

EASEMENT AGREEMENT FOR PARKING SPACES

EASEMENT AGREEMENT entered into May __, 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 of PO Box 733, 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 ten (10) 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 ten (10) 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 to park a maximum of ten (10) cars,.

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 Easement has also 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 9:00 a.m. to 7:00 p.m. Mondays through Fridays, and 9:00 a.m. to 4:00 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. **Termination.** Said Easement and License shall exist and continue in effect unless terminated in writing by an instrument executed by the parties or their successors or assigns, which writing shall be recorded on the Glastonbury Land Records,

4. **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.

5. **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.

6. **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.

7. **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 _____
Allan H. Schwartz, Member
Duly Authorized

STATE OF CONNECTICUT)

)
COUNTY OF HARTFORD)

ss: _____, 2021

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)

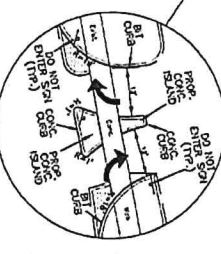
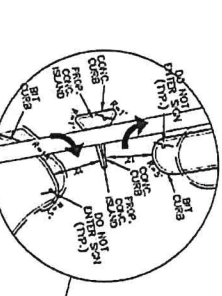
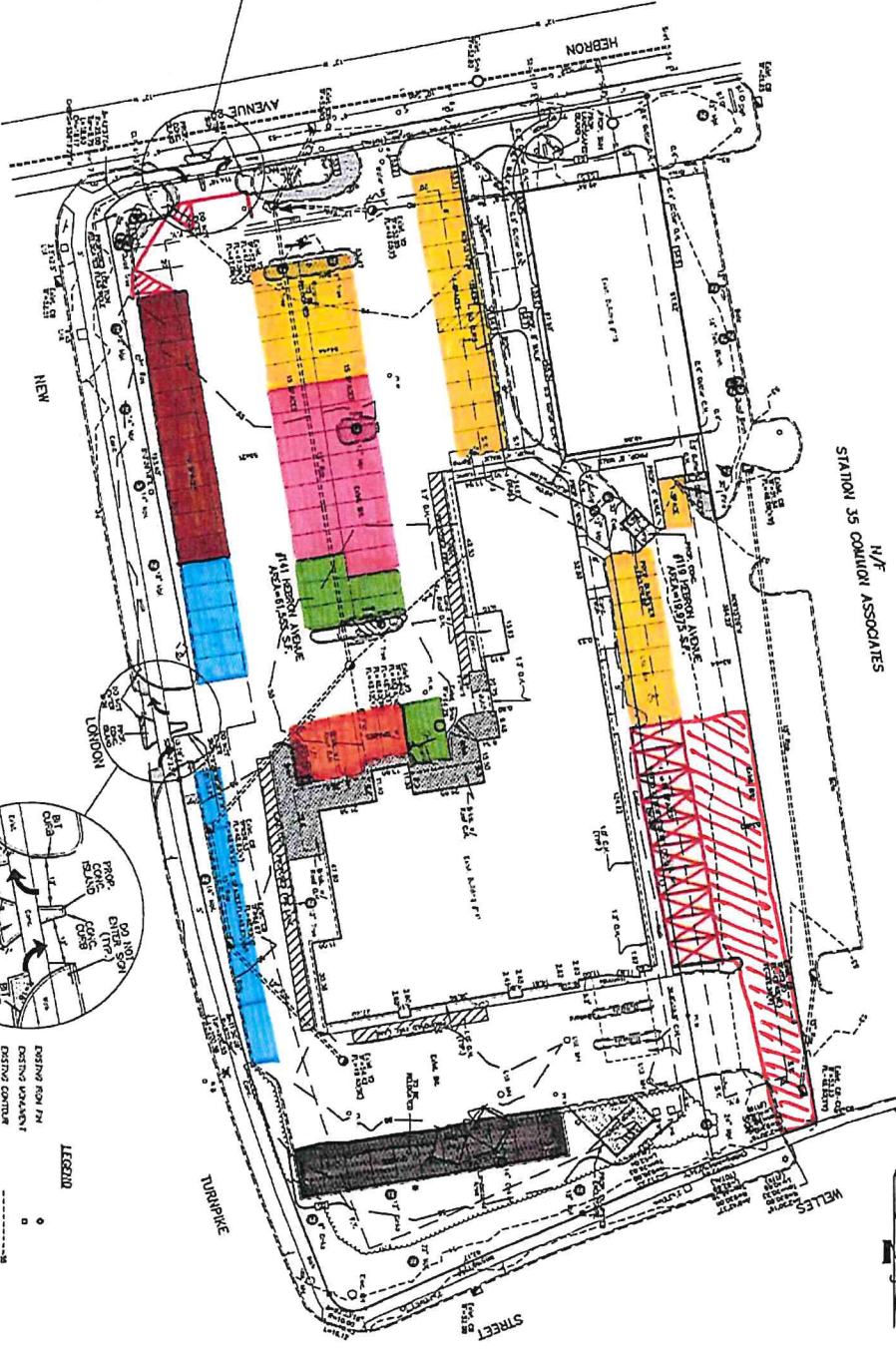
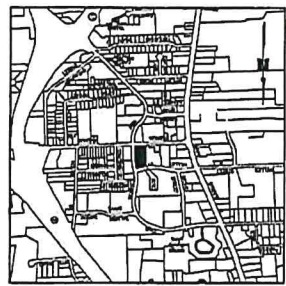
)
COUNTY OF HARTFORD)

ss: _____, 2021

Personally appeared Allan H. 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

EXHIBIT A—EASEMENT AREA



PROPOSED NO LEFT TURN SIGN ON SOUTH SIDE OF HEBRON AVENUE, APPROX 100' FROM DRIVEWAY.

PROPOSED NO LEFT TURN SIGN ON WEST SIDE OF NEW LONDON STREET, APPROX 100' FROM DRIVEWAY.

PROPOSED NO LEFT TURN SIGN ON WEST SIDE OF TURPIN STREET, APPROX 100' FROM DRIVEWAY.

PROPOSED NO LEFT TURN SIGN ON WEST SIDE OF NEW LONDON STREET, APPROX 100' FROM DRIVEWAY.

PROPOSED NO LEFT TURN SIGN ON WEST SIDE OF TURPIN STREET, APPROX 100' FROM DRIVEWAY.

ZONING & PARKING TABLE

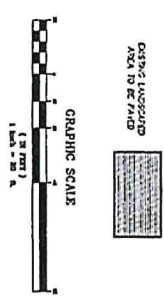
ZONE: TOWN CENTER

TABLE 1: ZONING & PARKING TABLE

ACTIVITY	MINIMUM SPACES	MAXIMUM SPACES
RESIDENTIAL	1	2
OFFICE	1	2
RETAIL	1	2
RESTAURANT	1	2
BAR	1	2
THEATER	1	2
CONCOURSE	1	2
STADIUM	1	2
AMPHITHEATER	1	2
SKATING RINK	1	2
BOAT RAMP	1	2
RECREATION	1	2
OTHER	1	2

LEGEND

- EXISTING BUILDING
- PROPOSED BUILDING
- EXISTING DRIVEWAY
- PROPOSED DRIVEWAY
- EXISTING PARKING
- PROPOSED PARKING
- EXISTING EASEMENT
- PROPOSED EASEMENT
- EXISTING FENCE
- PROPOSED FENCE
- EXISTING SIGN
- PROPOSED SIGN
- EXISTING LIGHT
- PROPOSED LIGHT



ALL EXISTING LIGHTS AND SIGNS TO BE REMOVED (SEE DETAILS)

EASEMENT AREA

EXHIBIT A