

AMENDMENT TO MARINA EASEMENT
(revised thru 6/13/14)

WHEREAS, the Hat Factory Marina, LLC d/b/a Marina at Hatter's Point (as successor in interest to Marina at Hatter's Point, LLC by virtue of Assignment dated April 30, 2009, and recorded with the Essex South District Registry of Deeds in Book 28541, Page 413), a Massachusetts limited liability company with offices at 15 Evans Place, Amesbury, Massachusetts (the "Marina LLC") is the present holder of a marina easement over certain property at the Hatter's Point Condominium located off 60 Merrimac Street, Amesbury, Massachusetts (the "Condominium"). Said easement is more fully described in a Marina Easement reserved by Amesburyport Corporation by instrument dated April 26, 2002, and recorded with the Essex South District Registry of Deeds (the "Registry of Deeds") in Book 18960, Page 177 (the "Marina Easement"), which easement was assigned to the Marina LLC by an Assignment of Marina Easement dated December 11, 2003, and recorded with the Registry of Deeds in Book 22189, Page 460 (the "Marina Assignment"); and

WHEREAS, Hatter's Point Condominium Association, Inc., a Massachusetts non-profit corporation with an address of 60 Merrimac Street, Amesbury, Massachusetts (the "Hatter's Condominium Association"), an organization of the unit owners of the Condominium formed pursuant to Massachusetts General Laws Chapter 183A for the purpose of owning, maintaining and operating the common areas and facilities of the Condominium and as such owns the phasing rights reserved in the Master Deed of the Condominium dated April 29, 2002, and filed with the Land Registration Office of the Registry of Deeds as Document No. 402235, as amended by the Amended and Restated Master Deed dated July 15, 2002, and recorded with said Registry in Book 18960, Page 180. Certificates evidencing the Revival of The Phasing Rights are recorded with the Registry of Deeds in Book 32127, Page 582 and Book 33237, Page 148; and

WHEREAS, the Hatter's Condominium Association has entered into an agreement with West Gloucester Capital, LLC, a limited liability company with and address of P.O. Box 104, Sudbury, Massachusetts 01776 ("West Gloucester") to purchase

the phasing rights to build additional units of the Condominium (the "Phase II Units"); and

WHEREAS, the Marina LLC and Hatter's Condominium Association wish to modify the Marina Easement and the Marina Assignment so as to accommodate the development of the Phase II Units and to further accommodate the Marina LLC's plans to build a new marina building in an area different from the area described as the Marina Building Easement (1,781± square feet) in the Marina Easement and to make further modifications to the Marina Easement and Marina Assignment to accommodate the Marina LLC's plans for construction of such new building in a different location and additional modifications to the site.

NOW, THEREFORE, in consideration of the mutual covenant contained herein and other valuable consideration, the parties agree as follows:

1. The Hatter's Condominium Association hereby agrees to grant to Marina LLC a perpetual easement over the areas shown as Area A, Area B1, Area B2 and Area C ("New Marina Building Easement Area") on a plan entitled "Marina Easement Plan Located in Amesbury, Massachusetts (Essex County)" Prepared for Restoration Capital, Scale 1"=40', dated April 29, 2012, and drawn by Meridian Associates (the "New Easement Area Plan"). The Hatter's Condominium Association further agrees to modify the "Marina Utility Easement" as described on page 2 of the Marina Easement by extending it to the New Marina Building Easement Area, all as shown the New Easement Area Plan. The purposes of such easement and modification is to enable the construction, improvement, repair, reconstruction and replacement of the existing temporary structure now located in the Marina Building Easement Area = 1,781 S.F. as described in the Marina Easement with a new building and associated improvements located on the New Marina Building Easement Area as follows: Area A shown on the New Easement Area Plan shall be dedicated to open space and landscaping with no building to be constructed thereon. Area B1 will be used for location of a portion of the new marina building subject to a one-story limitation in height and Area B2 will be used for location of a portion of the new marina building subject to a two-story limitation in height, including pedestrian access from the sidewalk along the adjoining common driveway. The building is shown on the New Easement Area Plan and is further depicted on Architectural Plans described as follows "Hatter's Point Amesbury, MA 01913" drawn by Fulcrum, Inc. Architects, Salisbury, MA, dated April 28, 2014, Sheets A-1 and A-2 (the "Architectural Plans"). Area C shall be dedicated to open space but may include an outdoor swimming pool and gazebo. There shall be no storage of docks and related appurtenances in the New Marina Building Easement Area. Any material changes to the layout of the new marina building as shown on the New Easement Area Plan or material changes to the Architectural Plans will be subject to the prior approval of Hatter's Condominium Association and West Gloucester, which approval shall not be unreasonably withheld or delayed.

2. The Marina Building Easement as described in page 2 of the Marina Easement shall be modified as provided in paragraph 1 herein and the rights of the Marina, LLC in and to the original Marina Building Easement Area shall be released to the Hatter's Condominium Association.

3. The Marina Rules and Regulations set forth in Exhibit A of the Marina Assignment shall remain in full force and effect and applicable to the New Marina Building Easement Area, except however the rules shall be amended to provide that (a) any grills to be used at the marina facility shall be provided by the Marina LLC and restricted to propane or natural gas (no charcoal); (b) no bond fires or camp fires shall be allowed and (c) meetings between the Marina LLC and the Hatter's Condominium Association shall be scheduled quarterly. The Marina LLC agrees to modify provisions of its Dockage Contract with marina users so that there will be no parking by such users in the Phase I or Phase II common areas or along the common driveway; but parking may be allowed in the New Marina Easement Building Area and the Marina Drop Off Easement Area as depicted on sheet 3 of the Easement Plan of Land dated April 19, 2002, drawn by Meridian Engineering, Inc. and filed as Condominium Plan C-165 with Document No. 402235 in the Land Registration Office of the Registry of Deeds.

4. As part of the Phase II Units development, Hatter's Condominium Association and West Gloucester Capital, LLC shall grant an easement to Marina LLC to create an access way in the area between buildings 5 and 6 as shown on the Architectural Plans, a copy of which is attached hereto and incorporated herein by reference, within the Phase II Units building to allow pedestrian access for the marina users from and to Merrimac Street to the Marina Use Area as described in the Marina Easement.

5. Any parking for the marina use will be restricted to the New Marina Building Easement Area and the Marina Drop Off Easement Area as provided paragraph 3 herein above; no portion of the easement area as referenced in the Public Access Easement dated April 26, 2002 and recorded with the Registry of Deeds in Book 18960, Page 174 (the "Public Access Easement"), shall be used for such marina parking except the Public Parking and Marina Drop Off Easement Area and the Public Parking Easement Area referred to in paragraphs 1 and 2 (page 1) of the Public Access Easement.

6. All costs associated with constructing a building in the New Marina Building Easement Area, or moving, removing or destruction of existing structure will be at the sole expense of the Marina LLC including, associated legal, engineering and permitting costs. The Marina LLC will process the applications for construction of the new building and associated improvements in an expeditious manner and will

construct such building and associated improvements upon obtaining such permits and proceed to completion in a timely and continuous fashion.

7. The Marina LLC will maintain the New Marina Easement Building Area at their sole cost and expense including landscaping and maintenance costs.

8. All utilities servicing the marina use shall be separately metered and paid for by the Marina LLC. The Hatter's Condominium Association will grant an easement for utilities along the back driveway. In the event the Marina LLC excavates any portion of such driveway for installation of its utilities it will be responsible to restore the driveway to its condition prior to such installation.

9. The Marina LLC shall be responsible for the real estate taxes for the new marina building and associated improvements whether assessed to it or the Hatter's Point Condominium Association or the individual unit owners.

10. The Marina LLC shall upon implementation of this Agreement, at its own cost and expense with respect to its easement area public liability insurance coverage, with a combined single limit of at least \$1,000,000.00 naming Hatter's Condominium Association as an additional insured and shall carry full replacement cost casualty insurance on the new marina building.

11. The legal and survey/engineering costs for the change in the Marina Easement Building Area shall be shared equally by both parties.

12. The Hatter's Condominium Association and West Gloucester will support the permitting process for the new marina building as shown on the New Easement Area Plan and the Architectural Plans.

13. The Marina LLC will support the permitting process for Phase II Units construction as proposed by West Gloucester.

14. A social (fee based) auxiliary membership providing access to recreational facilities constructed by the Marina LLC (pool, deck, floating dock) shall be made available to unit owners/residents of the Condominium on the same basis such membership is offered to marina users or third parties.

15. The provisions contained in this Agreement shall become effective once, and only once, all of the following have been satisfied: (A) (i) Hatter's Condominium Association obtains and records an agreement with the City of Amesbury modifying the Public Access Easement granted to the Inhabitants of the Town of Amesbury by instrument dated April 26, 2002 and recorded with the Registry of Deeds in Book 18960, Page 174 which modification shall provide for a relocation of the Pedestrian Access

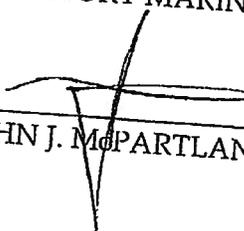
Easement consistent with the New Easement Area Plan; (ii) West Gloucester obtains and records a modification of the Chapter 91 License issued to Millwright Corporation, a copy of which is recorded in said Registry in Book 16088, Page 48, which modification shall provide for the relocation of the Pedestrian Access Easement consistent with the New Easement Area Plan and for the elimination of the right of Marina LLC to use that portion of Building 9 which is shown on the Marina Easement Plan as "Restrictive Easement for Water Dependent Use Area = 735 S.F." for water dependent uses, (iii) West Gloucester obtains and records a modification of the terms of the Amesbury Planning Board's Special Permit/Site Plan Approval, as previously modified, with respect to the Public Access Easement and any other matters relevant hereto which modification shall provide for a relocation of the Pedestrian Access Easement consistent with the New Easement Area Plan, (iv) Hatter's Condominium Association records an easement from Hatter's Condominium Association to Marina LLC in accordance with the terms of paragraph 4 herein, in form and content reasonably satisfactory to Marina LLC, ; and (B) the Marina LLC obtains and records (i) an Order of Conditions from the Amesbury Conservation Commission to enable the Marina LLC to construct the new building and associated improvements located on the New Marina Building Easement Area, (ii) Site Plan Approval and/or Special Permit from the Amesbury Planning Board to enable the Marina LLC to construct the new building and associated improvements located on the New Marina Building Easement Area, (iii) a modification of the Chapter 91 License so as to enable the Marina LLC to construct the new building and associated improvements located on the New Marina Building Easement Area, (iv) any and all other permits and approvals necessary to construct the new building and associated improvements, and (v) a Certificate of Compliance to an Order of Conditions registered as Document No. 358266 with the Land Court Section of the Registry of Deeds on June 8, 1999, provided that the Order of Conditions relates to work associated with marina improvements and if not Hatter's Condominium Association will obtain same..

16. The parties agree to diligently pursue the undertakings referred to herein including without limitation forthwith filing and timely processing the permits and approvals as referenced herein.

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Witness our hands and seal this 17th day of June, 2014.

HAT FACTORY MARINA, LLC

By 
JOHN J. McPARTLAND, Its Manager

HATTER'S POINT CONDOMINIUM
ASSOCIATION, INC

By 
BETH MILLER, President