

GRANT OF 50-YEAR EXCLUSIVE EASEMENT

THIS INSTRUMENT, executed this ____ day of _____, 2026, by the **LORD’S POINT ASSOCIATION, INC. (THE “GRANTOR”)** by its president Jennifer Daly, duly authorized, P.O. Box 109 Stonington, CT 06378, and **KAREN BARBOSA (THE “GRANTEE”)** of 73 Langworthy Ave., Stonington, CT 06378.

W I T N E S S E T H:

WHEREAS the Grantor is the owner of a certain tract of real estate identified as Parcels A and B on the map attached hereto as Schedule A, which is located in the Town of Stonington, County of New London and State of Connecticut, by virtue of a warranty deed from JAMES D. MORGAN, ADMINISTRATOR OF ESTATE OF FANNY NOYES LORD dated August 4, 1989 and recorded on the Stonington Land Records at Volume 314, Page 83. This instrument is intended to grant an easement over the portion of said real estate lying northerly of the seawall located on said real estate and easterly of and including the split rail fence running generally north to south and parallel to the roadway known as Langworthy Avenue. Said portion of the real estate is referred to hereinafter as the “Servient Property.”

WHEREAS the Grantee is the owner of a certain real property adjacent to the Servient Property and commonly known as 73 Langworthy Avenue in the Town of Stonington, County of New London and State of Connecticut by virtue of a deed from Jeffrey M. Bourgeois dated October 6, 2018 and recorded in said land records at Volume 703, Page 171. Said real estate is referred to hereinafter as the “Dominant Property”;

WHEREAS pursuant to a judgment of the Superior Court, the Grantee has released any and all adverse possession and prescriptive easement claims to the Servient Property, and agreed, as consideration for the easement granted herein, to (1) pay to the Grantor the sum of twenty thousand dollars (\$20,000), (2) to remove the section of split rail fence extending westward toward Langworthy Avenue from the seawall situated on the Servient Property, and (3) to remove all no trespassing signs located on the Servient Property.

WHEREAS the Grantor is willing to grant to the Grantee and her heirs and assigns, an easement to the Servient Property as an appurtenance to the Dominant Property for a period of 50 years as more fully described herein at the expiration of which period the easement shall terminate automatically by operation of the terms herein.

NOW THEREFORE, in consideration of the terms and conditions set forth hereinafter, the agreement of the Grantee to keep and perform all of said terms and conditions, as evidenced by their acceptance and recordation of this instrument, and in accordance with a judgment of the Superior Court dated _____, 2026, the Grantor hereby grants to the Grantee, their heirs and assigns, an easement on the Servient Property as follows:

The intended purposes of said easement are as follows:

- (a) To resolve the litigation between the Grantor and Grantee captioned Lord's Point Association, Inc. v. Karen Barbosa, KNL-CV-23-6063536-S.
- (b) Provide the Grantee with the continued use of the Servient Property for a period of 50 years as more particularly described herein.

Said easement is granted and accepted on the following terms and conditions:

1. **Term of Easement:** Said easement over the Servient Property is for a term of 50 years beginning on the date this instrument is recorded on the Stonington Land Records. The easement shall automatically expire, terminate, and end on the date 50 years after its recording and all rights granted herein to the Grantee shall revert from the Grantee, her heirs and assigns, to the Grantor and its successors and assigns.
2. **Exclusivity:** For the 50-year term of the easement, the Grantee shall have exclusive use of the Servient Property to use as an extension of the front yard at 73 Langworthy Avenue, Stonington, in accordance with the restrictions herein set forth. The Grantor shall not further convey use rights in the Servient Property to others during the 50-year term of the easement.
3. **Access for Seawall Maintenance and Repair:** The Grantor shall retain the right to enter upon the Servient Property with thirty (30) days prior notice to the Grantee for purposes of maintaining and repairing the seawall located thereon, provided that in the case of emergency the Grantor may make immediate entry upon the Servient Property to maintain and repair the seawall and provide notice of such entry to the Grantee as soon as possible thereafter.
4. **Use Restrictions:**
 - a. **Maintenance of Servient Property:** Grantee agrees to assume full responsibility for all maintenance of the Servient Property, and the costs thereof, during the 50-year term of the easement. Grantee shall maintain the Servient Property in a condition substantially the same as its present grassy lawn condition, and shall not install any new improvements, garden beds, or trees. For the avoidance of doubt, the Grantee's maintenance obligation **excludes** the seawall located on the Servient Property, which shall remain the exclusive property of the Grantor and shall remain the Grantor's responsibility to maintain and repair at its own cost.
 - b. **Use:** The Grantee shall use the Servient Property as an extension of the front yard of 73 Langworthy Avenue, Stonington, during the 50-year term of the easement. The Grantee may make any use of the Servient Property commonly or customarily conducted in front yards of residential properties in the Lord's Point neighborhood of Stonington, so long as

such uses do not conflict with any other term of this instrument. The Grantee may not post no trespassing signs on the Servient Property.

- c. **Location of Split Rail Fence:** The portion of split rail fence located on the Servient Property and running in a generally north to south direction parallel to the public roadway known as Langworthy Avenue may remain in its current location for the first 15 years of the easement term. Thereafter, the Grantor at its sole discretion may require the Grantee to relocate the split rail fence so that its southerly end begins at the northwest corner of the seawall located on the Servient Property and runs generally northerly parallel to the roadway. In the event that the Grantor elects to require such relocation, it shall be required to provide the Grantee with a 60-day notice in writing. If the fence is not relocated within 60 days of the written notice, the Grantor may cause the fence to be relocated. In the event that the fence is relocated, the portion of the Servient Property located between the new fence location and the paved portion of Langworthy Avenue shall no longer be part of this easement. The split rail fence may be maintained, repaired, and replaced in accordance with the terms of this easement so long as the Grantee does not change the color, materials, or style of fencing without the prior written consent of the Grantor.

5. **Liability:** The Grantee agrees to assume all liability for any damages, losses, and injuries occurring on the Servient Property during the 50-year term of the easement and to further hold harmless the Grantor from any claims of the Grantee or third parties arising from any damages, losses, and injuries occurring on the Servient Property. Further, the Grantee shall maintain a homeowners insurance policy covering claims arising from the Servient Property, which policy shall name the Grantor as an additional insured party. For the avoidance of doubt, this provision does not apply to claims, damages, loss, or injuries arising from the seawall located on the Servient Property.

6. **Modification and Termination:**

- a. **Modification:** The terms of this easement may only be modified by the consent of the Grantor or its successors and assigns, and the Grantee or her heirs and assigns. Any such modification must be in writing, signed by the Grantor or its successors and assigns, and the Grantee or her heirs and assigns and shall not be effective until recorded on the land records of the Town of Stonington.
- b. **Termination Prior to Expiration of 50-Year Term:** If the Grantee breaches any term of this instrument, the Grantor shall provide written notice to the Grantee of such violation and the Grantee shall have 60 days to correct such violation. If said violation is not corrected before the passage of 60 days from the date of the written notice, then this easement shall automatically terminate, end and expire on the 61st day.

7. **Disputes:** This instrument and all the rights, terms and conditions set forth hereinabove shall extend to and be binding upon the Grantors and Grantees and their respective heirs, personal representatives, successors and assigns for the 50-year term provided in this instrument. Furthermore, if either party should bring an action to enjoin the other party from any breach of said terms and conditions, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, court costs and legal interest in addition to the costs of compliance.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on the date first written above.

Signed this _____, 2026.

Witnessed by:

GRANTOR

Jennifer Daly, President
Lord's Point Association, Inc.
Duly authorized.

STATE OF CONNECTICUT)
) **ss:**
COUNTY OF NEW LONDON)

_____, 2026

Personally appeared JENNIFER DALY, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed as president of and duly authorized by the Lord's Point Association, Inc, before me,

Notary Public

Signed this _____, 2026.

Witnessed by:

GRANTEE

Karen Barbosa

**STATE OF CONNECTICUT)
) ss:
COUNTY OF NEW LONDON)**

_____, **2026**

Personally appeared KAREN BARBOSA, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed, before me,

Notary Public