

## Lease Agreement

**THIS LEASE** made at Stonington, CT dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the Town of Stonington, New London County, Connecticut (hereinafter referred to as “Lessor”) and Stonington Community Rowing, Inc. (hereinafter referred to as the “Lessee”):

**Whereas**, Stonington Community Rowing, Inc. desires to lease a portion of Mystic River Boathouse Park (MRBP), located at 123 Greenmanville Ave, to construct a boathouse, training space, and rowing dock, and to renovate an historic building; and

**Whereas**, the Town of Stonington Mystic River Boathouse Park Implementation Committee Master Plan provides for footprint on the park for boathouse, training space, rowing dock, and renovated historic building in Mystic River Boathouse Park Master Plan,

**Now, therefore**, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

**1) Lease of Premises**

The Lessor does hereby lease and demise to the Lessee, the following premises situated in New London County and the State of Connecticut (the “Premises”). The Premises are completely marked and delineated on the diagram attached hereto and made part hereof, marked as “Schedule A”. The Premises of this lease shall be used predominantly for the sport of rowing and other activities consistent therewith.

**2) Assignments/Subletting**

Lessee will not assign or sublet the Premises or portions thereof without expressed authorization of the Lessor. Consent by Lessor shall not be unreasonably withheld.

**3) Term**

The term of this lease shall be for 25 years from date of this agreement. Upon completion of construction of the boathouse, training space, historic building, and rowing dock, Lessor shall become the owner of the Premises. Upon end of term, and if Lessee is still actively running a rowing program and is not in violation of any of the terms or conditions set forth in this lease Agreement, Lessee shall have the option to renew for a second 25-year term.

**4) Termination**

All construction and improvements required of the Lessee in Schedule C shall be at the Lessee’s expense and shall be considered fixtures owned by the Lessor upon completion of construction. Upon the expiration or termination of this lease, Lessee shall surrender the Premises in good order and condition, ordinary wear and tear excepted, and shall remove all property, fixture, and equipment from the premises. In removing its equipment, Lessee shall be solely liable for repairing any and all damages to the Premises. In the event the Lessee fails to remove its equipment, and Lessor is required to do so, all costs and expenses incurred by the Lessor in removing same and restoring the leasehold to usable condition shall be the financial responsibility of the Lessee.

**5) Public Use & Community Rowing**

The Lessee shall use all reasonable care and diligence in sharing MRBP with the public. However, boathouse, rowing docks, boats, and boating equipment (the Premises) are to be used exclusively by Lessee and their organization members and community participants. Members and participants of the Lessee’s organization are required to sign a waiver, releasing Lessor and Lessee, agents, officers, directors, organizers, and volunteers from all liability, claims, demands, losses, or damages to either persons or property during the term of this lease.

Lessee will offer rowing programs for people of all ages and abilities. Operating from the boathouse, and rowing dock (aka the “Premises”), the Lessee will provide to Lessor the benefits of competitive, recreational, and adaptive rowing including teamwork, dedication, fitness, and water safety.

Given the level of activity planned on MRBP in general and within the “Premises” in particular, Lessee will, to extent possible, harmonize all rowing activities on the Premises with normal public use of MRBP. Lessee will include safety rules to be adhered to in MRBP and on the Premises, attached hereto and made a part hereof, marked as “Schedule B”.

Lessee will be responsible for coordinating all activities and will maintain a shared schedule of programs and events organized by the Lessee, Lessor, and other organizations in MRBP and on the Premises. Lessor, to extent possible, will provide Lessee with priority use of MRBP and access to the Mystic River, to enable Lessee to fulfill its mission and serve the community.

**6) Obligations of the Lessee**

- 6.a) Upon completion of construction, Lessee shall assume responsibility for utilities and routine maintenance and minor repairs of the Premises, resulting from operations by the Lessee, as outlined in Section 10.
- 6.b) Provide annual report to the Lessor of all activities
- 6.c) Provide Lessor with a 5-year financial statement
- 6.d) Appraise Lessor of unplanned/unusual events occurring as a result of operations by the Lessee in a timely manner
- 6.e) All signage used by Lessee shall be maintained in good condition and repair
- 6.f) Lessee shall coordinate with the Lessor for special events that require extra law enforcement and parking restrictions
- 6.g) All management of Premises
- 6.h) Area(s) of the building located on the Premises that are designated for public use shall be kept open for public use during the normal operating hours of the building, such as the public restrooms
- 6.i) For use of MRBP property, beyond general use, such as for events, Lessee follows all requirements, including submitting request for use of Town property (approved by Board of Selectman and Waterfront Commission) and approval by Board of Police Commissions, Ledge Light Health District, or other relevant Boards as needed
- 6.j) Lessee is expected to coordinate any events that will require additional parking with Mystic Seaport
- 6.k) Responsible for locking/unlocking public restroom

**7) Obligations of the Lessor**

- 7.a) Lessor shall not be obligated to provide financial support to the Lessee for construction, operation, and maintenance of the Premises.
- 7.b) Lessor shall have no obligation to operate any portion of the Premises, except for those areas designated for the general public, such as the public restroom in the boathouse.
- 7.c) Subject to the terms and limitations set forth in Article 10 of this Lease regarding catastrophic capital impairment, the Lessor shall repair and restore the Premises in a timely manner in the event of fire or other casualty or damage to the Premises, to substantially the same condition (like/in-kind) as it existed before such fire or other casualty, shall carry appropriate insurance to pay for any repair or replacement of the Premises should the same be destroyed in whole or in part, by catastrophic events, such as fire or other casualty; this excludes flood to the extent that the Town is unable to insure against flood damages. The provision of this section 7.c shall not apply or be enforced until construction of the buildings is complete, the certificate of occupancy has been obtained, and the building is turned over to the Town.

7.d) For use of the Premises, Lessor agrees that no permit is required to be applied for or obtained by Lessee for the following – the collection of dues, fees, or the solicitation of donations or fundraising activities by the Lessee on the Premises, the holding of rowing events and small gatherings on the Premises by the Lessee, sales of merchandise by the Lessee on the Premises, sales of food on the Premises by Lessee, and after-hours use of the Premises by the Lessee, all contingent on allowed zoning uses and approvals still required by Fire Marshall, Ledge Light Health District and Board of Police Commissioners pending type and size of event.

7.e) Lessor is permitted to enter the Premises during terms of this lease for any reasonable purpose, while minimizing any disturbance of use by Lessee. Securing the Premises will be part and parcel with architectural and engineering effort in Article 11 of this lease.

7.f) Lessor is responsible for ongoing maintenance of MRBP including cutting grass, maintaining sidewalks, snow removal, any ongoing landscape maintenance of MRBP.

7.g) Lessor will maintain the public boat ramp and public dock.

7.h) Lessor is responsible for MRBP related utility costs, which are not related to the utilities that service the Premises, which are the responsibility of the Lessee.

7.i) Lessor is responsible for the cleaning and maintenance of designated public areas within the Premises, such as the public restroom.

7.j) Lessor will provide trash receptacles for MRBP, and ongoing trash removal from them.

## **8) Default and Cancellation**

Lessee is considered to have defaulted on this lease agreement if there is 12 months of inactivity of rowing operations at the facility, without prior mutual resolution for how to proceed with future activities.

Additionally, Lessee is considered to have defaulted on this lease agreement if terms of this lease are not met, including:

8.a) Failure to carry appropriate insurance (Article 13)

8.b) Failure to keep obligations of this lease (Article 6)

8.c) Failure to support public use of MRBP (Article 5)

8.d) Failure to maintain 501.c.3 status (Article 9)

8.e) Assignment of Lease without Lessor consent (Article 2)

8.f) Failure to pay all utilities (Article 10)

8.g) Failure to maintain Premises/make necessary repairs (Article 6)

8.h) Failure to obtain Lessor consent for alterations/improvements (Articles 10, 11, and 12)

Lessor will provide a 30-day grace period to the Lessee to respond to a notification of default/cancellation.

## **9) Contribution by Lessee**

Lessee shall be required to pay rent to the Lessor in the amount of \$1 annually to be paid July 1<sup>st</sup> for the succeeding fiscal year.

In lieu of fair market rent paid to the Lessor, Lessee shall be responsible for all costs associated with construction of the boathouse, including any design and engineering, and other related construction costs as delineated in “Schedule C”. The Lessee is also responsible for all costs associated with improvements to the historic home on the property, once the Lessor pays to move the home to its new location and places it on a new foundation that Lessor provides. Once construction is completed, Lessee shall be responsible for ongoing costs as described in Section 6.

Lessee is a not-for-profit entity. Proof of Lessee’s not-for-profit classification must be provided to the Lessor as a condition of this lease, and shall be satisfied by Lessee providing a copy of the following, attached hereto:

- a. A copy of the 501c3 application approval letter issued by the Internal Revenue Service is attached hereto and made a part hereof, marked as “Schedule D”.

- b. A copy of Lessee's Articles of Incorporation or the equivalent issued by the state in which Lessee was formed, indicating Lessee's formation as a nonprofit entity, which is attached hereto and made part hereof, marked as "Schedule E".

## **10) Utilities and Maintenance**

Lessee shall timely pay all monthly boathouse utility costs (water, electric) associated with usage of the Premises. Lessor will be responsible for utility costs associated with the park.

**General Maintenance and Repairs.** Lessee agrees that from and after the Commencement Date and continuously thereafter until the end of the term hereof, it will keep neat and clean and maintain in good order, condition and repair, the Premises and every part thereof exclusively serving the Premises. Lessee shall be responsible for general maintenance and repairs of the Premises including, but not limited to, janitorial services, painting, maintenance of all electrical systems, maintenance of all above-ground plumbing, and any other repairs as are necessary or reasonably appropriate in the normal course of maintaining and occupying the Premises as a community rowing center.

**General Conditions.** The Lessee shall not make any alterations, permanent improvements and/or additions to the Premises without first obtaining, in each instance, the written consent of the Lessor and in any event any such alterations by the Lessee shall be made in accordance with all applicable laws and in a good and first-class, workmanlike manner. Any and all alterations, additions, improvements and fixtures which may be made or installed by either the Lessor or the Lessee upon the Premises shall be surrendered with the Premises as a part thereof without disturbance, molestation or injury. However, the usual trade fixtures and furniture which may be installed in the Premises prior to or during the term hereof at the cost of the Lessee may be removed by the Lessee from the Premises upon the termination of this Lease. Further, the Lessee covenants and agrees, at its own cost and expense, to repair any and all damage to the Premises resulting from or caused by such removal.

**Capital Repairs.** The Parties agree that the Lessor shall be responsible for any capital repairs to the primary structure of the Premises, including repairs to the roof, walls, heating systems, fire suppression systems, below ground water systems, sewer systems, and windows, provided that said capital repairs are not the result of any actions or inactions by the Lessee which resulted in the need for said capital repairs to the Premises.

The Lessor agrees to notify the Lessee of any planned capital repairs to be made to the Premises.

Notwithstanding any provision of this Lease to the contrary, it is expressly agreed to by the Parties that the Lessor shall not be required to expend more than Twenty-five Thousand Dollars (\$25,000.00) cumulatively on capital repairs to the Premises in any one fiscal year (July 1 to June 30).

In the event that the Premises incurs a catastrophic capital impairment, defined as any event requiring the Lessor to expend greater than \$25,000 to remedy, Lessee agrees to work in good faith with the Lessor to come up with a mutually agreed upon plan to address said repairs over time.

## **11) Terms Related to Construction**

Lessee agrees to develop, at Lessee's sole expense, architectural and engineering plans for the boathouse to be constructed on the Premises required to meet specific needs of Lessee for Lessee's intended uses. Lessee shall be responsible for all design, bidding, financing and construction of the boathouse, renovation of the historic home to SHPO requirements, which all must conform to Federal and State ADA standards, as well as to any and all Zoning requirements, and Lessee shall obtain Lessor's (or Lessor's representative committee) written approval of all such plans and specifications prior to beginning any construction activity, which consent by Lessor (or representative committee) shall not be unreasonably withheld.

Construction shall not begin until Lessee provides satisfactory evidence of adequate funding to construct all anticipated improvements and structures to the Lessor (or representative committee) and the Lessor (or representative committee) has approved the commencement of construction in writing.

## **12) Modifications or Alterations**

Lessee may not make any capital improvements to the Premises that would prevent the premises from being capable of restoration to original (date of Lease approval) condition at the end of the Term, ordinary wear and tear excepted. Lessee may make capital improvements to the boat launch area and dock that are consistent with approved original design, as limited below. Lessee may not make capital improvements to the exterior of the boathouse, historic home, unless otherwise agreed to, in writing, by (a) the Lessee, and (b) The Lessor (or designated committee of). Capital improvements to the Premises that are fixtures shall become part of the Premises and subject to this Lease Agreement.

## **13) Indemnification and Insurance**

- a. Throughout the Term of this Lease, Lessee at its sole cost and expense, shall keep or cause to be kept in force, for the mutual benefit of Lessor and Lessee, comprehensive broad form commercial insurance against claims and liability for;
  1. Commercial General Liability - \$1,000,000.00 per occurrence
  2. Damage to rented premises - \$1,000,000.00 per occurrence
  3. Personal and ADV Injury - \$1,000,000.00 aggregate
  4. General Aggregate - \$3,000,000.00
  5. Products/Operations Completed - \$2,000,000.00
  6. Watercraft Liability - \$1,000,000.00
  7. Sexual Abuse Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate
  8. Automobile Liability - \$1,000,000.00 single limit
  9. Excess Liability - \$2,000,000.00
  10. Accident Medical Expense - \$25,000.00
  11. Workers Comp Statutory – Employer’s Liability \$500,000.00 Each Employee, \$500,000.00 Disease Policy Limit
- b. Original, completed Certificates of Insurance must be presented to the Lessor prior to contract issuance, and must name the Lessor (The Town) as an additional insured under the policy(s).
- c. To the extent permitted by law, Lessee agrees to indemnify, defend, and hold harmless Lessor, its employees, officers, officials, and board or commission members, including any of the foregoing sued as individuals, (collectively, the “Lessor Indemnified Parties”), against all proceedings, suits, actions, claims, or damages, injuries, awards, judgments, losses or expenses, including costs and reasonable attorney’s fees and defense costs, to the extent caused by or connected with the tenancy or occupancy of Demises Premises by Lessee, or its agents, employees, servants, subtenants and/or invitees. The Lessee’s obligations under this section shall not be limited in any way by any limitation on the amount or type of insurance coverage held by lessee.
- d. Lessee shall avoid any activity on the Premises which would invalidate or be in conflict with Lessor’s fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering the Premises and contents therein. Lessor will provide Lessee with a copy of any and all relevant insurance policies
- e. Lessee shall avoid any activity on the Premises which would cause Lessor’s rate for the insurance described herein to be increased. Lessor will provide Lessee with a list of any such activities. Lessee agrees to coordinate with Lessor’s risk manager to control activities prohibited under Town of Stonington umbrella policy.
- f. The Lessor agrees to indemnify, defend, and hold harmless Lessee, its employees, officers, officials, and board or commission members, including any of the foregoing sued as individuals, (collectively, the “Lessor Indemnified Parties”), against all proceedings, suits, actions, claims, or damages,

injuries, awards, judgments, losses or expenses, including costs and reasonable attorney's fees, to the extent caused by or connected with the public's use of MRBP concurrent with Lessee's activities.

**14) Non- discrimination**

The Lessee shall not discriminate against any member of the public desiring to use the Premises because of handicap, race, gender, religion, color, national origin, age, citizenship status, disability, sexual orientation, gender identity, veteran or marital status, and shall comply will all state, federal, and local antidiscrimination rules, regulations, and orders

**15) Compliance with laws**

The Lessee shall, at Lessee's expense, comply with all laws, ordinances, rules and regulations of all public authorities, including, but not limited to, the Lessor having any jurisdiction over the Premises or any part thereof. The Lessee, at its own expense, shall obtain and keep in effect all local, State and Federal licenses or permits which may be required by law to operate rowing activities on the Premises.

**16) Notices**

All notices to be given hereunder by either party shall be in writing and given by personal delivery to the Lessor or the Lessee, or shall be sent by ordinary mail addressed to the party intended to be notified at the address of such party last known to the party giving such notice and notice given as aforesaid shall be sufficient service thereof and shall be deemed given as of the date when deposited in any post office or in any post office box regularly maintained by the Federal Government.

To the Lessor:

Town of Stonington  
Attention: First Selectman  
152 Elm Street  
Stonington, CT

To the Lessee:

Stonington Community Rowing, Inc.  
Attention: Director of Rowing  
PO Box 241  
Stonington, CT

**17) Severability**

If any provisions of this lease are declared or found to be unenforceable, the balance of this lease shall be unaffected and remain in full force and effect.

**18) Entire Agreement**

Unless there is an additional written Use Agreement between the parties of this lease (which must be affixed hereto) this is the complete agreement between the parties. No oral or other representations not stated herein shall be enforceable. This agreement may only be modified by a written amendment, signed by both parties, and attached hereto.

**19) Choice of Law and Venue**

This Agreement shall be enforceable under the internal laws of the State of Connecticut. The parties further agree to be contractually bound to submit themselves to the personal jurisdiction of the courts of Connecticut. The parties further agree that disputes may be settled by any means outside of court proceedings, such as mediation, and agreement will be enforceable under internal laws of the State of Connecticut. The venue for any court proceeding shall be in the Judicial District of New London at New London, Connecticut, and each party waives any venue convenient forum, removal, jurisdiction, or other rights to the contrary

**20) Conclusion**

The Lessor covenants that the Lessee, on performing the covenants aforesaid, shall and may peacefully and quietly have, hold, and enjoy the Premises for the term aforesaid. The Covenants and agreements contained in the foregoing lease are binding upon the parties hereto and their respective successors, legal representatives, and

assigns. This instrument contains the entire agreement of the parties and may not be modified except by an agreement in writing signed by the parties of their respective successors in interest.

Wherefore, in witness whereof, the parties' signatories hereto each represent that s/he has the authority to bind the principals and has executed this Agreement as of the date first set forth above.

Lessor:  
First Selectman  
Town of Stonington

Lessee:  
President  
Stonington Community Rowing, Inc.

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# SCHEDULE "A" – Identification of "Premises"





## **SCHEDULE “B”**

### **Recommended Safe Practices between Lessee and the General Public while enjoying Mystic River Boathouse Park**

B.1) Lessee will appoint a safety committee that will develop, and annually review, all safety rules, protocols, and procedures IAW local ordinance and with the national governing body of the sport, USRowing. These responsibilities should include, but are not limited to:

- Safe practices to prevent incidents and accidents
- Procedures for responding to both on- and off-water emergencies
- Means for reporting and tracking injuries, incidents and equipment damage

B.2) Lessee will create and communicate an emergency action plan for both on and off the water, to be posted in a prominent location. Action plan will be reviewed annually and updated as necessary. Lessee will train rowing staff on emergency action plan.

B.3) Lessee will require staff to obtain and maintain current First Aid/CPR/AED certification.

B.4) Lessor will establish signage warning the general public that the space in MRBP designated as the “Premises” are reserved for rowing activities, and guests of the park are asked to heed the advice and warnings of coxswains when shells are being carried, launched, rigged, or cradled within the Premises of MRBP.

## **SCHEDLUE “C”**

### **Agreement between the Town of Stonington Mystic River Boathouse Park (Lessor) & Stonington Community Rowing, Inc. (SCRI) (Lessee) outlining responsibilities prior to and during construction.**

#### **Town of Stonington Responsibilities:**

**All the below responsibilities will be contingent on the Town of Stonington having the funds available and approved through the Town’s relevant appropriation processes.**

1. Geotechnical evaluation of the building sites including boring for the boathouse locations, provide boring information for use in the design and specifications of the house/ boathouse complex.
2. Provide Park master plan including final grading plan for house/ boathouse structures, as well as connections for docks and living shoreline.
3. Cost associated with SHPO survey of the house, finalize negotiations with SHPO, supply SHPO with any documentation needed for final approval of the house/park project
4. Demolition and removal of the shed including utilities and any remediation of the site under its location.
5. Relocation of the house including removing utilities and demolition of the porches, decks, and appendages as outlined by SHPO, and any remediation of the site under its location.
6. Fees for permitting of house, boathouse, and docks.
7. Site preparation for the house and boathouse foundation, excluding any driven piles if required for boathouse and hyphen structures.
8. New foundation for the house, including bringing utilities to the house location.
9. Backfill and grading for the house/boathouse structures including any drainage considerations.
10. Site work for the park including sidewalks, building egress, parking lot.
11. Providing a level area suitable for rigging on the west side of the boathouse building.
12. Remediation of the park and shoreline to a level outlined in the final Master Plan, such that SCRI can provide its programs with unobstructed access to the Premises.
13. Build public boat ramp and public dock.
14. Installation and ongoing utility cost for park related lighting.
15. Installation and maintenance of any SHPO required signage.
16. Any major capital improvements or reconstruction caused by natural disasters, floods, fires, freezes, vandalism, or changes requested by the town- limited to Town insurance coverage.

#### **SCRC “Stonington Community Rowing Inc. 501-3c” Responsibilities**

1. Finalize design program of boathouse and house.
2. Provide architectural construction drawings for house and boathouse complex for town and state review and approval.

3. Work with town officials to complete all zoning and permitting for house/boathouse structures.
4. Work with the town/SHPO to design house/ boathouse structures to include public bathroom access.
5. Manage the construction project for house interior and exterior build-out, all docks and boathouse complex construction.
6. Remediate asbestos as outlined in report(s) from Mystic Air Quality.
7. Renovate exterior of house following SHPO guidelines, while conforming to ADA and zoning requirements.
8. Build and install rowing dock attach to town provided location.
9. Outfit public restroom with durable tamper resistant fixtures commensurate with fixtures used elsewhere in the structure
10. Lessee shall require all contractors and sub-contractors, who perform work and/or services on the premises, to maintain the kinds and limits of insurance specified in section 13a and 13b of this agreement, indemnify the Town per section 13c of this agreement, and to name the Town as an additional insured, with no waiver of subrogation.
11. Provide insurance on the house/ boathouse structure during construction of the project up and until the buildings receive certificates of occupancy and are turned over to the Town.
12. Provide Builder's Risk insurance for the project during construction phase of the project.

# SCHEDULE "D"

Lessee 501c3 approval letter issued by the Internal Revenue Service



Department of the Treasury  
Internal Revenue Service  
Tax Exempt and Government Entities  
P.O. Box 2508  
Cincinnati, OH 45201

STONINGTON COMMUNITY ROWING CENTER INC  
PO BOX 241  
STONINGTON, CT 06378-0241

Date:  
07/09/2021  
Employer ID number:  
84-4915816  
Person to contact:  
Name: Alexander Henao  
ID number: 31887  
Telephone: 877-829-5500  
Accounting period ending:  
December 31  
Public charity status:  
509(a)(2)  
Form 990 / 990-EZ / 990-N required:  
Yes  
Effective date of exemption:  
March 24, 2021  
Contribution deductibility:  
Yes  
Addendum applies:  
No  
DLN:  
26053498004731

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Letter 947 (Rev. 2-2020)  
Catalog Number 35152P

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

*Stephen A. Martin*

Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements

**Letter 947 (Rev. 2-2020)**  
Catalog Number 35152P

# SCHEDULE "E"

## Lessee's Articles of Incorporation



### SECRETARY OF THE STATE OF CONNECTICUT

**CERTIFICATE OF INCORPORATION**  
NONSTOCK CORPORATION

<b>FILING PARTY</b> (CONFIRMATION WILL BE SENT TO THIS ADDRESS)	
<b>Name:</b> ELIZABETH LADWIG LEAMON <b>Address:</b> 10 SCHOOL ST STONINGTON <b>City:</b> STONINGTON <b>State:</b> CT <b>Zip:</b> 06378 <b>Country:</b> USA	FILING #0007257380 PG 1 OF 2 VOL E-00146 PAGE 1316 FILED ON 03/24/2021 12:33 PM SECRETARY OF THE STATE OF CONNECTICUT
<b>1. NAME OF CORPORATION:</b> STONINGTON COMMUNITY ROWING CENTER, INC.	
THE CORPORATION IS NONPROFIT AND SHALL NOT HAVE OR ISSUE SHARES OF STOCK OR MAKE DISTRIBUTIONS.	
<b>2. PLACE A CHECK NEXT TO THE APPROPRIATE STATEMENT:</b> <input checked="" type="checkbox"/> A. THE CORPORATION SHALL NOT HAVE MEMBERS. <input type="checkbox"/> B. THE CORPORATION SHALL ONLY HAVE MEMBERS, WHICH ARE NOT ENTITLED TO VOTE. <input type="checkbox"/> C. THE CORPORATION SHALL HAVE ONE CLASS OF MEMBERS. <input type="checkbox"/> D. THE CORPORATION SHALL HAVE MULTIPLE CLASSES OF MEMBERS WHICH CLASSES ARE DESIGNATED AS FOLLOWS: PLEASE NOTE: THE MANNER OF ELECTION AND APPOINTMENT OF MEMBERS ALONG WITH THEIR QUALIFICATIONS AND RIGHTS MAY BE SET FORTH IN THIS CERTIFICATE OR IN THE CORPORATION'S BYLAWS. PLEASE SEE C.G.S. § 33-1055 & - 1056.	
<b>3. NAICS CODE</b> 61 (Educational Services)	<b>NAICS SUB CODE</b> 611620 (Sports and Recreation Instruction)
<b>4.. APPOINTMENT OF REGISTERED AGENT:</b> (PLEASE SELECT ONLY ONE A. OR B.)	
<input checked="" type="checkbox"/> A. INDIVIDUAL'S AGENT NAME:ELIZABETH LADWIG LEAMON	
<b>BUSINESS ADDRESS</b> <b>Address:</b> 23 WOODLAND RD STE C-2 <b>City:</b> MADISON <b>State:</b> CT <b>Zip:</b> 06443 <b>Country:</b> USA	<b>RESIDENCE ADDRESS</b> <b>Address:</b> 10 SCHOOL ST <b>City:</b> STONINGTON <b>State:</b> CT <b>Zip:</b> 06378 <b>Country:</b> USA
<input type="checkbox"/> B: <b>BUSINESS ENTITY AGENT NAME:</b>	
<b>CT BUSINESS ADDRESS</b> <b>Address:</b> NONE <b>City:</b> <b>State:</b> <b>Zip:</b> <b>Country:</b>	
<b>ACCEPTANCE OF APPOINTMENT:</b> [This document has been executed and filed electronically] ELIZABETH LADWIG LEAMON <div style="text-align: center;"><b>SIGNATURE OF AGENT</b></div>	

**5. THE NATURE OF THE ACTIVITIES TO BE CONDUCTED OR THE PURPOSES TO BE PROMOTED BY THE CORPORATION:**

THE CORPORATION IS TO BE ORGANIZED AND OPERATED EXCLUSIVELY FOR EDUCATIONAL AND CHARITABLE PURPOSES WITHIN THE MEANING OF 501(C)(3) OF THE IRC OF 1986, AS AMENDED. THE PURPOSE OF THE CORPORATION IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH CORPORATIONS MAY BE FORMED UNDER THE CONNECTICUT REVISED NONSTOCK CORPORATIONS ACT AND SPECIFICALLY, TO OFFER AND OVERSEE ROWING PROGRAMS FOR PEOPLE OF ALL AGES.

**6. OTHER INFORMATION:**

NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF ANY DIRECTOR OR OFFICER OF THE CORPORATION, OR ANY PRIVATE INDIVIDUAL (EXCEPT THAT REASONABLE COMPENSATION MAY BE PAID FOR SERVICES RENDERED TO OR FOR THE CORPORATION). NO DIRECTOR OR OFFICER SHALL BE ENTITLED TO SHARE IN THE DISTRIBUTION OF ANY OF THE CORPORATE ASSETS UPON DISSOLUTION OF THE CORPORATION. IF THE CORPORATION DISSOLVES ALL REMAINING FUNDS AND ASSETS MUST BE USED EXCLUSIVELY FOR SECTION 501(C)(3) PURPOSES.

**7. CORPORATION EMAIL ADDRESS - REQUIRED:** (IF NONE, MUST STATE "NONE.")

JTHORNELL@STONINGTONCREW.ORG

**8. INCORPORATORS:**

Name of Incorporator	Address of Incorporator
ELIZABETH LADWIG LEAMON	<b>Address:</b> 10 SCHOOL ST <b>City:</b> STONINGTON <b>State:</b> CT <b>Zip:</b> 06378 <b>Country:</b> USA

**EXECUTION - REQUIRED:** (SUBJECT TO PENALTY OF FALSE STATEMENT) [This document has been executed and filed electronically]

Dated This 24 \_\_\_\_\_ Day Of March \_\_\_\_\_, 2021

NAME OF INCORPORATOR (print/type)	SIGNATURE (required)
ELIZABETH LADWIG LEAMON	ELIZABETH LADWIG LEAMON