

SIDEWALK EASEMENT

This Sidewalk Easement (the "Agreement") is entered into this ____ day of _____, 2026 by and between **JMF Realty, LLC**, with an address of 665 Danbury Road P.O. Box 2, Ridgefield, CT (hereinafter, whether one or more, referred to as the "Grantor"), and the **Town of Ridgefield**, a municipal corporation organized under the laws of the State of Connecticut with an address of 400 Main Street, Ridgefield, CT (hereinafter referred to as the "Grantee"). Grantor and Grantee are sometimes referred to herein collectively as the "Parties" or individually as a "Party".

WHEREAS, Grantor is the owner of that certain piece or parcel of land located within the Town of Ridgefield commonly known as 143 Danbury Road as more particularly described in Schedule A attached hereto (the "Property");

WHEREAS, Grantee desires to obtain certain easements on, over and across those certain portions of the Property for the purpose of constructing, installing, operating, maintaining, repairing, replacing, reconstructing, inspecting, and using a public sidewalk and related improvements, including curbs, ramps, drainage improvements, signage, lighting, landscaping, and other related appurtenances reasonably necessary for sidewalk purposes;

NOW THEREFORE, for the consideration of One (\$1.00) Dollar and other good and valuable consideration, received to the full satisfaction of Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell and convey the following easements and the parties agree as follows with respect thereto:

1. **Grant of Permanent Easement.** Grantor does hereby give, grant, bargain, sell, and confirm unto the Grantee, and its successors and assigns forever, a perpetual easement for the purposes set forth below (the "**Permanent Easement**") in, through, on, and over that certain piece of the Property, as more particularly described on the map attached hereto as Schedule B (the "**Permanent Easement Area**") and recorded in the Town of Ridgefield land records as Map No. _____.

The Permanent Easement is granted for public pedestrian access and for the construction and maintenance of sidewalks, curbs, ramps, drainage improvements, signage, lighting, landscaping, and other related appurtenances reasonably necessary for sidewalk purposes (collectively, the "**Sidewalk Improvements**"). Grantee, and its successors and assigns, shall have the right, upon reasonable advance written notice to Grantor, to access, construct, maintain, inspect, protect, use, operate, alter, modify, repair, reconstruct, and replace the Sidewalk Improvements, including the right to excavate, fill, operate equipment, install material, and to pass and repass over such Permanent Easement Area for any and all of such purposes, and to perform any other activities incidental to the foregoing purposes or functions, subject to the limitations and/or rights of Grantor set forth in this Agreement. Grantee shall have the right of ingress and egress over the Easement Area for purposes consistent with this Agreement.

- 2. Grant of Temporary Construction Easement.** The Grantor does also hereby give, grant, bargain, sell and confirm unto the Grantee and its successors and assigns, the right, during the construction of the Sidewalk Improvements, and subsequent repairs thereto, and modifications, reconstruction and replacement thereof, in, on and over that portion of Grantor's Property consisting of the 10 foot wide strip of land running parallel on the westerly side of, the Permanent Easement (the "**Temporary Construction Easement Area**"), as more particularly described in Schedule B attached hereto, to place excavated matter, materials, and construction equipment, and to enter in and upon such Temporary Construction Easement Area, to excavate, fill and operate construction and other equipment, and pass and repass over such Temporary Construction Easement Area (the "**Temporary Construction Easement**"). Grantee shall have the right to construct the Sidewalk Improvements within the Easement Area in accordance with the terms of this Agreement. Unless otherwise agreed in writing, Grantee shall be responsible for the cost of construction of the Sidewalk Improvements and related public improvements within the Easement Area. Notwithstanding the foregoing, during any period of construction, repair, modification, reconstruction and/or replacement, Grantor and Grantee may mutually agree in writing to modify or relocate the portions of the Temporary Construction Easement Area.
- 3. Reservation of Rights.** The Grantor herein reserves unto himself and his executors, administrators, heirs and assigns the right to continue to use the Permanent Easement Area and the Temporary Construction Easement Area (collectively the "Easement Area") for any purpose which does not violate the terms of this Easement or unreasonably interferes with the use thereof by the Grantee and its successors and assigns. Grantor shall not obstruct, encumber, or otherwise interfere with the intended public pedestrian use of the Easement Area, including, without limitation, by placing, depositing, or maintaining any object, material, or improvement within the Easement Area that would impede, restrict, or prevent public access to or use of the Sidewalk Improvements. Any such obstruction or interference may be removed by Grantee, at Grantor's sole cost and expense, upon reasonable prior written notice to Grantor, except in the case of an emergency, in which case Grantee may act without prior notice.
- 4. Indemnification.** The Parties shall defend, indemnify and hold each other harmless from and against any and all liabilities, losses, claims, demands, damages, assessments, costs and expenses of any kind (collectively, "**Indemnified Liabilities**"), including without limitation, reasonable attorneys' and consultants' fees and disbursements, resulting from or relating to the activities of the Parties and their employees, agents or contractors in the exercise of the Parties rights under this Agreement, except to the extent such Indemnified Liabilities arise out of, relate to or result from the negligence or willful misconduct of the Parties and/or their employees, agents, representatives or contractors, as the case may be.
- 5. Modification.** This Sidewalk Easement shall not be modified except by an agreement in writing executed by both the Grantor and the Grantee.
- 6. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

7. **Waiver.** No delay or omission of any Party in the exercise of any right accruing upon any default of any other party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of, or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, (i) no remedy provided in this Agreement shall be exclusive, but each shall be cumulative with all other remedies provided in this Agreement, and (ii) all remedies at law or in equity shall be available.
8. **Entire Agreement.** This Agreement constitutes the final understanding and agreement between the parties with respect to all subject matters hereof and supersedes all negotiations, understandings and agreements between the parties, whether written or oral.
9. **Severability.** In the event that any provision of this Agreement is deemed to be invalid or unenforceable for any reason, this Agreement shall be construed as not containing such provision, and the invalidity or unenforceability thereof shall not render any other provision of this Agreement invalid or unenforceable.
10. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.
11. **Headings.** All Section, subsection, paragraph, and subparagraph headings used herein are included for convenience of reference purposes only and shall be accorded no consideration in the interpretation of the provisions, terms and conditions of this Agreement.
12. **Notice.** Any notice given in connection with this Agreement shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement. Any such notice shall be sent by: (i) a nationally recognized overnight courier, in which case notice will be deemed delivered one (1) business day after deposit; (ii) certified mail, return receipt requested, in which case notice will be deemed delivered three (3) business days after deposit; or (c) personal delivery; subject to the right of any party to designate a different address for itself by notice similarly given.

[Signature Page Follows]

TO HAVE AND TO HOLD the above granted rights, privileges, and authority unto the Grantee and its successors and assigns forever, to its and their own proper use and behoof.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and delivered this instrument this ____ day of _____, 2026.

Signed, Sealed, and Delivered
In the Presence of:

JMF Realty, LLC

Name:

By: _____
Name:
Title:

Name:

STATE OF CONNECTICUT)
)
COUNTY OF) ss:

On this ____ day of _____, 2026, before me, the undersigned officer, personally appeared _____, being the _____ of JMF Realty, LLC, signer and sealer of the foregoing instrument, who acknowledged the execution of the same to be his/her/their free act and deed and the free act and deed of such limited liability company.

Notary Public
Commissioner of the Superior Court

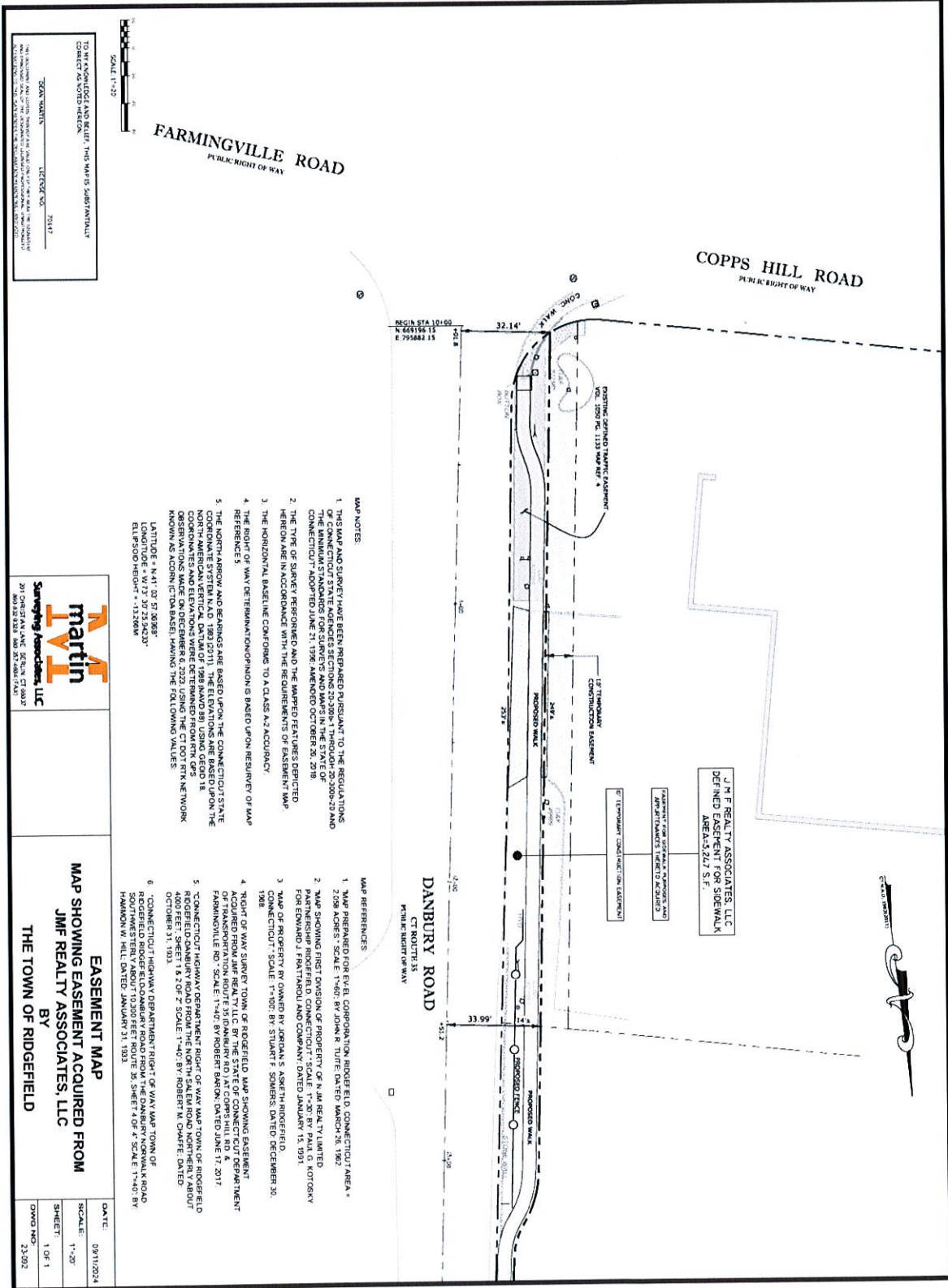
Schedule A

PROPERTY DESCRIPTION

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereto, situated in the Town of Ridgefield, County of Fairfield and State of Connecticut, being shown and delineated as "Parcel B, Area = 1.48 Acres" on a certain map entitled, "Map Showing First Division of Property of N J M Realty Limited Partnership Ridgefield, Connecticut", on file in the Office of the Ridgefield Town Clerk as Map No. 7833, reference to such map being hereby made and had for a more particular description hereof.

Said premises being commonly known as 143 Danbury Road, Ridgefield, Connecticut.

Schedule B



FARMINGVILLE ROAD
PUBLIC RIGHT OF WAY

COPPS HILL ROAD
PUBLIC RIGHT OF WAY

DANBURY ROAD
PUBLIC RIGHT OF WAY



THIS INSTRUMENT HAS BEEN FILED FOR RECORD IN THE PUBLIC RECORDS OF THE STATE OF CONNECTICUT AND IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT AS FILED.

DATE: 09/11/2024
SCALE: 1"=20'
SHEET: 1 OF 1
DRAWN BY: D.M. 2/3/2024

J M F REALTY ASSOCIATES, LLC
DEFINED EASEMENT FOR SIDEWALK
AREA 3,247 S.F.

EASEMENT FOR SIDEWALK PURPOSES AND APPURTENANCES THERETO ACQUIRED

EASEMENT CONVEYANCE

MAP SHOWING EASEMENT ACQUIRED FROM
J M F REALTY ASSOCIATES, LLC
BY
THE TOWN OF RIDGEFIELD

DATE: 09/11/2024
SCALE: 1"=20'
SHEET: 1 OF 1
DRAWN BY: D.M. 2/3/2024

MAP NOTES:

1. THIS MAP AND SURVEY HAVE BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-209A THROUGH 20-209D-20 AND 20-209E THROUGH 20-209F-20, AS AMENDED, AND THE REGULATIONS OF THE CONNECTICUT DEPARTMENT OF CONSTRUCTION ADOPTED JUNE 21, 1997, AMENDED OCTOBER 26, 2018.
2. THE TYPE OF SURVEY PERFORMED AND THE IMPROVEMENTS SPECIFIED HEREON ARE IN ACCORDANCE WITH THE REQUIREMENTS OF EASEMENT MAP REFERENCE 5.
3. THE HORIZONTAL BASELINE CONFORMS TO A CLASS A-2 ACCURACY REFERENCE 5.
4. THE RIGHT OF WAY DETERMINATION/OPINION IS BASED UPON RECEIPT OF MAP REFERENCE 5.
5. THE NORTH ARROW AND BEARINGS ARE BASED UPON THE CONNECTICUT STATE COORDINATE SYSTEM N.A.D. 1983 (2011). THE ELEVATIONS ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (AND 89) USING GEOD 18 OBSERVATIONS MADE ON DECEMBER 6, 2022 USING THE CT DOT BTK NETWORK KNOWN AS ACORN (CTDA BASE), HAVING THE FOLLOWING VALUES:
LATITUDE = N 41° 02' 57.3888"
LONGITUDE = W 73° 30' 23.9423"
ELLIPSOID HEIGHT = -13286M

MAP REFERENCES:

1. MAP PREPARED FOR EVEL CORPORATION, RIDGEFIELD, CONNECTICUT, AREA 4, 2,598 ACRES. SCALE: 1"=80'. BY JOHN R. TUFTE, DATED MARCH 26, 1982.
2. MAP SHOWING FIRST DIVISION OF PROPERTY OF N.J.M. REALTY LIMITED, 1000 WESTERN AVENUE, SUITE 100, DANBURY, CONNECTICUT 06810, FOR EDWARD J. FRATIBOULI AND COMPANY, DATED JANUARY 15, 1991.
3. MAP OF PROPERTY OWNED BY STUART F. SOMERS, DATED DECEMBER 30, 1988.
4. RIGHT OF WAY SURVEY, TOWN OF RIDGEFIELD, MAP SHOWING EASEMENT ACQUIRED FROM J.M.F. REALTY, LLC BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION ROUTE 39 (DANBURY RD.) AT COPPS HILL RD. & FARMINGVILLE RD. SCALE: 1"=40'. BY ROBERT BARON, DATED JUNE 17, 2017.
5. CONNECTICUT HIGHWAY DEPARTMENT RIGHT OF WAY MAP TOWN OF RIDGEFIELD, RIDGEFIELD DANBURY ROAD FROM THE NORTH SUELEN ROAD NORTHWEST ABOUT 1.812077 SCALE: 1"=40.87'. ROBERT M. GARDNER, DATED OCTOBER 31, 2003.
6. CONNECTICUT HIGHWAY DEPARTMENT RIGHT OF WAY MAP TOWN OF RIDGEFIELD, RIDGEFIELD DANBURY ROAD FROM THE DANBURY NORMAL ROAD SOUTHWESTERLY ABOUT 10,300 FEET ROUTE 39, SHEET 4 OF 4. SCALE: 1"=40'. BY HAMMON W. HILL, DATED JANUARY 31, 1933.

SIDEWALK EASEMENT

This Sidewalk Easement (the "Agreement") is entered into this ____ day of _____, 2026 by and between **Copps Hill Professional Association, Inc.**, with an address at 63 Copps Hill Road, Ridgefield, CT (hereinafter, whether one or more, referred to as the "Grantor"), and the **Town of Ridgefield**, a municipal corporation organized under the laws of the State of Connecticut with an address of 400 Main Street, Ridgefield, CT (hereinafter referred to as the "Grantee"). Grantor and Grantee are sometimes referred to herein collectively as the "Parties" or individually as a "Party".

WHEREAS, Grantor is the owner of that certain piece or parcel of land located within the Town of Ridgefield commonly known as 63 Copps Hill Road more particularly described in Schedule A attached hereto (the "Property");

WHEREAS, Grantee desires to obtain certain easements on, over and across those certain portions of the Property for the purpose of constructing, installing, operating, maintaining, repairing, replacing, reconstructing, inspecting, and using a public sidewalk and related improvements, including curbs, ramps, drainage improvements, signage, lighting, landscaping, and other related appurtenances reasonably necessary for sidewalk purposes;

NOW THEREFORE, for the consideration of One (\$1.00) Dollar and other good and valuable consideration, received to the full satisfaction of Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell and convey the following easements and the parties agree as follows with respect thereto:

1. **Grant of Permanent Easement.** Grantor does hereby give, grant, bargain, sell, and confirm unto the Grantee, and its successors and assigns forever, a perpetual easement for the purposes set forth below (the "**Permanent Easement**") in, through, on, and over that certain piece of the Property, as more particularly described on the map attached hereto as Schedule B (the "**Permanent Easement Area**") and recorded in the Town of Ridgefield land records as Map No. _____.

The Permanent Easement is granted for public pedestrian access and for the construction and maintenance of sidewalks, curbs, ramps, drainage improvements, signage, lighting, landscaping, and other related appurtenances reasonably necessary for sidewalk purposes (collectively, the "**Sidewalk Improvements**"). Grantee, and its successors and assigns, shall have the right, upon reasonable advance written notice to Grantor, to access, construct, maintain, inspect, protect, use, operate, alter, modify, repair, reconstruct, and replace the Sidewalk Improvements, including the right to excavate, fill, operate equipment, install material, and to pass and repass over such Permanent Easement Area for any and all of such purposes, and to perform any other activities incidental to the foregoing purposes or functions, subject to the limitations and/or rights of Grantor set forth in this Agreement. Grantee shall have the right of ingress and egress over the Easement Area for purposes consistent with this Agreement.

- 2. Grant of Temporary Construction Easement.** The Grantor does also hereby give, grant, bargain, sell and confirm unto the Grantee and its successors and assigns, the right, during the construction of the Sidewalk Improvements, and subsequent repairs thereto, and modifications, reconstruction and replacement thereof, in, on and over that portion of Grantor's Property consisting of the 10 foot wide strip of land running parallel on the westerly side of, the Permanent Easement (the "**Temporary Construction Easement Area**"), as more particularly described in Schedule B attached hereto, to place excavated matter, materials, and construction equipment, and to enter in and upon such Temporary Construction Easement Area, to excavate, fill and operate construction and other equipment, and pass and repass over such Temporary Construction Easement Area (the "**Temporary Construction Easement**"). Grantee shall have the right to construct the Sidewalk Improvements within the Easement Area in accordance with the terms of this Agreement. Unless otherwise agreed in writing, Grantee shall be responsible for the cost of construction of the Sidewalk Improvements and related public improvements within the Easement Area. Notwithstanding the foregoing, during any period of construction, repair, modification, reconstruction and/or replacement, Grantor and Grantee may mutually agree in writing to modify or relocate the portions of the Temporary Construction Easement Area.
- 3. Reservation of Rights.** The Grantor herein reserves unto himself and his executors, administrators, heirs and assigns the right to continue to use the Permanent Easement Area and the Temporary Construction Easement Area (collectively the "Easement Area") for any purpose which does not violate the terms of this Easement or unreasonably interferes with the use thereof by the Grantee and its successors and assigns. Grantor shall not obstruct, encumber, or otherwise interfere with the intended public pedestrian use of the Easement Area, including, without limitation, by placing, depositing, or maintaining any object, material, or improvement within the Easement Area that would impede, restrict, or prevent public access to or use of the Sidewalk Improvements. Any such obstruction or interference may be removed by Grantee, at Grantor's sole cost and expense, upon reasonable prior written notice to Grantor, except in the case of an emergency, in which case Grantee may act without prior notice.
- 4. Indemnification.** The Parties shall defend, indemnify and hold each other harmless from and against any and all liabilities, losses, claims, demands, damages, assessments, costs and expenses of any kind (collectively, "**Indemnified Liabilities**"), including without limitation, reasonable attorneys' and consultants' fees and disbursements, resulting from or relating to the activities of the Parties and their employees, agents or contractors in the exercise of the Parties rights under this Agreement, except to the extent such Indemnified Liabilities arise out of, relate to or result from the negligence or willful misconduct of the Parties and/or their employees, agents, representatives or contractors, as the case may be.
- 5. Modification.** This Sidewalk Easement shall not be modified except by an agreement in writing executed by both the Grantor and the Grantee.
- 6. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

- 7. Waiver.** No delay or omission of any Party in the exercise of any right accruing upon any default of any other party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of, or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, (i) no remedy provided in this Agreement shall be exclusive, but each shall be cumulative with all other remedies provided in this Agreement, and (ii) all remedies at law or in equity shall be available.
- 8. Entire Agreement.** This Agreement constitutes the final understanding and agreement between the parties with respect to all subject matters hereof and supersedes all negotiations, understandings and agreements between the parties, whether written or oral.
- 9. Severability.** In the event that any provision of this Agreement is deemed to be invalid or unenforceable for any reason, this Agreement shall be construed as not containing such provision, and the invalidity or unenforceability thereof shall not render any other provision of this Agreement invalid or unenforceable.
- 10. Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.
- 11. Headings.** All Section, subsection, paragraph, and subparagraph headings used herein are included for convenience of reference purposes only and shall be accorded no consideration in the interpretation of the provisions, terms and conditions of this Agreement.
- 12. Notice.** Any notice given in connection with this Agreement shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement. Any such notice shall be sent by: (i) a nationally recognized overnight courier, in which case notice will be deemed delivered one (1) business day after deposit; (ii) certified mail, return receipt requested, in which case notice will be deemed delivered three (3) business days after deposit; or (c) personal delivery; subject to the right of any party to designate a different address for itself by notice similarly given.

[Signature Page Follows]

TO HAVE AND TO HOLD the above granted rights, privileges, and authority unto the Grantee and its successors and assigns forever, to its and their own proper use and behoof.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and delivered this instrument this ____ day of _____, 2026.

Signed, Sealed, and Delivered
In the Presence of:

Copps Hill Professional Association, Inc.

Name:

By: _____
Name:
Title:

Name:

STATE OF CONNECTICUT)
)
COUNTY OF) ss:

On this day of _____, 2026, before me, the undersigned officer, personally appeared _____, being the _____ of Copps Hill Professional Association, Inc., signer and sealer of the foregoing instrument, who acknowledged the execution of the same to be his/her/their free act and deed and the free act and deed of such corporation.

Notary Public
Commissioner of the Superior Court

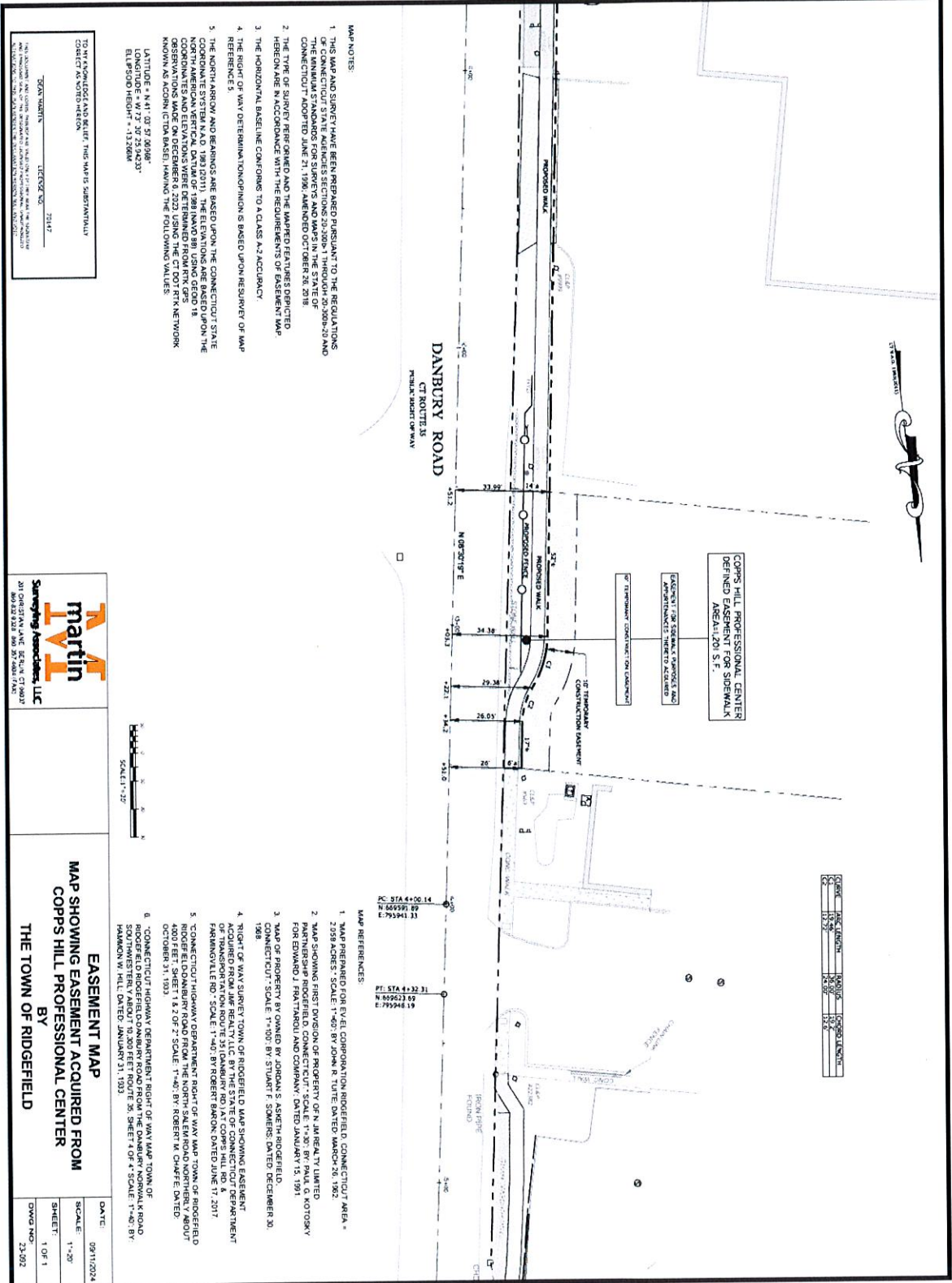
Schedule A

PROPERTY DESCRIPTION

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereto, situated in the Town of Ridgefield, County of Fairfield and State of Connecticut, being shown and delineated as "Parcel A, Area = 2.99 Acres" on a certain map entitled, "Map Showing First Division of Property of N J M Realty Limited Partnership Ridgefield, Connecticut", on file in the Office of the Ridgefield Town Clerk as Map No. 7833, reference to such map being hereby made and had for a more particular description hereof.

Said premises being commonly known as 63 Copps Hill Road, Ridgefield, Connecticut.

Schedule B



- MAP NOTES:**
1. THIS MAP AND SURVEY HAVE BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-300B, 1 THROUGH 20-300B-23 AND THE MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT ADOPTED JUNE 21, 1996, AMENDED OCTOBER 26, 2018.
 2. THE TYPE OF SURVEY PERFORMED AND THE MAPPED FEATURES DEPICTED HEREON ARE IN ACCORDANCE WITH THE REQUIREMENTS OF EASEMENT MAP 3.
 3. THE HORIZONTAL BASELINE CONFORMS TO A CLASS A2 ACCURACY REFERENCE.
 4. THE RIGHT OF WAY DETERMINATION/OPINION IS BASED UPON RESURVEY OF MAP REFERENCES.
 5. THE NORTH ARROW AND BEARINGS ARE BASED UPON THE CONNECTICUT STATE SURVEY. THE NORTH ARROW AND BEARINGS WERE DETERMINED FROM THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAD83) USING GEOID 18 CORRECTIONS MADE ON OCTOBER 10, 2018. THE FOLLOWING NETWORK MONUMENTS WERE USED TO ESTABLISH THE FOLLOWING VALUES:
 LATITUDE: N 41° 03' 27.8688"
 LONGITUDE: W 72° 59' 58.9811"
 ELLIPSOID HEIGHT: = 132666'

TO BE FORWARDED AND DELIVERED TO THE MAP'S SUBMITTER
 IN CONFORMANCE WITH THE REQUIREMENTS OF THE CONNECTICUT
 CONSTITUTION AND STATUTES.

DATE: 09/11/2024
 SCALE: 1"=20'
 SHEET: 1 OF 1
 DATED: 09/11/2024

Surveying Associates, LLC
martin
 201 ORANGE LAKE DRIVE, SUITE 200
 WESTPORT, CT 06880
 860.282.9322 FAX 860.278.0040 FAX

EASEMENT MAP
MAP SHOWING EASEMENT ACQUIRED FROM
COPPS HILL PROFESSIONAL CENTER
BY
THE TOWN OF RIDGEFIELD

DATE: 09/11/2024
 SCALE: 1"=20'
 SHEET: 1 OF 1
 DATED: 09/11/2024

- MAP REFERENCES:**
1. MAP PREPARED FOR EVEL CORPORATION UNDERFILED, CONNECTICUT AREA - 2393 ACRES. SCALE: 1"=40'. BY JOHN N. LITTLE SURVEYED MARCH 24, 1962.
 2. MAP SHOWING FIRST DIVISION OF PROPERTY OF N. JIM REATY LIMITED FOR DIVISION 1 FROM THE TOWN OF RIDGEFIELD LAND COMPANY. DATED JANUARY 15, 1991.
 3. MAP OF PROPERTY OWNED BY JORDAN'S ASBESTHOS RIDGEFIELD TOWN. SCALE: 1"=50'. BY STEWART F. SHERMAN, DATED DECEMBER 30, 1988.
 4. RIGHT OF WAY SURVEY TOWN OF RIDGEFIELD MAP SHOWING EASEMENT ACQUIRED FROM JIM REATY, LLC BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION ROUTE 35 DANBURY RD. JAY COPPS HILL RD. & PARKING/LEAVE RD. SCALE: 1"=40'. BY ROBERT BARNON, DATED JUNE 17, 2017.
 5. CONNECTICUT HIGHWAY DEPARTMENT RIGHT OF WAY MAP TOWN OF RIDGEFIELD ROAD ELDONBURY ROAD FROM THE NORTH SILEM ROAD NORTHEASTLY ABOUT 400 FEET. SHEET 1 & 2 OF 2. SCALE: 1"=40'. BY ROBERT W. CHAFFER, DATED OCTOBER 11, 1993.
 6. CONNECTICUT HIGHWAY DEPARTMENT RIGHT OF WAY MAP TOWN OF RIDGEFIELD DANBURY ROAD FROM THE DANBURY TOWN WALK ROAD SOUTHWESTERLY ABOUT 10,300 FEET ROUTE 26, SHEET 1 OF 4. SCALE: 1"=40'. BY HAMMON W. HELL, DATED JANUARY 31, 1933.

SIDEWALK EASEMENT

This Sidewalk Easement (the "Agreement") is entered into this ____ day of _____, 2026 by and between **165 Danbury Road, LLC**, with an address of 99 New Street, Ridgefield, CT (hereinafter, whether one or more, referred to as the "Grantor"), and the **Town of Ridgefield**, a municipal corporation organized under the laws of the State of Connecticut with an address of 400 Main Street, Ridgefield, CT (hereinafter referred to as the "Grantee"). Grantor and Grantee are sometimes referred to herein collectively as the "Parties" or individually as a "Party".

WHEREAS, Grantor is the owner of that certain piece or parcel of land located within the Town of Ridgefield commonly known as 165 Danbury Road as more particularly described in Schedule A attached hereto (the "Property");

WHEREAS, Grantee desires to obtain certain easements on, over and across those certain portions of the Property for the purpose of constructing, installing, operating, maintaining, repairing, replacing, reconstructing, inspecting, and using a public sidewalk and related improvements, including curbs, ramps, drainage improvements, signage, lighting, landscaping, and other related appurtenances reasonably necessary for sidewalk purposes;

NOW THEREFORE, for the consideration of One (\$1.00) Dollar and other good and valuable consideration, received to the full satisfaction of Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell and convey the following easements and the parties agree as follows with respect thereto:

1. **Grant of Permanent Easement.** Grantor does hereby give, grant, bargain, sell, and confirm unto the Grantee, and its successors and assigns forever, a perpetual easement for the purposes set forth below (the "**Permanent Easement**") in, through, on, and over that certain piece of the Property, as more particularly described on the map attached hereto as Schedule B (the "**Permanent Easement Area**") and recorded in the Town of Ridgefield land records as Map No. _____.

The Permanent Easement is granted for public pedestrian access and for the construction and maintenance of sidewalks, curbs, ramps, drainage improvements, signage, lighting, landscaping, and other related appurtenances reasonably necessary for sidewalk purposes (collectively, the "**Sidewalk Improvements**"). Grantee, and its successors and assigns, shall have the right, upon reasonable advance written notice to Grantor, to access, construct, maintain, inspect, protect, use, operate, alter, modify, repair, reconstruct, and replace the Sidewalk Improvements, including the right to excavate, fill, operate equipment, install material, and to pass and repass over such Permanent Easement Area for any and all of such purposes, and to perform any other activities incidental to the foregoing purposes or functions, subject to the limitations and/or rights of Grantor set forth in this Agreement. Grantee shall have the right of ingress and egress over the Easement Area for purposes consistent with this Agreement.

- 2. Grant of Temporary Construction Easement.** The Grantor does also hereby give, grant, bargain, sell and confirm unto the Grantee and its successors and assigns, the right, during the construction of the Sidewalk Improvements, and subsequent repairs thereto, and modifications, reconstruction and replacement thereof, in, on and over that portion of Grantor's Property consisting of the 10 foot wide strip of land running parallel on the westerly side of, the Permanent Easement (the "**Temporary Construction Easement Area**"), as more particularly described in Schedule B attached hereto, to place excavated matter, materials, and construction equipment, and to enter in and upon such Temporary Construction Easement Area, to excavate, fill and operate construction and other equipment, and pass and repass over such Temporary Construction Easement Area (the "**Temporary Construction Easement**"). Grantee shall have the right to construct the Sidewalk Improvements within the Easement Area in accordance with the terms of this Agreement. Unless otherwise agreed in writing, Grantee shall be responsible for the cost of construction of the Sidewalk Improvements and related public improvements within the Easement Area. Notwithstanding the foregoing, during any period of construction, repair, modification, reconstruction and/or replacement, Grantor and Grantee may mutually agree in writing to modify or relocate the portions of the Temporary Construction Easement Area.
- 3. Reservation of Rights.** The Grantor herein reserves unto himself and his executors, administrators, heirs and assigns the right to continue to use the Permanent Easement Area and the Temporary Construction Easement Area (collectively the "Easement Area") for any purpose which does not violate the terms of this Easement or unreasonably interferes with the use thereof by the Grantee and its successors and assigns. Grantor shall not obstruct, encumber, or otherwise interfere with the intended public pedestrian use of the Easement Area, including, without limitation, by placing, depositing, or maintaining any object, material, or improvement within the Easement Area that would impede, restrict, or prevent public access to or use of the Sidewalk Improvements. Any such obstruction or interference may be removed by Grantee, at Grantor's sole cost and expense, upon reasonable prior written notice to Grantor, except in the case of an emergency, in which case Grantee may act without prior notice.
- 4. Indemnification.** The Parties shall defend, indemnify and hold each other harmless from and against any and all liabilities, losses, claims, demands, damages, assessments, costs and expenses of any kind (collectively, "**Indemnified Liabilities**"), including without limitation, reasonable attorneys' and consultants' fees and disbursements, resulting from or relating to the activities of the Parties and their employees, agents or contractors in the exercise of the Parties rights under this Agreement, except to the extent such Indemnified Liabilities arise out of, relate to or result from the negligence or willful misconduct of the Parties and/or their employees, agents, representatives or contractors, as the case may be.
- 5. Modification.** This Sidewalk Easement shall not be modified except by an agreement in writing executed by both the Grantor and the Grantee.
- 6. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

7. **Waiver.** No delay or omission of any Party in the exercise of any right accruing upon any default of any other party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of, or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, (i) no remedy provided in this Agreement shall be exclusive, but each shall be cumulative with all other remedies provided in this Agreement, and (ii) all remedies at law or in equity shall be available.
8. **Entire Agreement.** This Agreement constitutes the final understanding and agreement between the parties with respect to all subject matters hereof and supersedes all negotiations, understandings and agreements between the parties, whether written or oral.
9. **Severability.** In the event that any provision of this Agreement is deemed to be invalid or unenforceable for any reason, this Agreement shall be construed as not containing such provision, and the invalidity or unenforceability thereof shall not render any other provision of this Agreement invalid or unenforceable.
10. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.
11. **Headings.** All Section, subsection, paragraph, and subparagraph headings used herein are included for convenience of reference purposes only and shall be accorded no consideration in the interpretation of the provisions, terms and conditions of this Agreement.
12. **Notice.** Any notice given in connection with this Agreement shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement. Any such notice shall be sent by: (i) a nationally recognized overnight courier, in which case notice will be deemed delivered one (1) business day after deposit; (ii) certified mail, return receipt requested, in which case notice will be deemed delivered three (3) business days after deposit; or (c) personal delivery; subject to the right of any party to designate a different address for itself by notice similarly given.

[Signature Page Follows]

TO HAVE AND TO HOLD the above granted rights, privileges, and authority unto the Grantee and its successors and assigns forever, to its and their own proper use and behoof.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and delivered this instrument this ____ day of _____, 2026.

Signed, Sealed, and Delivered
In the Presence of:

165 Danbury Road, LLC

Name:

By: _____
Name:
Title:

Name:

STATE OF CONNECTICUT)
)
COUNTY OF) ss:

On this ____ day of _____, 2026, before me, the undersigned officer, personally appeared _____, being the _____ of 165 Danbury Road, LLC, signer and sealer of the foregoing instrument, who acknowledged the execution of the same to be his/her/their free act and deed and the free act and deed of such limited liability company.

Notary Public
Commissioner of the Superior Court

IN WITNESS WHEREOF, the Grantee has hereunto set its hand and seal this _____ day of _____, 2026.

Signed, sealed and delivered in the presence of:

TOWN OF RIDGEFIELD

By: _____

Rudy Marconi

Its: First Selectman

STATE OF CONNECTICUT)

)

ss:

COUNTY OF)

)

On this _____ day of _____, 2026 before me, the undersigned officer, personally appeared Rudy Marconi who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as his/her and said Grantee's free act and deed.

Notary Public

Commissioner of the Superior Court

Schedule A

PROPERTY DESCRIPTION)

PARCEL THREE:

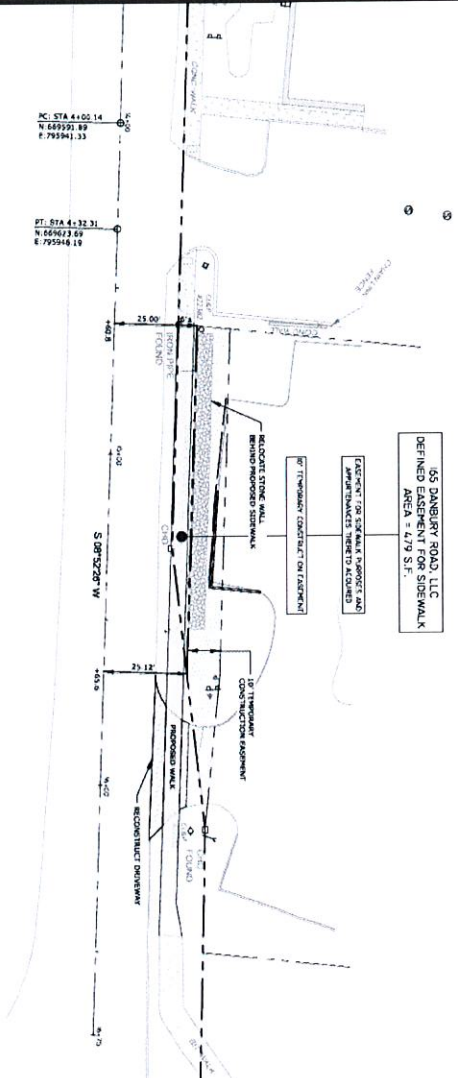
ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereto, situated in the Town of Ridgefield, County of Fairfield and State of Connecticut, shown and designated as "Parcel B", containing in area 1.056 acres on that certain map entitled, "Map Prepared for Ev El Corporation, Ridgefield, Connecticut, Area = 2.058 Acres". Certified substantially correct by John R. Tuite, Land Surveyor, Henrici Associates, Ridgefield, Connecticut, March 26, 1962, on file in the Office of the Ridgefield Town Clerk as Map No. 2789, and bounded as follows:

NORTHERLY: 298.23 feet by land now or formerly of Jordan and Lousie Asketh;
EASTERLY: 190.00 feet by Danbury Road, so-called, also known as Conn. Route 35;
SOUTHERLY: 328.49 feet by land now or formerly of Edward and Mary H. Pierce and being shown on the above map as Parcel "A"; and
WESTERLY: 135.00 feet by land now or formerly of Jordan and Louise Asketh.

Said premises being commonly known as 165 Danbury Road, Ridgefield, Connecticut.

Schedule B

DATE	PROJECT	SCALE	DESCRIPTION
03/27/20	165 DANBURY ROAD	1"=20'	CONTRACT
04/08/20		1"=20'	REVISED
04/29/20		1"=20'	REVISED
05/11/20		1"=20'	REVISED



- MAP NOTES:**
1. THIS MAP AND SURVEY HAVE BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 2036-2037 AND 2038-2039 OF THE CONN. GEN. STAT. AND THE CONN. REGULATIONS THEREUNDER, THE SEVERED CONNECTICUT ADOPTED JUNE 21, 1986, AMENDED OCTOBER 26, 2018.
 2. THE TYPE OF SURVEY PERFORMED AND THE MAPPED FEATURES IDENTIFIED HEREON ARE IN ACCORDANCE WITH THE REQUIREMENTS OF EASEMENT MAP 1986.
 3. THE HORIZONTAL BASELINE CONFORMS TO A CLASS A2 ACCURACY REFERENCE 3.
 4. THE RIGHT OF WAY DETERMINATION/OPINION IS BASED UPON RESURVEY OF MAP COORDINATE SYSTEM NAD 1983 (2011). THE ELEVATIONS ARE BASED UPON THE CONN. STATE PLANE COORDINATE SYSTEM NAD 1983 (2011). THE HORIZONTAL COORDINATES AND ELEVATIONS WERE DETERMINED FROM RTK GPS OBSERVATIONS MADE ON DECEMBER 8, 2020 USING THE OTTO NETWORK ANONYMOUS ACTION (OTN BASE), AND THE FOLLOWING VALUES:
 LATITUDE: N 41° 03' 29.698"
 LONGITUDE: W 72° 52' 59.812"
 ELLIPSOID HEIGHT: +1125664'

TO THE HIGHEST AND BEST OF THE MAP'S SUBSTANTIAL
 EFFECT IN WORDS HEREON

STAN WATKINS LICENSE NO. 7514-F

REGISTERED PROFESSIONAL SURVEYOR



- MAP REFERENCES:**
1. MAP PREPARED FOR EY-BL CORPORATION RIDGEFIELD, CONNECTICUT AREA - 2.99 ACRES; SCALE: 1"=40'; BY JOHN R. TUTTLE DATED MARCH 26, 1982.
 2. MAP SHOWING FIRST DIVISION OF PROPERTY OF N.M. REALTY LIMITED PARTNERSHIP RIDGEFIELD, CONNECTICUT; SCALE: 1"=30'; BY PAUL G. KOTOSKY FOR EDWARD J. FRANTAROLI AND COMPANY; DATED JANUARY 15, 1991.
 3. MAP OF PROPERTY OWNED BY JORDAN S. ASKEITH RIDGEFIELD, CONNECTICUT; SCALE: 1"=100'; BY STUART F. SOMERS DATED DECEMBER 20, 1986.
 4. RIGHT OF WAY SURVEY TOWN OF RIDGEFIELD MAP SHOWING EASEMENT ACQUIRED FROM DANBURY ROAD, LLC TO DANBURY RD. AT CORP. HILL RD. & FARMINGTON RD.; SCALE: 1"=40'; BY ROBERT BAYON DATED JUNE 17, 2017.
 5. CONNECTICUT HIGHWAY DEPARTMENT RIGHT OF WAY MAP TOWN OF RIDGEFIELD 4300 FEET SHEET 1 & 2 OF 2; SCALE: 1"=40'; BY ROBERT W. CHAFFE DATED OCTOBER 31, 1933.
 6. CONNECTICUT HIGHWAY DEPARTMENT RIGHT OF WAY MAP TOWN OF DANBURY 10,200 FEET ROUTE 26 SHEET 4 OF 4; SCALE: 1"=40'; BY HAMMON W. HILL DATED JANUARY 21, 1933.



EASEMENT MAP
MAP SHOWING EASEMENT ACQUIRED FROM
165 DANBURY ROAD, LLC
BY
THE TOWN OF RIDGEFIELD

DATE:	04/26/2020
SCALE:	1"=20'
SHEET:	1 OF 1
DWG NO.:	23-092