

Record and return to:  
Salisbury Housing Committee  
34 Cobble Road  
Salisbury, Connecticut 06068

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Easement Agreement") is made this 16<sup>th</sup> day of February, 2023, by the **TOWN OF SALISBURY, CONNECTICUT**, a Connecticut municipality with offices at 27 Main Street, Salisbury, Connecticut 06068 ("Grantor"), and **SALISBURY HOUSING COMMITTEE, INC.**, a Connecticut non-stock corporation with an address of 34 Cobble Road, Salisbury, Connecticut 06068 ("Grantee").

Grantor is the owner of a parcel of land (the "Easement Area") shown as "PROPOSED RIGHT OF WAY & UTILITY EASEMENT 0.303± ACRES 13,200 S.F." on a map entitled "MAP PREPARED FOR TOWN OF SALISBURY RAILROAD STREET SALISBURY, CONNECTICUT SCALE 1" = 40' OCTOBER 24, 2022 TOTAL AREA = 0.303 ± ACRES" prepared by Mathias M. Kiefer, L.L.S. # 16101 from the office of Lamb Kiefer Land Surveyors (Salisbury, Connecticut), which map has been or will be recorded in the Land Records of the Town of Salisbury.

Grantee is the owner of a parcel of land (the "SHC Parcel") shown as "5.317± Acres 231,598 S.F." on a map entitled "MAP PREPARED FOR JAMES VAN B. DRESSER, JR., OFF OF RAILROAD STREET, SALISBURY, CONNECTICUT, SCALE 1" = 40', APRIL 21, 2014, TOTAL AREA = 5.317± ACRES" prepared by Mathias M. Kiefer, L.L.S. # 16101 from the office of Lamb Kiefer Land Surveyors LLC, Salisbury, Connecticut, which map has been or will be recorded in the Land Records of the Town of Salisbury.

Subject to all covenants, restrictions, easements, other matters of record, and applicable laws, Grantor does hereby grant unto Grantee a conditional easement (the "Easement") over the Easement Area for all purposes for which a public highway may be used, including laying utilities and as a means of ingress and egress to and from the SHC Parcel.

The Easement is granted subject to the following conditions:

1. The Easement shall become effective only upon the issuance of all required land use and other governmental approvals for the development of the SHC Parcel for affordable housing, with the development not to exceed 20 units. Upon satisfaction of this condition, the parties agree to make a second filing, in form and content mutually acceptable to both parties, on the Town of Salisbury Land Records indicating the effective date of the Easement.
2. The Easement is granted solely for the purpose of developing the SHC Parcel for affordable housing, with the development not to exceed 20 units, and shall not be effective for any other purpose.
3. The Easement is non-transferable and will automatically, without any further action by any party, terminate if the SHC Parcel is sold or otherwise transferred to any other party or is used for any purpose other than affordable housing, with the development not to exceed 20 units. Grantor and Grantee may agree, in the sole discretion of each party, to revise this condition to allow a transfer of ownership to an entity that

will own and operate the housing and in which the Grantee has a continuing interest. In the event that Grantor and Grantee agree on such a revision, an instrument evidencing the revision shall be filed on the Town of Salisbury Land Records.

4. Prior to conducting or permitting any material work in or to the Easement Area, Grantee shall provide ten (10) days' advance notice to Grantor of the work to be performed, shall provide Grantor with information requested by Grantor relative to the work and shall obtain Grantor's approval of the proposed work, such approval not to be unreasonably withheld, conditioned or delayed.
5. Grantee agrees that any activities of the Grantee taken hereunder shall be undertaken in a good, safe, workmanlike and lien-free manner. If a mechanic's lien is placed on the Easement Area due to the activities of the Grantee, Grantee shall promptly discharge or bond off the same. If any mechanic's, laborer's, materialman's, statutory or similar lien is filed or otherwise imposed on or against all or any part of the Easement Area by reason of any work, labor or services performed or claimed to have been performed at the Easement Area for the account of Grantee or any person claiming under Grantee or by reason of any materials furnished or claimed to have been furnished to the Easement Area for the account of Grantee or any person claiming under Grantee, then Grantee shall, at its expense, cause that lien to be vacated or discharged by payment, deposit, bond, final order of a court of competent jurisdiction or otherwise.
6. Grantee shall be responsible for and shall pay all expenses incurred in connection with its use, maintenance, repair, construction or replacement of improvements in the Easement Area pursuant to this Easement. Grantee agrees by acceptance hereof that Grantor shall have no responsibility whatsoever for the maintenance, repair or replacement of the Easement Area or any improvements therein, all of which shall be the sole responsibility of Grantee. Grantee agrees to promptly and expeditiously restore the land within or about the Easement Area to as nearly its present condition as possible and to similarly restore the land at any time that it is necessary to disturb the surface thereon in connection with servicing, repairing or replacing of any drive in the Easement Area.
7. Grantee covenants at all times to indemnify and save harmless Grantor from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to attorneys' and other professional fees and expenses, resulting from or relating to (i) the use of the Easement Area by Grantee, its contractors, subcontractors, agents, invitees or other designees, or (ii) the failure by Grantee, its contractors, subcontractors, agents, invitees or other designees to comply with all applicable federal, state and local laws as the same relate to the use of the Easement Area.
8. During the period of time in which it holds this Easement, Grantee shall maintain, at its sole cost, on an occurrence basis, commercial general liability insurance, with a combined single limit of not less than [\$2,000,000.00] per occurrence for general liability, personal injury and property damage, insuring Grantee and any person or entity with access to the Easement Area pursuant to this Easement on behalf of Grantee, against any injuries or damages to persons or property that may result from or are related to such parties' respective entry upon the Easement Area. All such

policies shall name Grantor as additional insured and shall be issued by companies authorized to issue such policies in the State of Connecticut and shall be issued by an insurance company with an A.M. Best rating of no less than A-VIII. Prior to commencing any work, Grantee shall provide evidence of such insurance which states that such policies of insurance cannot be cancelled or terminated without thirty (30) days advance written notice to Grantor. Grantee shall cause Grantor to be named as an additional insured on all policies of liability insurance maintained by Grantee's general contractor relating to the construction of any improvements in the Easement Area and for which Grantee is an additional insured, and Grantee shall provide evidence of such coverage to Grantor prior to commencement of construction or work within the Easement Area.

9. Grantee hereby releases and discharges Grantor and its officials, employees, agents, servants, and all others acting by, through or in concert with Grantor from any and all liabilities, debts, demands, actions, causes of action, rights, obligations, suits, dues, sums of money, accounts, bonds, bills, covenants, contracts, controversies, agreements, promises, doings, omissions, variances, damages, judgments, demands, executions, costs and expenses (including without limitation attorneys' fees) and any and all other claims, counterclaims, cross-claims and third-party claims of whatever kind, nature and description whatsoever, contingent or fixed, known or unknown, suspected or unsuspected, in law, equity, admiralty or otherwise, arising out of or in any way related to this Easement or the exercise of any of the rights granted herein.
10. This Easement confers no right unto Grantee to access lands owned by Grantor that are located outside of the Easement Area.
11. This Easement may not be amended, altered, modified, or extended except by a written instrument signed by Grantee and Grantor.
12. Any waiver or failure to enforce any provision of this Easement in a particular situation shall not be a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation or of any other provision of this Easement. The failure of any party to enforce any provision herein contained shall in no event be a waiver of the right to do so thereafter nor of the right to enforce any other provision.

**(Remainder of Page Left Blank – Signatures on Next Page)**

**GRANTEE:**

SALISBURY HOUSING COMMITTEE, INC.

Witness

*[Signature]*  
Print Name: EMILY D. VAIL

By: *[Signature]*  
Name: PETER HALLE  
Title: PRESIDENT

*[Signature]*  
Print Name: JAMES P. MARSH

STATE OF CONNECTICUT                    )  
  )  
COUNTY OF LITCHFIELD                )        ss:

On this the 16<sup>th</sup> day of February, 2023, before me, the undersigned notary public personally appeared Peter Halle, who acknowledged himself/herself to be the President of Salisbury Housing Committee, Inc., a non-stock corporation, and that he/she as such officer, being duly acknowledged to do so, executed the foregoing instrument for the purposes contained herein by signing the name of the Salisbury Housing Committee, Inc. by himself/herself as such officer as his/her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand.

*[Signature]*  
Commissioner of the Superior Court/  
Notary Public  
My commission expires:

 Emily D. Vail  
Notary Public, State of Connecticut  
My Commission Expires February 28, 2026

IN WITNESS WHEREOF, Grantor and Grantee have signed and sealed these presents as of the day and year first written above.

Witness

  
Print Name: EMILY D. VAIL

  
Print Name: Alicia D. March

**GRANTOR:**


TOWN OF SALISBURY, CONNECTICUT


By   
Name: Curtis G. Rand  
Title: First Selectman

STATE OF CONNECTICUT )  
  )    ss:  
COUNTY OF LITCHFIELD )

On this the 16<sup>th</sup> day of February, 2023, before me, the undersigned notary public personally appeared Curtis G. Rand, who acknowledged himself/herself to be the First Selectman of the Town of Salisbury, Connecticut, personally known to me to be the person whose name is signed on the preceding document and acknowledged to me that he/she signed it voluntarily for its stated purpose.

IN WITNESS WHEREOF, I hereunto set my hand.

  
Commissioner of the Superior Court/  
Notary Public  
My commission expires:

 Emily D. Vail  
Notary Public, State of Connecticut  
My Commission Expires February 28, 2026