

When Recorded Return to:

Mark J. Capecelatro, LLC  
P.O. Box 1045  
Canaan, Ct 06018

### GRANT OF EASEMENT

KNOW ALL MEN by these presents that The Town of Salisbury, a municipal corporation having its territorial limits within the County of Litchfield and State of Connecticut, acting herein by Curtis G. Rand, its First Selectman, duly authorized, (hereinafter referred to as "Grantor") for the payment of the sum of Ten Thousand and 00/100<sup>th</sup> dollars (\$10,000.00) the receipt and sufficiency of which is hereby acknowledged, does hereby grant to James H. Cohan and Jane S. Cohan whose address is 35 Prospect Park West, Brooklyn, NY 11215 (hereinafter collectively referred to as "Grantee"), an easement for the purposes of maintaining, repairing and replacing the stone retaining wall, fill and plantings and other improvements currently existing on the following described piece or parcel of land:

All that certain piece or parcel of land lying contiguous to the easterly boundary of lands of the Grantee located at 331 Housatonic River Road, in the Town of Salisbury, County of Litchfield and State of Connecticut (hereinafter referred to as the "Easement Area") more particularly bounded and described as follows:

Beginning at an existing MagNail in a corner of stone walls which MagNail marks the northeasterly corner of lands of Grantee herein and the southeasterly corner of lands now or formerly of Beatrice Vann; proceeding thence along the easterly line of lands of Grantee South 02 degrees 48 minutes 44 seconds West 110.00 feet to an existing iron pin; proceeding thence South 02 degrees 48 minutes 44 seconds West 15.269 feet to an existing iron pin marking the southeasterly corner of lands of Grantee and a corner of lands of FirstLight Hydro Generating Company. Proceeding thence South 86 degrees 07 minutes 02 seconds East 12 feet to a point; proceeding thence in a line parallel to and 12 feet distant from the above described easterly line of lands of Grantee approximately 125.269 feet more or less to a point which point is located South 76 degrees 26 minutes 13 seconds East 12 feet from the existing MagNail in a corner of stone walls marking the northeasterly corner of lands of Grantee; proceeding thence North 76 degrees 26 minutes 13 seconds West 12 feet, more or less, to the MagNail in a corner of stone walls marking the point and place of beginning.

Reference is hereby made to a map entitled "SKETCH PREPARED FOR JAMES H. COHAN & JANE S. COHAN #331 HOUSATONIC RIVER ROAD MAY 17, 2021 1"=10'" which map was prepared by the office of Lamb-Kiefer Land Surveyors, LLC and is attached hereto and made a part hereof as Exhibit A.

Any and all costs of installation, maintenance, operation and repair of the stone retaining wall, fill and plantings within said Easement Area shall be at the sole cost of the Grantee and after making any such repairs, replacements or performing such maintenance, Grantee shall restore the Easement Area to a neat and presentable condition at Grantee's sole cost and expense.

Safe,

The granting of this easement shall not preclude the Grantor, Grantor's successors and assigns, from using said Easement Area for all lawful purposes so long as such use does not interfere with the purposes and uses herein set forth. By the acceptance hereof, the Grantee hereby specifically agrees that the granting of said easement does NOT allow Grantee to expand the stone wall, fill or add any additional plantings in any other portion of the Easement Area.

*fencing pavement barricades structures or*

The Grantee agrees to indemnify and hold the Grantor harmless from and against any claims, liabilities, damages, losses, costs or expenses (including reasonable attorney's fees) arising from or in any way connected with the Grantee's use of the Easement Area as granted hereunder or the use by the Grantee's invitees, agents or guests of the Easement Area granted hereunder which shall include, but not be limited to any claim for damage to or loss of personal property or personal injury suffered any person within the Easement Area..

*or death*

PROVIDED, HOWEVER, that in the event that the Town of Salisbury Board of Selectmen, acting within the scope of the powers granted to them pursuant to the provisions of Connecticut General Statutes Section 7-12 and its supporting case law, determine that the Grantor shall require the use of all or any part of the Easement Area for the purposes of improving, maintaining or expanding the road bed and/or drainage facilities of Housatonic River Road, the Grantor shall be entitled to revoke this Easement in whole or in part upon majority vote of the Board of Selectmen at a meeting duly and legally called and held. In order to implement such revocation, the Grantor must execute a Notice of Revocation referencing this Grant of Easement and sending a copy of the same to the Grantee by Certified Mail Return Receipt Requested. The original executed Notice of Revocation shall be recorded on the Salisbury Land Records.

*OR ANY OTHER MUNICIPAL PURPOSE*

PROVIDED, HOWEVER, that in the event that said Notice of Revocation is executed within 5 years of the date of the execution hereof, the Grantor shall refund to Grantee the entirety of the \$10,000.00 paid as above provided. If the Notice of Revocation is executed more than 5 years but less than 10 years from the date of the execution hereof, the Grantor shall refund to Grantee the sum of \$8,000.00. If the Notice of Revocation is executed more than 10 years but less than 15 years from the date of the execution hereof, the Grantor shall refund to the Grantee the sum of \$6,000.00. If the Notice of Revocation is executed more than 15 years but less than 20 years from the date of the execution hereof, the Grantor shall refund to Grantee the sum of \$4,000.00. If the Notice of Revocation is executed more than 20 years but less than 25 years from the date of the execution hereof, the Grantor shall refund to Grantee the sum of \$2,000.00. If the Notice of Revocation is executed more than 25 years after the date of the execution hereof, no refund shall be payable.

This Agreement and the rights and obligations contained herein shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns.

Dated this \_\_\_ day of \_\_\_\_\_, 2024

TOWN OF SALISBURY

By \_\_\_\_\_  
Curtis G. Rand, First Selectman

State of Connecticut

ss: Salisbury

County of Litchfield

On this the \_\_\_ day of \_\_\_\_\_, 2024, before me, \_\_\_\_\_ the undersigned officer, personally appeared Curtis G. Rand, who acknowledged himself to be the First Selectman of the Town