

## **DECLARATION OF EASEMENT & PARKING LICENSE**

DECLARATION; entered into April 1, 2021, by and between Eric S1, LLC, a Connecticut limited liability company with an address at 119 & 141 Hebron Avenue, Glastonbury, Connecticut, as Grantor, and SBU, LLC, a Connecticut limited liability company with an address and place of business at 120 Hebron Avenue, Glastonbury, Connecticut, as Grantee.

WHEREAS, the Grantor wishes to provide the means whereby Grantee, for good and sufficient consideration, shall be able to comply with the parking requirements of the Town of Glastonbury Building and Zone Regulations regarding off-street parking, by placing in reserve parking spaces on property owned by it at 119 & 141 Hebron Avenue for use by Grantee, and is herein granting an easement over and across land more particularly described in Exhibit A attached hereto and made a part hereof, and for other purposes, as herein detailed; and WHEREAS, the Grantor is the owner of the property described in Exhibit A attached hereto and made a part hereof, which property shall hereinafter be sometimes called the Easement Area; and

WHEREAS, the Grantor desires to grant unto the Grantee, its successors and assigns, this Nonexclusive Easement over and across the Easement Area, and for other purposes, as herein detailed; and

WHEREAS, the Grantor wishes to grant to the Grantee, its successors and assigns, a License to use up to six (6) parking spaces under certain terms and conditions and with certain restrictions and limitations; and

WHEREAS, the parties hereto have agreed that the Grantor shall grant a Nonexclusive Easement unto itself, the Grantee and the other parties hereinbefore and hereinafter mentioned over and across the Easement Area, and a License for the use of up to six (6) parking spaces, for the uses and purposes hereinafter set forth subject to the reservations and conditions hereinafter contained; and

NOW, THEREFORE, in consideration of the sum of \$10 and other good and valuable consideration in hand paid by the parties hereto, each to the other, simultaneously with the execution and delivery of these presents, the receipt whereof is hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Grant.** The Grantor does hereby grant unto itself, the Grantee, and unto their servants, agents, employees, guests, licensees, assigns, and invitees, subject to the reservations and conditions hereinafter contained, a Nonexclusive Private Easement over and across the aforescribed Easement Area., and a License to park a minimum of six (6) cars, with the right to use an Additional Spaces as set forth in Paragraph 2 below, in designated spaces at Grantor's property known as 119 & 141 Hebron Avenue, Glastonbury.

Said Easement is to allow the Grantee to move over and across the aforescribed Easement Area, for the purpose of ingress into and egress from the parking spaces to which the License has been granted.

2. **Time Limitations, Additional Spaces, and No Conflict in Use.** The License herein granted is limited to the parking spaces along the south end of Grantor's property and is granted for the hours of 7:00 a.m. to 6:00 p.m. Mondays through Fridays, and 11:00 a.m. to 6:00 p.m. on Saturdays and Sundays. Grantor represents that these restrictions assure non-conflict in the use of the parking spaces to which the License has been granted.

3. **License Fees.** Grantee shall pay to Grantor the sum of \$500 per month as a License Fee for the grant of said License, said payment to be made on or before the first of each month without demand or notice from Grantor. Unless otherwise agreed in writing, every January 1 of each year of the License the License Fee will be increased by 3% over the previous calendar year's License Fee.

4. **Termination.** Said Easement and License shall exist, unless terminated in writing by an instrument executed by the parties or their successors or assigns, until December 31, 2031. In addition, upon failure of Grantee to make payment of the License Fee, such failure continuing for more than fifteen (15) days, Grantor may terminate the Easement and License by giving

written notice of its intention to terminate the Easement and License, with such notice becoming effective upon fifteen (15) days unless the Grantee pays in full all License Fees due. An affidavit filed pursuant to C.G.S. §47-12a reciting the failure to pay and the giving of notice as set forth hereinabove shall operate to terminate the interests herein granted.

5. **Reservation of rights.** The Easement and the right to use the Easement Area by the parties referred to above shall be Nonexclusive. The Grantor hereby retains, and shall have the right to the use of the Easement Area, and the right to grant to other parties and property owners the right to use the Easement Area for ingress and egress, and service, and for other uses, provided such other uses shall not unreasonably interfere with the use of the Easement Area of the parties referred to in paragraph 1 above. The Grantor reserves, and shall have the right to install, connect, and maintain, from time to time, in the Easement Area, sewer, gas, water and electric lines and pipes, telephone lines and conduits, poles and wires, and all utility lines and mains, and to use the Easement Area for other purposes, provided such uses for other purposes shall not unreasonably interfere with the use of the Easement Area by the parties referred to in paragraph 1 above entitled to the use thereof. Grantor may promulgate rules and regulations governing the use of the Easement Area and licensed parking spaces by Grantee, its servants, agents, employees, guests, licensees, assigns, and invitees.

6. **Relocation.** The Grantor reserves and shall have the right, from time to time, to relocate all or a portion of the Easement Area as same may exist, from time to time, and to widen all or a portion of the Easement Area, as well as to designate other or substitute parking spaces under the License.

7. **Other Uses.** The Grantor reserves, and shall have the right, from time to time to:

- (a) Utilize the Easement Area, as the same may exist from time to time, for purposes of beautification of the surrounding areas, and other properties owned by the Grantor; and
- (b) Utilize the Easement Area, as the same may exist from time to time, for installation thereof of directional signs, and for promenades, landscaped and grassed areas, street lighting and other like improvements, as the same may be constructed or placed thereupon, from time to

time, in the sole discretion of the Grantor;

Provided, however, that the exercise of the rights reserved by the Grantor shall not unreasonably interfere with the use of the Easement Area and Licensed parking spaces by the parties entitled to the use thereof.

8. **Additions.** The Grantee shall not place or construct any obstruction, permanent or temporary in nature, in the Easement Area or make any additions or improvement to the Easement Area without the prior written consent of the Grantor.

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

ERIC S1, LLC

\_\_\_\_\_  
By \_\_\_\_\_  
Allan H. Schwartz, Member  
Duly Authorized

SBU, LLC

\_\_\_\_\_  
By \_\_\_\_\_  
Evan Z. Schwartz, Member  
Duly Authorized

STATE OF CONNECTICUT )  
 )  
COUNTY OF HARTFORD )

ss: \_\_\_\_\_, 2020

Personally appeared Allan H. Schwartz, Member of Eric S1, LLC, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, and the free act and deed of Eric S1, LLC before me.

\_\_\_\_\_  
Notary Public/  
Commissioner of the Superior Court

STATE OF CONNECTICUT )  
 )  
COUNTY OF HARTFORD )

ss: \_\_\_\_\_, 2020

Personally appeared Evan Z. Schwartz, Member of SBU, LLC, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, and the free act and deed of SBU, LLC, before me.

\_\_\_\_\_  
Notary Public/  
Commissioner of the Superior Court