

FAIC
600 Summer St
STAMFORD CT 06901



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BK 1183 PG 1009-1014

SIDEWALK EASEMENT AGREEMENT

KNOW YE that **BRANFORD MANOR PRESERVATION, LIMITED PARTNERSHIP**, a New York limited partnership with a business address of 60 Columbus Circle, New York, New York ("**Grantor**"), for a good and valuable consideration received to its full satisfaction from the **CITY OF GROTON**, a municipal corporation organized by charter of the State of Connecticut and having its territorial limits within the County of New London in said State (the "**City**"), does hereby give, grant, bargain, sell and confirm unto the City, its successors and assigns, forever, the right, privilege and permanent easement to construct, install, use, operate, maintain, repair, inspect, replace and relocate a public sidewalk upon and across those certain pieces or parcels of land situated on the northeastly side of Shennecossett Road in the City of Groton, County of New London and State of Connecticut, and shown as "EASEMENT TO BE RECORDED IN FAVOR OF THE CITY OF GROTON FOR THE PURPOSES OF INSTALLATION AND MAINTENANCE OF SIDEWALK" (the "**Easement Area**") on a map entitled "Existing Access Easement, Access & Sidewalk Easement to be Recorded on 400 Shennecossett Road, Groton, Connecticut, Prepared for Branford Manor Preservation, L.P., a New York Limited Partnership", sheet 5 of 7, which map was prepared by Accurate Land Surveying, LLC (the "**Map**"), which Map is or will be on file in the office of the Town Clerk of the Town of Groton, and being more particularly described in **Schedule A** attached hereto and made a part hereof.

Said easement shall include the full and perpetual right and privilege for the City to trim trees and bushes within the Easement Area and to perform other work within the Easement Area necessary or convenient for the construction, maintenance, inspection, use, operation, repair, replacement or protection of a public sidewalk, including, without limitation, the right to relocate (in accordance with all applicable laws) any existing stone wall within the Easement Area to adjacent land of the Grantor outside the Easement Area, subject to the terms and conditions of this Sidewalk Easement Agreement. In the event that it shall be reasonably necessary for the City to remove any tree or landscaping from the Easement Area, the City, at the City's sole cost and expense, shall relocate or replace such tree or landscaping with a comparable type of tree or comparable type of landscaping, as applicable, in an area (subject to Grantor's prior reasonable approval) within or adjacent to the Easement Area.

By accepting and recording this Sidewalk Easement Agreement, the City has the right, but not the obligation, to construct a public sidewalk within the Easement Area and nothing herein shall require the City to maintain the Easement Area, except that after construction of a public sidewalk, the City shall maintain the public sidewalk situated within the Easement Area in good order and repair. Nothing herein shall relieve Grantor of its responsibility for the removal and abatement of snow and ice from the public sidewalk in accordance with City ordinances.

The City shall, at the City's sole cost and expense, (i) repair any damage to the Grantor's property caused by the City, its agents, contractors, successors or assigns, in connection with any of its activities pursuant to this easement, including, but not limited to, the installation and repair of equipment or facilities and (ii) restore any disturbed areas of the Easement Area and Grantor's property to a condition similar to the condition it was in before the City's entry. The City's restoration obligation hereunder shall include, without limitation, the relocating and rebuilding,

at the City's sole cost and expense and in accordance with all applicable laws, of any stonewall removed from within the Easement Area to an area on Grantor's property adjacent to the Easement Area, as Grantor may reasonably approve. The City shall provide written notice to Grantor before performing any work within the Easement Area which will interfere with the Grantor's access to the Easement Area or to other land of the Grantor; provided, however, that no prior notice shall be required in the event of an emergency, in which case the City shall notify Grantor in writing promptly thereafter.

The Grantor reserves to itself, its tenants, successors and assigns, the right to continue to use the Easement Area for any uses and purposes which do not unreasonably interfere with the use thereof by the City, its successors and assigns, in fulfilling the purposes for which this easement is granted.

The rights, obligations, restrictions and covenants of the parties hereunder shall run with the land and shall be binding upon the parties, their successors and assigns, in perpetuity.

The parties, for themselves and their successors and assigns, hereby consent and agree that the Superior Court of the State of Connecticut and the United States District Court for the District of Connecticut shall have exclusive jurisdiction to hear and determine any disputes or claims arising out of this Easement Agreement.

The Easement Area is conveyed subject to such rights and easements as appear of record and to any and all provisions of any ordinance, municipal regulation or public or private law.

TO HAVE AND TO HOLD the Easement Area for the purpose aforesaid unto the City, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor and the City have caused to be set their hands and seals this 31st day of May, 2017.

WITNESSED BY:

GRANTOR:

BRANFORD MANOR PRESERVATION,
LIMITED PARTNERSHIP,
a New York limited partnership

By: BRANFORD MANOR PRESERVATION GP,
LLC,
a New York limited liability company, its sole
general partner

Georgina Cook
Name:

By: Matthew Finkle

[Signature]
Name:

Name: Matthew Finkle

Title: Vice President

STATE OF New York)
) ss.
COUNTY OF New York)

May 22, 2017

On this 22 day of May, 2017, before me, the undersigned officer, personally appeared Matthew Finkle, Vice President of BRANFORD MANOR PRESERVATION GP, LLC, general partner of BRANFORD MANOR PRESERVATION, LIMITED PARTNERSHIP, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed in such capacity and the free act and deed of BRANFORD MANOR PRESERVATION GP, LLC, general partner of BRANFORD MANOR PRESERVATION, LIMITED PARTNERSHIP, and of the limited partnership, before me.

Georgina C. Cook
Notary Public

GEORGINA C. COOK
Notary Public - State of New York
No. 01CO6325074
Qualified in New York County
My Commission Expires May 18, 2019

WITNESSED BY:

CITY:

CITY OF GROTON

Heidi Comeau

Name: Heidi Comeau

Mary Hill

Name: Mary Hill

By: Keith Hedrick

Name: Keith Hedrick

Title: Mayor

STATE OF Connecticut)
COUNTY OF New London) ss.

May 25, 2017

On this 25 day of May, 2017, before me, the undersigned officer, personally appeared Keith Hedrick, Mayor of the CITY OF GROTON, a municipal corporation organized by charter of the State of Connecticut, who acknowledged himself to be the person whose name is subscribed to the within instrument and acknowledged that he, being duly authorized to do so, executed the same as the Mayor of the CITY OF GROTON, for the purposes therein contained as his free act and deed and said limited liability companies' free act and deed.

VALERIE KOSCHMIEDER
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2019

Valerie Koschmieder
Notary Public

SCHEDULE A

Metes and Bounds description of the Sidewalk Easement at the Northwest corner of 400 Shennecossett Rd., Groton, CT

Beginning at a point on the Easterly street line of Shennecossett Rd. at the Northerly street line of Branford Ave. (Private), being the point of beginning of the parcel herein described;

Thence along said Easterly street line, S 5° 59' 44" E for a distance of 302.31';
Thence S 15° 53' 07" E for a distance of 58.84';
Thence S 26° 16' 07" E for a distance of 95.95' to a point on said Easterly street line;
Thence N 23° 17' 11" E for a distance of 95.53';
Thence N 17° 49' 53" W for a distance of 58.30';
Thence N 5° 59' 44" E for a distance of 302.01' to a point on Northerly street line of Branford Ave.;
Thence S 83° 55' 13" W for a distance of 3.00' to the point of beginning.

Said described parcel contains 1,379 square feet (0.032 acres).

Metes and Bounds description of the Sidewalk Easement at the angle point on the Easterly street line at the mid point of said street line along 400 Shennecossett Rd., Groton, CT

Beginning at a point on the Easterly street line of Shennecossett Rd. at the angle point of said street line at the mid point along 400 Shennecossett Rd., being the point of beginning of the parcel herein described;

Thence along said Easterly street line, N 11° 38' 37" W for a distance of 46.67' to a point;
Thence along a curve turning to the left, having a radius of 85.00 feet, an arc length of 85.37', a delta angle of 57°32'35", and whose long chord bears S 40°24'54" E for a distance of 81.82 to the Easterly street line of Shennecossett Rd.;
Thence N 69° 11' 12" W for a distance of 46.67' to the point of beginning.

Said described parcel contains 339 square feet (0.008 acres).

Metes and Bounds description of the Sidewalk Easement at the Southeast corner of 400 Shennecossett Rd., Groton, CT

Beginning at a point on the Easterly street line of Shennecossett Rd. at the Southeasterly street line of Branford Ave. (Private), being the point of beginning of the parcel herein described;

Thence along said Easterly street line, N 67° 20' 07" W for a distance of 185.27' to a point;
Thence N 22° 39' 53" E for a distance of 1.00';
Thence S 67° 20' 07" E for a distance of 185.27' to a point on the Southeasterly street line of Branford Ave.;
Thence along said street line S 22° 47' 14" W for a distance of 1.00' to the point of beginning.

Said described parcel contains 185 square feet (0.004 acres).

Received for Record at Groton, CT
On 05/31/2017 At 1:45:20 pm

Attest: Betsy Moukawsher, Town Clerk