

## **EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, That the **TOWN OF STONINGTON**, a municipal entity having its territorial limits within the County of New London, and State of Connecticut, acting herein by its Selectmen duly authorized and empowered to act in these presents by vote of a town meeting of the Town of Stonington, properly warned and held \_\_\_\_\_, 2014, for a nominal consideration received to its full satisfaction of **VAN DONGEN ENTERPRISES, LLC**, a Connecticut Limited Liability Company, does hereby give and grant to the said **VAN DONGEN ENTERPRISES, LLC**, its successors and assigns, a perpetual right and easement for ingress and egress to cross on foot and with vehicles from Washington Street over land of the Grantor, as the driveway now exists, all that tract of land as shown on a map entitled "Easement at 135 West Broad Street" attached hereto, being more particularly bounded and described as follows:

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

Beginning at a point, which is the northwest corner of land, now or formerly of Michael A. Simeone and Anne M. Simeone and the southwest corner of land now or formerly of the Town of Stonington; thence running northerly along the easterly line of Washington Street twenty one (21) feet, more or less, to a fence post, thence running easterly along a chain link fence one hundred forty six (146) feet more or less to a point; thence running southerly twenty one (21) feet more or less to a point, which point is the northeasterly corner of land now or formerly of Van Dongen Enterprises, LLC; thence running westerly by and along land of said Van Dongen Enterprises, LLC and land now or formerly of Michael A. Simeone and Anne M. Simeone one hundred forty six (146) feet more or less to the point and place of beginning.

This Grant of an easement is executed and delivered and the said easement is granted upon the following conditions:

1. The Grantee agrees to save the Grantor harmless against any and all claims for damages due to, or arising out of the use of said premises under the terms of this easement, and to provide liability insurance covering the leased premises in such amounts, and with such terms as may be reasonably required by the Grantor acting by its Board of Selectmen.
2. The rights granted herein shall not be construed to interfere or restrict the Grantor, its successors and assigns, the use of the easement premises, provided such use does not disturb or interfere with the rights conveyed herein.
3. The grant of this easement is a covenant running with the lands of the Grantor and binding upon the Grantor, its successors and assigns, and all future owners of occupants of said lands.

4. All work done pursuant to this easement shall be done at Grantee's sole cost and expense. Grantee shall keep the Grantor's property free of mechanics and materialmens liens arising out of any work done by Grantee or its agents, employees or contractors on Grantor's property and will indemnify and hold harmless Grantor and Grantor's mortgagees and tenants from any loss, cost or damage arising out of any such work.

5. Grantee shall obtain all necessary permits and approvals prior to commencing any of such work, will do any work permitted by this easement in a good and workmanlike manner and will promptly restore the Grantor's property to the condition it was in prior to performance of any work permitted hereby. Grantee shall give prior written notice to Grantor of any proposed excavation except in case of emergency posing a safety hazard in which event notice will be given as soon as possible. Grantee agrees that no excavation will be performed between November 15<sup>th</sup> and December 31<sup>st</sup> without Grantor's prior written consent except in case of emergency posing a safety hazard in which event notice will be given as soon as possible.

TO HAVE AND TO HOLD the premises unto the Grantee, its successors and assigns for the uses and purposes herein described.

**IN WITNESS WHEREOF** the said Town of Stonington, has caused these presents to be executed in its name and behalf by its Selectmen, Edward Haberek, Jr., George Crouse, and Rob Simmons, duly authorized and empowered to act in these presents and its seal to be hereto affixed and attested to by \_\_\_\_\_, the undersigned officer, this \_\_\_\_ day of November, 2014.

Signed, Sealed and Delivered  
In the presence of:

TOWN OF STONINGTON BY ITS  
SELECTMEN

\_\_\_\_\_  
Edward Haberek, Jr.

\_\_\_\_\_  
George Crouse

\_\_\_\_\_  
Rob Simmons

STATE OF CONNECTICUT )

) Stonington

November \_\_, 2014

COUNTY OF NEW LONDON )

Personally appeared Edward Haberek, Jr., George Crouse, and Rob Simmons, Selectmen of the Town of Stonington, signers and sealers of the foregoing instrument and acknowledged the same to be their free act and deed as Selectmen of said Town of Stonington and the free act and deed of said Town, before me.

\_\_\_\_\_  
Notary Public

My commission expires: