

LANDSCAPING AND SIDE YARD SETBACK EASEMENT

This Landscaping and Side Yard Setback Easement (hereinafter “Easement” is made this _____ day of April, 2023, by and between **MIJI Avon LLC**, a Connecticut limited liability company, (hereinafter called “GRANTOR”) for the consideration of ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATIONS, received to its full satisfaction of **Simsbury Commons LLC**, a Connecticut LLC having an office and place of business at 12 Jeffrey Place, Monsey, New Jersey 10952 (hereinafter called ”GRANTEE”) do give, grant, bargain, convey and confirm unto the said Simsbury Commons LLC, its successors and assigns the following described Easement:

RECITALS:

WHEREAS, the GRANTOR is the owner of real property hereinafter described as 6 Old Albany Turnpike in the Town of Simsbury, County of Hartford and State of Connecticut;

WHEREAS, the GRANTEE is the owner of real property hereinafter described as Simsbury Commons, 430 Bushy Hill Road in the Town of Simsbury, County of Hartford and State of Connecticut;

WHEREAS, the GRANTOR and GRANTEE. have determined that it would be mutually beneficial to create an easement over, across, through and upon a portion of the said premises of the GRANTOR for the purposes of establishing a landscape and set back plan appurtenant to the east boundary of GRANTOR’s property; and

WHEREAS, the GRANTOR is willing, in consideration of the agreement of GRANTEE to create the Easement, complete all work and install and maintain all landscaping upon the Easement area to provide for an aesthetic treatment to benefit both parties, to grant to the said GRANTEE, the easement hereinafter expressed concerning said property, thereby providing for the continuation of free attractive and open visibility over such easement area; and

NOW THEREFORE, the said GRANTOR does hereby give, grant, bargain and confirm unto the said GRANTEE, its successors and assigns forever the right, privilege and authority to create the easement, complete all work and install and maintain all landscaping upon its premises and within the easement area to provide for an aesthetic treatment to benefit both parties as a Landscaping and Side Yard Setback Easement as shown on a map entitled “ _____ ” attached hereto as “Exhibit A” and made a part hereof (“Easement Area”).

IN CONSIDERATION THEREOF THE GRANTEE COVENANTS AND AGREES:

To plant and maintain said Easement Area in accordance with the landscaping plan attached hereto as “Exhibit B” and made a part hereof and to prohibit and refrain from the permitting any growing materials including without limitation bushes, shrubs, plants to exceed 36” in height at any time except as shown on said landscaping plan.

The GRANTOR reserves unto itself, its heirs, successors, and assigns the right to continue to use the property subject to said Easement for all purposes consistent with the terms hereof.

The grant of the Easement shall in no way grant anyone other than the parties hereto the right to enter upon the property subject to the Easement. The GRANTOR, or its lawful agents, may enter the property for the purpose of inspection and ensuring that the terms hereof are properly enforced.

The foregoing Easement shall be permanent and shall be binding upon the GRANTOR and its successors and assigns, and shall inure to the benefit of the GRANTEE, its successors and assigns.

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

[The remainder of this page is intentionally blank. Signature(s) follow.]

IN WITNESS WHEREOF, we have caused these presents to be signed by its proper corporate officer and its corporate seal to be hereto affixed this _____ day of _____ 2023.

Signed, Sealed and Delivered in the Presence of:

WITNESSES:

GRANTOR:
MIJI Avon LLC

Its President

Date

STATE OF CONNECTICUT }
 } SS.
COUNTY OF HARTFORD }

Personally appeared _____ Signer and Sealer of the foregoing instrument and acknowledged the same to be her/his free act and deed before me this _____ day of _____, 2023.

Commissioner of the Superior Court/
Notary Public
My Commission Expires: _____

WITNESSES:

GRANTEE:
SIMSBURY COMMONS LLC

Baruch Aronson, Its Member

Date

STATE OF CONNECTICUT }
 }SS.
 COUNTY OF HARTFORD }

Personally appeared _____ Signer and Sealer of the
foregoing instrument and acknowledged the same to be her/his free act and deed before me this
_____ day of _____, 2023.

Commissioner of the Superior Court/
Notary Public
My Commission Expires: _____

EXHIBIT A
EASEMENT AREA

EXHIBIT B
LANDSCAPE PLAN