



Record and Return To:

Susan M. Pawluk, Town Clerk

The State of Connecticut
 Department of Administrative Services
 450 Columbus Boulevard, Suite 1402
 Hartford, Connecticut 06103

BLANKET RECIPROCAL PARKING, UTILITY & MAINTENANCE EASEMENT AND AGREEMENT

This Blanket Reciprocal Parking, Utility & Maintenance Easement and Agreement ("Agreement"), dated as of September 17 2025, is by and between the **STATE OF CONNECTICUT**, acting herein by and through its Commissioner of the Department of Administrative Services, or her duly authorized designee, having an address of 450 Columbus Boulevard, Suite 1501, Hartford, CT 06103, and by and through its Commissioner of Developmental Services, or his authorized designee, having an address of 460 Capitol Avenue, Hartford, CT 06106 (collectively, the "State"), pursuant to the provisions of Section 4 of Public Act 18-154 (the "Act"), and the **TOWN OF STRATFORD**, a duly organized and operating municipal corporation and political subdivision of the State of Connecticut having an address of 2725 Main Street, Stratford, CT 06615 (the "Town") (the State and the Town may be collectively referred to as the "Parties" or, individually, as a "Party", which term shall be applicable to the respective successors of such Party), with respect to the following facts and circumstances:

WHEREAS, the State is the owner of certain real property and improvements thereon known as Lot 4 in Block 11 on Town Assessor's Map 30-16 and known as 300 Armory Road, Stratford, Connecticut (the "Property"); and

WHEREAS, in accordance with the Act, on or about the date of this Agreement, the State shall convey or has conveyed a portion of the Property to the Town (the "Town Lot"), to be used by the Town for the specific purposes set forth in the Act and in accordance with the deed of conveyance (the "Deed"), and the State will retain ownership of the remainder of the Property (the "State Lot"); and

WHEREAS, the State Lot is shown as "Proposed Lot to be Retained by State of Connecticut 48,741 S.F. \pm 1.12 Acres \pm " on a map titled "Proposed Lot Split of Parcel MBL: 30/16 11/4 Land of the State of Connecticut #300 Armory Road Stratford, Connecticut" Scale: 1" = 40', Date: 2024-11-22, certified substantially correct by Martin Surveying Associates (the "Lot Map"), and the Town Lot is shown as the "Proposed Lot to be Conveyed to the Town of Stratford 752,724 S.F. \pm 17.280 Acres \pm on the Lot Map, which Lot Map is on file in the office of the Town Clerk of Stratford as Map No. 4131, a copy of the Lot Map being attached here to and made a part hereof as Schedule A; and

WHEREAS, the Act requires that the State and the Town enter into a written agreement concerning the continuing operation and maintenance of the State Lot and the Town Lot; and

WHEREAS, On or about the date of this Agreement, the State and the Town have entered into an Access Easement whereby the State grants to the Town certain rights to a portion of property also owned by the State at 63 Armory Road, Stratford, CT (the "Access Easement"); and

WHEREAS, the Deed, the Access Easement and this Agreement are intended to achieve the requirements of the Act, and provide for the use, operation and maintenance of the Property following the conveyance identified herein.

NOW THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged by the Parties, the foregoing promises, and mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, and in accordance with the Act, the Parties agree as follows:

1. The Town grants to the State, its employees, contractors, invitees, agents, successors, and assigns, a permanent, non-exclusive access easement for ingress and egress to and from the State Lot, by foot or by vehicle, on, over, and across the roadways, walkways, accessways, and parking spaces located on the Town Lot, along with a permanent, non-exclusive easement for access to and use of such utility and sanitary sewer facilities currently present or hereafter constructed on the Town Lot and as may be shown on the Maps or otherwise, or as may be necessary to the continued operation on the State Lot in the State's sole discretion. Such easements (collectively, the "State Easement") shall become immediately effective upon the later to occur of (i) the recording of this Agreement on the Stratford Land Records, or (ii) the State's conveyance of the Town Lot to the Town.

2. The State grants to the Town, its employees, contractors, invitees, agents, successors, and assigns, a permanent, non-exclusive easement for the purposes set forth in this Agreement, as well as ingress and egress to and from the Town Lot, by foot or by vehicle, on, over, and across the roadways, walkways, accessways, and parking spaces located on the State Lot, along with a permanent, non-exclusive easement for access to and use of such utility and sanitary sewer facilities currently present or hereafter constructed on the State Lot and as may be shown on the Maps or otherwise, or as may be necessary to the continued operation on the Town Lot in the Town's sole discretion. Such easements (collectively, the "Town Easement") shall include access to the Town for the purposes set forth in this Agreement. The Town Easement shall become immediately effective upon the later to occur of (i) the recording of this Agreement on the Stratford Land Records, or (ii) the State's conveyance of the Town Lot to the Town.

3. As a part of the State Easement, the State shall have the exclusive use of the parking spaces as shown as "Rights to Parking Spaces to be retained by the State of Connecticut" as more particularly shown on the Lot Map.

4. The Town shall, at its expense, maintain the portion of the 63 Armory Road property encumbered by the Access Easement, as well as the parking spaces referenced in above Section 3, which work will include snow plowing and clearing, roadside cutting, milling, maintaining the parking lines, and resurfacing when required.

5. The Town shall maintain the exterior landscaping of the Property, specifically including the State Lot, which work will include snow plowing and clearing, inclusive of sidewalks, at no cost to the State.

6. In performing the work set forth in Paragraphs 4 and 5 herein, the Town, or any contractor doing work at the direction of the Town, shall maintain, at the Town or contractor's sole cost and expense, a policy or policies of comprehensive general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. The Town or contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.

Notwithstanding the foregoing, the Town shall have the right to self-insure to meet the minimum insurance requirements of this section as long as the State shall be entitled to receive the same coverages and benefits under the Town's self-insurance program that the State would have received had the insurance requirements been satisfied by a reputable insurance carrier authorized to do business in the State of Connecticut.

The Town shall perform all activities permitted or required hereunder in a manner that does not unduly interfere with, restrict or more than temporarily disrupt the State's use of the State Lot, and the Town shall ensure that access to the State Lot remains unimpeded during the State's hours of operation, and that the State's employees, agents and invitees shall have full access to the State Lot during these times. The Town shall repair any damage incurred by the State or its employees, agents and invitees caused by the Town pursuant to these obligations at the Town's sole cost.

7. Neither party shall unreasonably restrict the other's access to, respectively, the areas of the Town Lot and the State Lot commonly used for ingress and egress to and from the Town Lot and the State Lot and, further, that the Parties will do nothing to prohibit or discourage the free flow of traffic through the Property.

8. The Town shall separate the electrical service from the present system and provide a separate meter for any service needed for the building or buildings it will occupy on the Town Lot. Alternatively, should the Town desire to not separate said electrical service, then the Town shall install sub-meters in each of its buildings and the State may send bills to the Town for usage as intervals determined by the State, which the Town shall pay to the State upon receipt. The Town shall also separate and separately meter any other necessary utilities and security alarm protection systems as it may need.

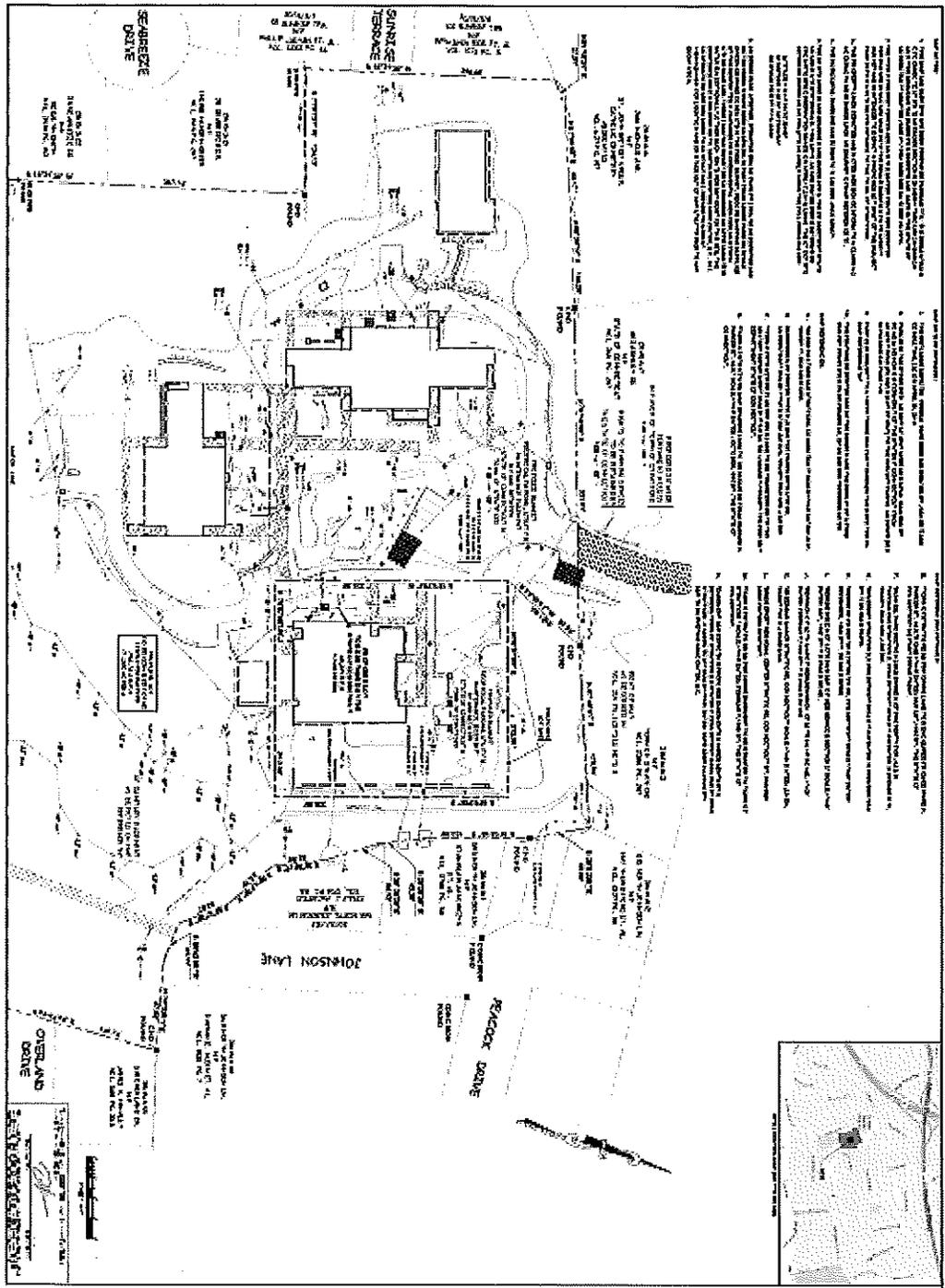
9. The Parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement.

10. The Parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Parties waive any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

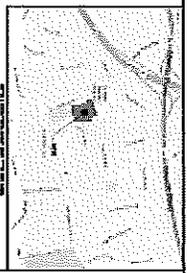
11. This Agreement shall run with the land and shall be binding upon the Parties hereto and their respective heirs, successors and assigns.

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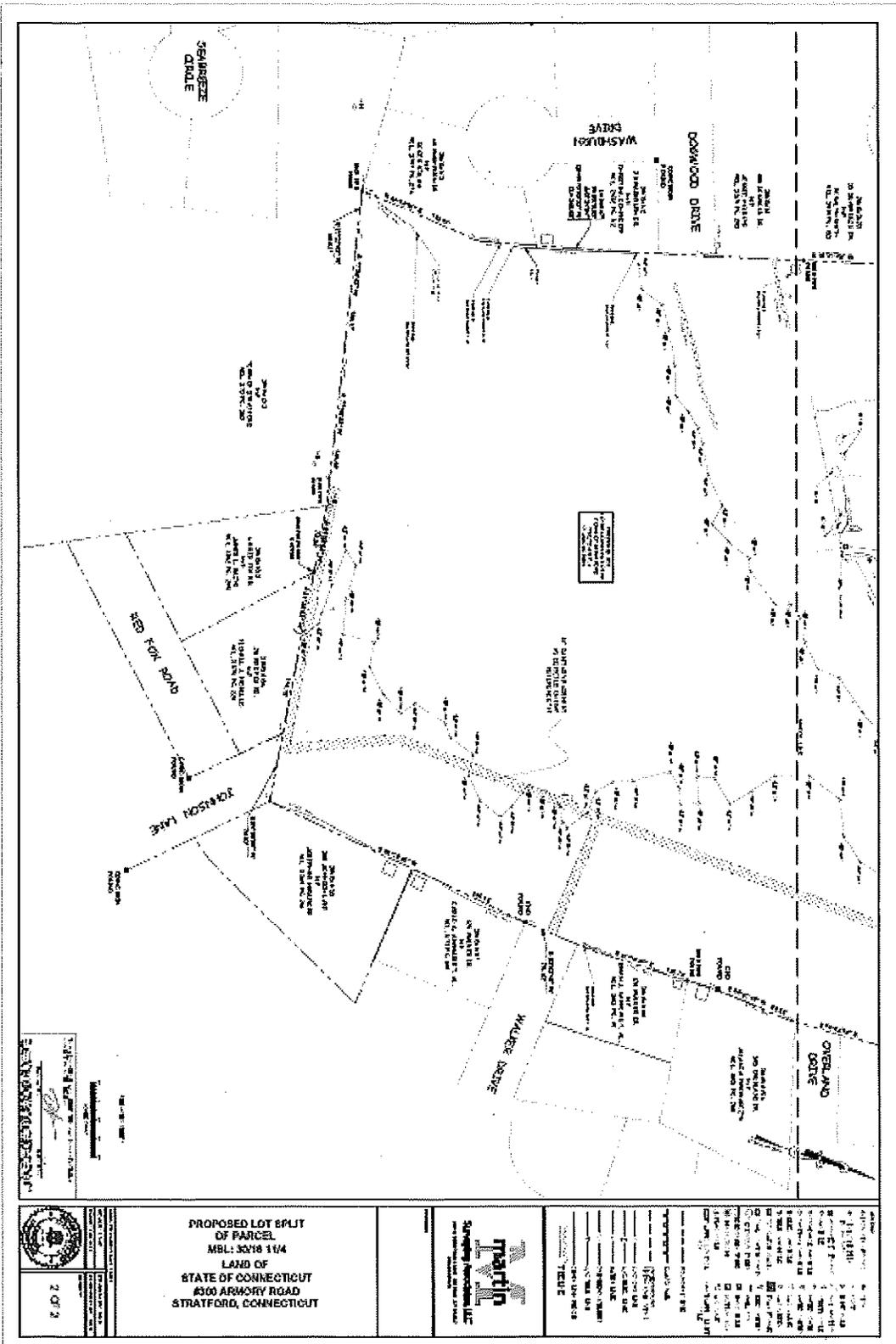
Schedule A



1. THE PROPOSED LOT SPLIT IS SUBJECT TO THE EXISTING ZONING REGULATIONS, THE STATE ZONING ACT AND ALL APPLICABLE REGULATIONS AND ORDINANCES OF THE STATE OF CONNECTICUT AND THE TOWN OF STRATFORD, CONNECTICUT.
2. THE PROPOSED LOT SPLIT IS SUBJECT TO THE EXISTING EASEMENTS, ENCUMBRANCES AND INTERESTS IN THE PARCEL.
3. THE PROPOSED LOT SPLIT IS SUBJECT TO THE EXISTING DEEDS, RECORDS AND INSTRUMENTS AFFECTING THE PARCEL.
4. THE PROPOSED LOT SPLIT IS SUBJECT TO THE EXISTING SURVEYS, PLATS AND RECORDS AFFECTING THE PARCEL.
5. THE PROPOSED LOT SPLIT IS SUBJECT TO THE EXISTING UTILITIES, SERVICES AND INFRASTRUCTURE AFFECTING THE PARCEL.
6. THE PROPOSED LOT SPLIT IS SUBJECT TO THE EXISTING ENVIRONMENTAL REGULATIONS AND RESTRICTIONS AFFECTING THE PARCEL.
7. THE PROPOSED LOT SPLIT IS SUBJECT TO THE EXISTING HISTORIC PRESERVATION REGULATIONS AND RESTRICTIONS AFFECTING THE PARCEL.
8. THE PROPOSED LOT SPLIT IS SUBJECT TO THE EXISTING LANDMARK REGULATIONS AND RESTRICTIONS AFFECTING THE PARCEL.
9. THE PROPOSED LOT SPLIT IS SUBJECT TO THE EXISTING ARCHITECTURAL REGULATIONS AND RESTRICTIONS AFFECTING THE PARCEL.
10. THE PROPOSED LOT SPLIT IS SUBJECT TO THE EXISTING SIGN REGULATIONS AND RESTRICTIONS AFFECTING THE PARCEL.



 1073	<p>PROPOSED LOT SPLIT OF PARCEL MBL: 35/18 11M LAND OF STATE OF CONNECTICUT 4300 ARMORY ROAD STRATFORD, CONNECTICUT</p>	 Martin Surveyors & Engineers, LLC 1000 Main Street, Suite 200 Stratford, CT 06424 Phone: 860-261-1111 Fax: 860-261-1112 Email: info@martinsurveyors.com	<p>DATE: 10/15/2024 DRAWN BY: [Name] CHECKED BY: [Name] TITLE: [Title]</p>
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Steven M. Landrum

Stratford Town Clerk

AGREEMENT
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