



TOWN OF WINDHAM  
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AGREEMENT  
Patricia P. Spruance

### RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (this "Agreement") is made effective as of the 27<sup>th</sup> day of April, 2015 by and between SHAWN BEAUSOLEIL, an individual, SCOTT BEAUSOLEIL, an individual and VICTORIA BEAUSOLEIL, an individual (collectively, "BEAUSOLEIL") and HRES WILLIMANTIC, LLC ("HUNT"), a Florida limited liability company.

#### RECITALS:

- A. BEAUSOLEIL is the owner of a tract of real property located in Willimantic, County of Windham, State of Connecticut more particularly described on Exhibit A attached hereto and incorporated by reference ("Lot A") and as generally depicted on Exhibit C attached hereto and incorporated by reference; and
- C. HUNT is the owner of a tract of real property adjacent to and lying next to Lot A, also located in Willimantic, County of Windham, State of Connecticut, more particularly described on Exhibit B attached hereto and incorporated herein by reference ("Lot B"), and as generally depicted on Exhibit C and intends to develop the Lot B for commercial purposes; and
- D. BEAUSOLEIL and HUNT and their successors and assigns are hereinafter collectively referred to as "Owners" and singularly as "Owner"; and
- E. Lot A and Lot B are hereinafter collectively referred to as "Lots" and singularly as "Lot"; and
- F. Owners desire to impose certain covenants, conditions, and restrictions and grant certain easements upon and over Lot A and Lot B for the mutual and reciprocal benefit and compliment of these Lots and the present and future owners, lessees and others described herein, on the terms and conditions set forth below.

In consideration of the benefits to be realized by such joint use and the covenants set forth herein, Owners do hereby declare and agree that Lot A and Lot B (collectively the "Lots") shall be held, owned, maintained, sold and used in compliance with and subject to this Agreement and Owners on behalf of themselves and their successors and assigns covenant and agree as follows:

#### 1. Easements.

The Owners do hereby grant and create for the benefit of each of the owners from time to time of Lots A and B and the tenants, occupants, customers, employees, agents, contractors, licensees and invitees of such owners (collectively known as "Permittees") the following easements:

- a. Access. BEAUSOLEIL hereby grants to HUNT and HUNT hereby grants to BEAUSOLEIL a perpetual non-exclusive reciprocal easement appurtenant to Lots A and B for the purpose of passage and use for walking upon and driving vehicles (including 18-wheel tractor-trailer vehicles) upon, over and across all

those sidewalks, entrances, driveways, and other pedestrian and vehicular ingress and egress areas that are located on the Lots as presently or hereafter constructed (the "Access Easement"). The foregoing Access Easement shall be subject to all posted speed limits, posted directional lanes, posted stop signs and reasonable size and load factors with respect to vehicles using the driveways. The use of such areas at all times shall be in compliance with all appropriate governmental regulations and shall not unreasonably diminish, impair or interfere with the use of the Lots by the owners of any Lot, or the use of the Permittees of such owners with respect to ingress and egress of vehicles and pedestrians to and from adjacent public streets or roadways and the improvements of any Lot. Notwithstanding anything to the contrary stated in this Agreement, no party, nor their Permittees shall have the right or privilege to park any vehicles on the other party's tract.

Each Owner hereby reserves the right from time to time to change the sidewalks, entrances, driveways and other pedestrian and vehicular ingress and egress areas located within their respective Lots as long as (i) such change does not materially impair the other Owner's use of the easement herein granted and the accessibility afforded by such easements to adjoining rights-of-way, (ii) the Owner making such changes to its Lot provides at least thirty (30) days prior written notice to the other Owner describing such changes in reasonable detail, and (iii) the Owner making such changes does not unreasonably interfere with business operations on the other Owner's Lot.

**2. Use of Easement Premises.** The easements described in Paragraph 1 above shall hereafter be referred to as "Easement Premises." Use of the Easement Premises is not confined to present uses of the Lots or the present buildings thereon. Exclusive use of the Easement Premises is not hereby granted. The Owner granting each such easement expressly reserves the following rights with respect to that portion of the Easement Premises to which said Owner holds the fee title:

- a. The right to use the paved areas of the Easement Premises for ingress and egress to serve all improvements now or hereafter located on its respective Lot, which right shall also run to its Permittees.
- b. The right to install, repair and maintain paving, lighting and storm/surface water management in and on the Easement Premises.
- c. The right to install, construct and maintain under and over the Easement Premises any and all utility lines and utility equipment provided said installation, construction and maintenance does not unreasonably interfere with the rights granted herein and provided the Owner performing the installation, construction or maintenance restores the Easement Premises disturbed by same to its former condition as soon as is reasonably practicable.
- d. The right to make modifications in and additions to the existing and proposed structures located or to be located as shown on Exhibit C provided said modifications and additions do not materially interfere with the easements or violate restrictive covenants which are granted herein.
- e. Subject to Paragraphs 6 and 7, the right to change the use of the buildings shown on Exhibit C and to subdivide said buildings with respect to ownership, use and occupancy.
- f. The right to further subdivide the ownership of the respective Lots.
- g. The right to other uses of the portion of the Easement Premises owned by said party.

Each of the foregoing rights shall be exercised in a manner so as not to unreasonably interfere with the rights granted in this Agreement.

- 3. **Unimpaired Access.** The Owners covenant and agree that, except as incidental to and temporarily during the construction of or repair to any facility located on Lots A or B, and the parking of vehicles in designated parking spaces, no barriers, impediments or obstructions of any kind shall be erected, built or placed on the Lots that may impede or hinder the free flow of traffic between the Lots.
- 4. **Construction of Improvements.** In connection with the development of Lot B, HUNT shall be permitted access to Lot A incidental to the development of Lot B. Said construction shall be performed in a good and workmanlike manner and in accordance with all applicable rules, regulations, laws and. HUNT agrees to indemnify and hold BEAUSOLEIL harmless from and against any claims (including claims of construction liens), damages or loss which may result from HUNT's construction activities.
- 5. **Maintenance of Improvements.** The Owners shall maintain all improvements on such Owner's respective property in good order and repair at all times, including paving and striping of the parking lot, trash removal, and replacement in the event of a casualty. The Owners shall keep the sidewalks, entrances, driveways and parking lot located on each Lot lighted during the hours of business maintained by any tenant or business enterprise located on its Lot. All work performed on the Easement Premises shall be performed in a good and workmanlike manner and in compliance with all applicable laws, codes and ordinances. Should any Lot Owner fail to maintain the paving and any curbing located on its Lot within thirty (30) days after receipt of written notice from the other Owner, such Owner shall have the right but not the obligation to enter upon the Lot needing repair for the purpose of maintaining and repairing the pavement and curbing and all reasonable sums expended in doing so shall be promptly reimbursed to the Owner expending such sums by the Owner on whose Lot such work was performed. Any reasonable sums not reimbursed within thirty (30) days after delivery of invoices therefore shall bear interest at the prime rate published from time to time by the Wall Street Journal (or similar financial publication of such rate to be published).
- 6. **General Use Restrictions.** All Lots shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations. Neither all nor any portion of the Lots may be used, directly or indirectly, for a store or other business selling, renting or displaying "x-rated" or "adults only" books, tapes, films magazines or other merchandise, massage parlor, any establishment featuring "adults only" or "x-rated" entertainment.
- 7. **Specific Restrictions for Lot A.** In addition to the restrictions set forth in Section 6, so long as a Family Dollar store is being operated on Lot B, no part of Lot A will be leased, subleased, or sold to any variety store, variety discount store, discount department store, dollar store, thrift store, any store selling used clothing, or any discount store occupying less than 40,000 square feet operated by or under the name of Fred's, Marc's, Wal-Mart, K-Mart, Sears Holdings, Meijer's, Duckwall-Alco, A. J. Wright, Big Lots, Shopko, dd's Discounts, Pamida, Value City, Dolgencorp or Dollar General, Bill's Dollar, Bonus Dollar, Deals, Only Deals, 99 Cents Only, Dollar Tree, or any entity controlled by, affiliated with or related to any of them, or any other dollar store or single price point store occupying more than 2,000 square feet, or any store operated by Variety Wholesalers, including but not limited to, Maxway, Roses, Super 10, ValuMart, Pope's and Bargaintown, nor for any other store substantially the same as a Family Dollar store. This Paragraph is not intended to prohibit Lot A from being operated as a drugstore, toy store, hobby store, sporting goods store, card and gift store, shoe store, hardware store, home improvement store, auto supply store, electronics store, office supply store or any other store selling a single category of merchandise even though the category may be a broad one such as toys or hardware. In the event of any violation of this restriction, the Owner of Lot B or Family Dollar Stores of Connecticut, Inc. may pursue all means of enforcement, including injunctive relief.
- 8. **Indemnification.** Each Owner, respectively, indemnifies and holds harmless the other parties, and their legal representatives, lessees, tenants, employees, successors and assigns (all of whom shall be collectively referred to as the "Indemnitees"), from and against any and all loss, cost, expense, suits, cause of action, judgments,

claims and liabilities for damages or injuries, of whatsoever kind, whether to persons or property, including but not limited to reasonable attorney's fees through all trial, appellate and post-judgment proceedings, arising in any way by any reason of the use of the easements herein granted by the indemnifying parties; provided, however, that said indemnity and hold harmless shall exclude any and all loss, cost, expense suits, cause of action judgments, claims and liabilities for damages or injuries, of whatsoever kind, whether to persons or property, caused by the negligence of Indemnitees or any other person acting under their direction or contract with them or other third parties.

9. **Covenants Running With the Land.** This Agreement and the rights and obligations provided for herein shall be effective upon the effective date hereof, shall run with the land, and shall constitute reciprocal benefits to and burdens upon each of Lots A and B. The agreements provided for herein shall inure to the benefit of and be binding upon the respective successors, successors-in-title, assigns, heirs and tenants of the Owners, and shall remain in full force and effect and shall be unaffected by any change in ownership of Lots A and B, or any of them, or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. It is the intention of this paragraph that each Owner of Lot A and Lot B shall only have responsibility and liability for the covenants and obligations under this Agreement for that period of time during which such owner owns a Lot and further that no Owner shall have personal liability under this Agreement and the Owners shall look only to the estate and property of the other Owners in the Lots that are the subject of this Agreement and the improvements thereon for the satisfaction or any remedies hereunder and no other property or assets of the Owners shall be subject to levy, execution or any other enforcement procedure for the satisfaction of remedies under this Agreement.
10. **Taxes.** Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Lot.
11. **No Dedication to Public Use.** This instrument is not intended to, and should not be construed to dedicate the said easement areas to the general public, nor shall this instrument be construed to restrict the use and development of Lots A and B, except as expressly provided herein.
12. **Certifications.** Upon the written request of the Owner or lessee of any of said Lots, the then Owner or lessee of any Lot, or any portion thereof, shall execute and deliver, within thirty (30) days after receipt of such request, a certificate certifying that there are no known defaults on the part of any Owner or lessee whose property is subject to this Agreement or, if there are such defaults, specifying the particulars of such defaults and the action required to remedy it and certifying that there are no setoffs or defenses to the enforcement of the terms of this Agreement or if there are, specifying the particulars of such setoffs or defenses.
13. **Amendments.** This Agreement may be amended only by a written instrument duly executed by the then current owners of each of Lots A and B and joined in and consented to by i) the holders of first mortgage liens on the Lots and ii) Family Dollar Store, Inc. for so long as it is a tenant on or otherwise occupies Lot B.
14. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
15. **Governing Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Connecticut.
16. **Enforcement.** The terms of this Agreement may be enforced by an action for injunctive relief, damages, or both, or any other remedy available under Florida law.

17. **Default.** The breach of a covenant in this Agreement by any Owner is a default by that Owner. No party shall be deemed to be in default under this Agreement unless and until the alleged defaulting Owner shall have received written notice of default by another Owner and shall have failed to cure the default within twenty (20) days after the receipt of such notice.
18. **Recording.** This Agreement shall be recorded in the public records of Windham County, Florida.
19. **Attorney Fees.** In connection with any litigation or arbitration arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' and paralegals' fees and costs through all trial, appellate and post-judgment proceedings and arbitration proceedings.
20. **No Agency.** Nothing in this Agreement shall be deemed or construed by any Owner or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
21. **Time of Essence.** Time is of the essence of each and every provision of this Agreement.
22. **Entire Declaration.** This Agreement contains the complete understanding and Agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
23. **Notices.** If a party desires to give notice to the other, such notice shall be in writing and addressed to the party for whom it is intended at the addresses set forth below:
- If to **HUNT**:
- |   |  |
|---|--|
| Hunt Real Estate Services, Inc.<br>5100 W. Kennedy Blvd., Suite 225<br>Tampa, Florida 33609 | and to: Rodney S. Fields Jr.<br>Rodney S. Fields Jr., PA<br>3905 San Rafael St.<br>Tampa, FL 33629 |
|---|--|
- If to **BEAUSOLEIL**:
- |   |   |
|---|---|
| Beausoleil<br>621 Park Avenue<br>Cranston, RI 02910 | and to: Henry Beausoleil<br>621 Park Avenue<br>Cranston, RI 02910 |
|---|---|
- All notices shall be deposited in the United States mail, certified mail or registered mail, return receipt requested with postage prepaid, or sent by Federal Express or comparable overnight mail service. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice.
24. **No Waiver.** The rights of the parties shall be cumulative and the failure on the part of a party to exercise properly any rights given under this Agreement shall not operate to waive or forfeit any such rights.
25. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.
26. **Third Party Beneficiary.** Family Dollar Stores of Connecticut, Inc. shall be deemed a third party beneficiary of the rights granted HUNT under this Agreement for so long as Family Dollar Stores of Connecticut, Inc. is a tenant of or otherwise occupies Lot B and may take such action as HUNT could to enforce and interpret such rights if HUNT fails to do so.

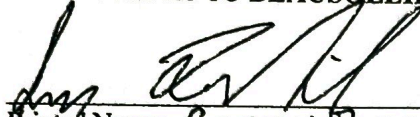
**27. Eminent Domain.**

- a. Except as otherwise provided in subparagraph (b) below, nothing herein shall be construed to give any Owner hereunder any interest in the property of another Owner in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other Owner's Lot. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of any of the Lots affected hereby, the award attributable to the land and improvement of such portion so taken shall be payable only to the Owner thereof, and no claim thereon shall be made by the other Owners.
  
- b. The Owner or Owners or Tenant of a Lot whose land is benefited by an easement affected by an eminent domain proceeding may file collateral claims with the condemning authority for its losses sustained as a direct or indirect result of the taking proceeding as a separate claim from the value of the land area and improvements taken from the other Owner. Such losses may include, but not be limited to, areas of common use such as common ingress and egress, utilities and utility easements, disruption of traffic or traffic patterns between the parcels, loss of business, or any other matter which may, from time to time, be dealt with or used in common by the Owners of the Lots.

IN WITNESS WHEREOF, these presents have been executed by the duly authorized officers of HUNT and BEAUSOLEIL on the day and year indicated below.

WITNESSES AS TO BEAUSOLEIL:

BEAUSOLEIL:

  
Printed Name: Sonny Beausoleil

  
SHAWN BEAUSOLEIL

  
Printed Name: Isabella Rosado

Dated: 2/19/15

STATE OF RI  
COUNTY OF Providence

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by SHAWN BEAUSOLEIL, freely and voluntarily. He/she is personally known to me or has produced proof as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 19<sup>th</sup> day of Feb., 2015.

  
Notary Public

Amy Beausoleil  
Typed, printed or stamped name of Notary Public

My Commission Expires: 5/31/2017

[Signature]  
Printed Name: Sonny Beausoleil

[Signature]  
SCOTT BEAUSOLEIL

[Signature]  
Printed Name: ISABELLA ROSADO

Dated: 2-19-15

STATE OF RI  
COUNTY OF Providence

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by SCOTT BEAUSOLEIL freely and voluntarily. He/she is personally known to me or has produced proof as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of Feb, 2015

[Signature]  
Notary Public

Amy Beausdeil  
Typed, printed or stamped name of Notary Public

My Commission Expires: 5/31/2017

Isabella Rosado  
Printed Name: Isabella Rosado

Victoria Beausoleil  
VICTORIA BEAUSOLEIL

Sonny Beausoleil  
Printed Name: Sonny Beausoleil

Dated: 2/19/2015

STATE OF RI  
COUNTY OF Providence

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by VICTORIA BEAUSOLEIL freely and voluntarily. He/she is personally known to me or has produced proof as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 19<sup>th</sup> day of Feb, 2015

Amy Beausoleil  
Notary Public

Amy Beausoleil  
Typed, printed or stamped name of Notary Public

My Commission Expires: 5/31/2017

WITNESSES AS TO HUNT:

*[Signature]*

Printed Name: Chris D. Salemi

*[Signature]*

Printed Name: Rodney S. Fields, Jr.

HUNT:

HRES WILLIMANTIC, LLC  
a Florida limited liability company

By: Hunt Real Estate Services, Inc.  
a Florida corporation, as Manager

By: *[Signature]*  
Hamilton E. Hunt, Jr.  
Its: President

Dated: 2/13/2015

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Hamilton E Hunt, Jr., the President, of Hunt Real Estate Investments, Inc., a Florida corporation, as Manager of HRES WILLIMANTIC, LLC, a Florida limited liability company, freely and voluntarily under authority duly vested in him by said company. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 13<sup>th</sup> day of February, 2015

*[Signature]*  
Notary Public  
Mary Virginia Bernard

Typed, printed or stamped name of Notary Public

My Commission Expires:



**Exhibit A**

**Legal Description of Lot A**

Beginning at a point located in the easterly street line of Capen Lane, said point being N16°52'45"W 103.11 feet from the intersection of easterly street line of Capen Lane and the northerly street line of Ives Street as measured along the easterly street line of said Capen Lane;

Thence running N16°52'45"W 226.27 feet along the easterly street line of said Capen Lane to an iron bar at the division line of land now or formerly of Richard Dubina;

Thence running the following two (2) courses and distances along land now or formerly of said Dubina N64°25'32"E 122.52 feet to an iron pipe and N64°34'30"E 94.44 feet to an Iron bar in the westerly street line of Elm Street;

Thence running S30°56'25"E 187.10 feet along the westerly street line of said Elm Street to a point;

Thence running S56°33'21'W 271.22 feet to the point or place of beginning.

**Exhibit B**

**Legal Description of Lot B**

**Beginning at a rebar located at intersection of northerly street line of Main Street and the easterly street line of Ives Street.**

**Thence running N39°17'55"W 65.73 feet along the easterly street line of said Ives Street to a point located at the intersection of Ives Street and Capen Lane;**

**Thence running N16°52'45"W 103.11 feet along the easterly street line of said Capen Lane to a point at the division line of remaining land of said grantor;**

**Thence running along remaining land of said grantors N56°33'21"E 271.22 feet to a point to in the westerly street line of Elm Street;**

**Thence running S30°56'25"E 160.99 feet along the westerly street line of said Elm Street to a point in the northerly street line of said Main Street;**

**Thence running the following two (2) courses and distances along the northerly street line of said Main Street, along a curve to the right having a radius of 569.83 feet a delta angle of 3°47'57" and an arc length of 37.78 feet to a drill hole and S56°07'45"W 249.14 to the point or place of beginning.**

Exhibit C

Site Plan

