

**PARKING EASEMENT AGREEMENT**  
**Pound Street, Ridgefield, Connecticut**

This Parking Easement Agreement (the "Parking Easement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date") by and between the **TOWN OF RIDGEFIELD**, a Municipal Corporation located in Fairfield County and having an address of 400 Main Street, Ridgefield, Connecticut ("Grantor") and **FRANK SHIRM IV and CAROL INCARNACAO-SCHIRM**, both having a mailing address at 55 New Street, Ridgefield, Connecticut ("Grantee"). Grantor and Grantee shall be referred to collectively herein as the "Parties".

**RECITALS:**

- A. Grantor is the owner of a public road known as Pound Street located within the Town of Ridgefield.
- B. Grantees are the owners of certain real property located at 55 New Street, Ridgefield, Connecticut (the "Grantee Property").
- C. Grantees have requested and Grantor has agreed to grant to Grantees an easement for purposes of parking over a portion of Pound Street in accordance with this Parking Easement.

**AGREEMENT:**

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do agree to the recitals above and the terms as follows:

- 1. **Grant of Parking Easement by Grantor**. Grantor hereby grants to Grantees an easement on, over and across the area defined as "Parking Easement" as shown on a certain map dated September 12, 2022 and revised October 12, 2022 prepared by RKW Land Surveying, New Canaan, Connecticut and entitled "*Map, Prepared for Frank Schirm IV and Carol Incarnacao-Schirm, Ridgefield, Connecticut, R-20 Residence Zone, AREA=12,098 Sq. Ft.*", solely for the purpose of the parking of motor vehicles on the Parking Easement by Grantees to access the Grantee Property (the "Parking Easement Area"). Grantee shall not pay to Grantor any parking fees or charges of any kind for its use of the Parking Easement Area. The Parking Easement Area is more particularly described on Schedule A attached hereto.
- 2. **Maintenance of Parking Easement**. Grantees and their successors and assigns shall be responsible for all maintenance and costs of any kind associated with the Parking Easement Area including, without limitation, snow plowing, resurfacing,

and repair, if necessary, of the Parking Easement Area, at their sole cost and expense.

3. **Binding Effect.** This Parking Easement and all other covenants, agreements, rights and obligations created hereby, shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
4. **Termination of Parking Easement.** It is expressly agreed and understood that Grantor may terminate the Parking Easement at anytime upon 30 days written notice to Grantees if Grantor determines in its sole and absolute discretion that termination of the Parking Easement is required to carry out any municipal purpose.
5. **Insurance.** Grantee shall maintain a general liability insurance policy (“Policy”) for the Parking Easement Area in an amount equal to \$\_\_\_\_\_ per occurrence and \$\_\_\_\_\_ in the aggregate, and Grantor shall be named as an additional insured on such Policy. Grantee shall provide Grantor with a certificate of liability insurance in the amounts stated above.
6. **Indemnification.** Grantees, their heirs, successors and assigns, hereby covenant and agree to indemnify, defend and hold harmless Grantor, its successors and assigns, from and against any and all liability, loss, cost, damage, claim or expense, including reasonable attorneys’ fees, incurred by Grantor in connection with the use by Grantee or its occupants, tenants, invitees, guests, successors and assigns of the Parking Easement Area.
7. **Miscellaneous.**
  - a. **Counterparts.** This Parking Easement may be executed in counterparts, and the multiple counterparts shall in the aggregate constitute a single agreement.
  - b. **Successors and Assigns.** This Parking Easement shall be binding on Grantor’s and Grantee’s respective successors and assigns provided, however, that the purpose of the Parking Easement is solely for parking to benefit the owners of Grantee’s property and therefore shall not be assigned to anyone who is not the owner of Grantee’s property unless Grantor consents to such assignment in writing.
  - c. **Section Headings.** The Section headings herein are inserted only for convenience and reference and shall in no way define, limit, or prescribe the scope or intent of any provisions of this Parking Easement.

- d. **Governing Law.** The terms and provisions of this Parking Easement shall be governed by and construed in accordance with the substantive laws of the State of Connecticut.
- e. **Waivers.** No provision of this Parking Easement shall be deemed waived except by a writing executed by the party against whom the waiver is sought to be enforced. No waiver of any provision of this Parking Easement shall be deemed a continuing waiver of such provision or deemed a waiver of any other provision of this Parking Easement.
- f. **Notices.** All notices, requests, consents and other formal communication between the parties that are required or permitted under this Parking Easement (“Notices”) shall be in writing and shall be sent to the address for the respective addressee provided in the preamble by certified mail, return receipt requested. Each party shall be entitled to change its Notice Address from time to time by delivering to the other party notice thereof in the manner herein provided for the delivery of Notices.
- g. **Amendment.** Except as otherwise explicitly provided for herein in paragraph 4 above, this Easement Agreement may not be amended except by a written instrument signed by the Grantor and Grantee, or their successors and assigns as provided hereunder.
- h. **Default.** If any party hereto breaches any provision of this Parking Easement and fails to cure such breach within 30 days after receipt of written notice thereof, the non-defaulting party shall have the right to enforce the terms and provisions of this Parking Easement by any proceeding at law or in equity. The failure by any Party to enforce this Agreement or any term or provision hereof shall in no event be deemed a waiver of the right to do so thereafter. In the event that either party commences a legal action to enforce its rights under this Parking Easement, the prevailing party shall be entitled to reasonable attorney’s fees and court costs from the non-prevailing party.
- i. **Authority to Execute.** The Parties represent and warrant that the individual executing this Parking Easement has authority to bind the party to the terms of this Parking Easement.
- j. **Construction.** The Parties hereto have participated jointly in the negotiation and drafting of this Parking Easement. In the event an ambiguity or question of intent or interpretation arises, this Parking Easement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Parking Easement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**GRANTOR:  
TOWN OF RIDGEFIELD**

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**By: Rudy Marconi, First Selectman**

**GRANTEES:**

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**FRANK SCHIRM, IV**

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**CAROL INCARNACAO-SCHIRM**



EXHIBIT A

LEGAL DESCRIPTION OF THE PARKING EASEMENT AREA