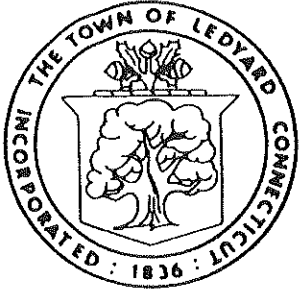
(Please call Jeffrey Allen at 860-445-2463 if you have any problems with this transmission)

NUMBER OF PAGES TRANSMITTED 1 (Including Cover Page)

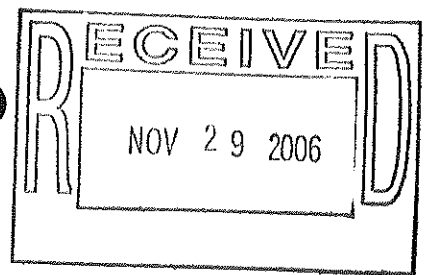
MESSAGE:
Land Exchange Agreement

NOTE: This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you receive this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

0611-055



**TOWN OF LEDYARD
CONNECTICUT
OFFICE OF THE MAYOR**



Susan B. Mendenhall
Mayor

Mark J. Bancroft
Mayoral Assistant

741 Colonel Ledyard Highway
Ledyard, CT 06339-1551
(860) 464-3222
FAX (860) 464-8455

November 27, 2006

Chairman Fred Allyn Jr.
Ledyard Town Council
741R Colonel Ledyard Highway
Ledyard, Connecticut 06339

Re: Land Exchange Agreement

Dear Chairman Allyn:

The Town Attorney has forwarded the Land Exchange Agreement with the Mashantucket Pequot Tribal Nation for the Clark Farm/Indiantown Park transfer.

Please provide your comments/recommendations directly to Attorney Stacy Haines at 445-2463.

Sincerely,

Susan B. Mendenhall
Mayor

**O'Brien, Shafner,
Stuart, Kelly &
Morris, P.C.**

A PROFESSIONAL CORPORATION

Matthew Shafner
Carolyn P. Kelly
Granville R. Morris
Frank N. Eppinger
Mark E. Block
Lloyd L. Langhammer
Richard J. Pascal
Eric M. Janney

Lynn T. Cravinho
Richard L. Gross
Stacy A. Haines
Thomas F. Collier
Meredith E. Russell
Megan E. Miller
Matthew J. Curtiss
Jeffrey P. Allen

Of Counsel

John C. O'Brien
Peter F. Stuart
Amy M. Stone
Michele J. Delmhorst

LED900:4TOL

Respond to:

475 Bridge Street
P.O. Drawer 929
Groton, CT 06340
Tel. (860) 445-2463
Fax (860) 445-4539

138 Main Street
P.O. Box 310
Norwich, CT 06360
Tel. (860) 889-3855
Fax (860) 886-6352

54 Halls Road
P.O. Box 69
Old Lyme, CT 06371
Tel. (860) 434-4150
Fax (860) 434-4156

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Celebrating 40 Years of Service

November 22, 2006

Mayor Susan B. Mendenhall
Town of Ledyard
741 Colonel Ledyard Highway
Ledyard, CT 06359

Attorney Jackson King
Mashantucket Pequot Tribal Nation
PO Box 3060
Mashantucket, CT 06338

Re: Land Exchange Agreement

Dear Mayor Mendenhall and Attorney King:

Enclosed for each of you is the Land Exchange Agreement between the Town of Ledyard and The Mashantucket Pequot Tribe for your review.

After reviewing the document, please call me at 445-2463 with your comments.

Very truly yours,


Stacy A. Haines

SAH:sd

Enclosure

LAND EXCHANGE AGREEMENT

AGREEMENT dated this day of November, 2006, by and between THE TOWN OF LEDYARD, a municipality located within the County of New London and State of Connecticut, (herein referred to as the "Town"), and THE MASHANTUCKET PEQUOT TRIBE, whose mailing address is PO Box 3060, Indiantown Road, Ledyard, Connecticut (herein referred to as the "Tribe").

WHEREAS, the Town and the Tribe own property, respectively, in the Town of Ledyard, Connecticut commonly known as Indian Town Park and Clark Farm.

WHEREAS, the Town and the Tribe desire to exchange with each other the aforementioned properties, respectively.

WITNESSETH:

NOW, THEREFORE, the Town and the Tribe agree as follows:

1. The Town shall convey to the Tribe property commonly known as Indian Town Park in Ledyard, Connecticut further bounded and described in Schedule A (a copy of which is attached hereto); and
2. The Tribe shall convey to the Town property commonly known as Clark Farm in Ledyard, Connecticut further bounded and described in Schedule B (a copy of which is attached hereto); and
3. The parties shall have a period of sixty (60) days from the date of this Agreement to perform all due diligence they may choose to perform ("DUE DILIGENCE"), including, but not limited to, an environmental review of the respective properties. If the above referenced environmental review indicates that further environmental investigations are required, the above referenced sixty (60) day period shall be extended by a sufficient amount of time to complete any further environmental study. If any Due Diligence report is not satisfactory to either party then said party may terminate this Agreement by giving written notice to the other party; and
4. The parties shall have sixty (60) days from the date of this Agreement to obtain all necessary municipal and tribal approvals for the exchange of the herein referenced property. If all municipal or tribal approvals cannot be obtained within the said sixty (60) day period, the time for this contingency shall be extended to a mutually agreed upon date to allow sufficient time to receive all necessary approvals. If either party cannot obtain the necessary approvals said party may terminate this agreement by giving written notice to the other party; and
5. The parties will provide the other party, including its inspectors and representatives, reasonable access to their respective properties to conduct its Due Diligence pursuant to Paragraph 3 above and to inspect the property prior to the closing; and
6. The closing shall take place thirty (30) days after all necessary municipal and tribal approvals have been obtained.
7. All notices ("Notice") required to be given by this Agreement will be in writing and will be effective as of the date on which such Notice is delivered:

A. Addressed to the Town at:
Town of Ledyard
741 Colonel Ledyard Highway
Ledyard, Ct 06339

with a copy to:
Eric M. Janney
O'Brien, Shafner, Stuart, Kelly & Morris, PC
PO Drawer 929
475 Bridge Street
Groton, CT 06340.

B. Addressed to the Tribe at:
Mashantucket Pequot Tribe
PO Box 3060
Indiantown Road
Ledyard, Ct 06339

with a copy to:

8. The deeds shall be Connecticut form of Warranty Deed in proper form, and shall be duly executed and acknowledged and delivered to convey to the grantee, or the grantee's assigns, the absolute fee of the above premises, free of all encumbrances except as herein stated. Said deeds shall also be delivered with grantor's executed forms and acknowledgment of payment for the necessary amounts of the Connecticut State and Municipal Real Estate Conveyance Tax if any as required by Section 12-494, as amended, of the Connecticut General Statutes.
9. In the event that either party, upon examination, finds that the title to the premises said party is to receive is not good and marketable, the respective party shall, prior to _____, 2006 deliver written notice to the conveying party of the particular defects encountered, and the closing, if necessary, shall be postponed for thirty (30) days. During the period prior to closing, the conveying party may endeavor, at said conveying party's expense, to cure the defects of which notice has been given. If, at the said time of closing, the conveying party is unable to convey good or marketable title, the receiving party shall have the option of:
- (A) Accepting such title as the conveying party can then convey without change in the purchase price; or
 - (B) Declare an unwillingness to accept such title, whereupon this agreement shall terminate, and all rights of the parties hereunder shall terminate and cease.

It is agreed that no matter shall be construed as an encumbrance or defect in title unless the same shall be so construed under the

or hereafter adopted by said town, village, municipality, or other governmental authority having jurisdiction of the premises or any part thereof;

- (B) Covenants, restrictions, declarations, easements, and agreements, if any, of record provided that such covenants, restrictions, declarations, easements and agreements do not interfere with the current reasonable use of the premises or impair the marketability of the title to the premises;
 - (C) Such other additional items as are set forth in and annexed to the legal description of said premises as aforesaid.
11. If either party shall fail to perform any of the material covenants and agreements contained herein to be performed by it, the other party may, as its remedy, either (i) terminate this Agreement or (ii) pursue its remedies for breach of contract as may be available at law and in equity, including without limitation, the remedy of specific performance.
12. This Agreement may be signed in one or more counterparts, each of which is deemed to be an original, and all of which together constitute one and the same instrument. Documents obtained via facsimile machines will also be considered as originals.

Dated this day of November, 2006 at , Connecticut.

IN WITNESS WHEREOF:

TOWN OF LEDYARD

Witness

By: Susan B. Mendenhall, Its Mayor
Duly authorized

Witness

STATE OF CONNECTICUT }
 }ss: November , 2006
COUNTY OF NEW LONDON }

Personally appeared, Susan B. Mendenhall, acting herein for the Town of Ledyard, who acknowledged the signing of the foregoing instrument to be its and her free act and deed, before me,

Commissioner of the Superior Court/
Notary Public
My Commission Expires

SCHEDULE "A"

A certain tract or parcel of land lying and being situated in the Town of Ledyard, County of New London and State of Connecticut, bounded and described as follows:

Beginning at the southwesterly corner of said tract at the corner of land now or formerly of Thomas Main and adjoining Pequot Indian land, so-called; thence running northerly by said Pequot Indian land and land now or formerly of Charles Stanton about 125 rods; thence easterly by land now or formerly of Elias R. Maine, 173 rods to the corner of land formerly of said Stanton and formerly of said Thomas Main; thence southerly by the easterly side of the public highway by the stone wall to land formerly of said Thomas Main; thence westerly by said Main land about 35 rods; thence northwesterly by land formerly of said Thomas Main about 15 rods to a heap of stones on the wall; thence westerly by land formerly of Thomas Main to the place of beginning.

Containing about 95 acres of land, more or less.

SCHEDULE "B"

A certain tract or parcel of land, with the buildings thereon, situated on the westerly side of Colonel Ledyard Highway and Bolduc Drive (the old Poquetanuck-Ledyard Center Road), in the Town of Ledyard, County of New London and State of Connecticut, bounded and described as follows:

Beginning on the westerly line of Colonel Ledyard Highway at the southeasterly corner of land now or formerly of Edwin H. and Edna J. Christiansen and running thence westerly by said Christiansen land and land now or formerly of Karl M. and Susan P. Wirmann to land now or formerly of A. Gilbert Hagen; thence southerly to said Hagen land to a point, then easterly by said Hagen land and land now or formerly of Earl B. Geer to land now or formerly of Elroy J. and Rosa Anna Bolduc; thence northerly, easterly, northerly and easterly by said Bolduc land to land now or formerly of Katherine Wojtkiewicz; thence easterly by said Wojtkiewicz land to the westerly line of Bolduc Drive; and thence northerly by the westerly line of said Bolduc Drive and the westerly line of Colonel Ledyard Highway to the point of beginning.