

**GENERAL RELEASE**

FOR THE SOLE CONSIDERATION OF EIGHTEEN THOUSAND FIVE HUNDRED NINETY-SIX Dollars and EIGHTY-EIGHT Cents, (\$18,596.88), the receipt and sufficiency whereof is hereby acknowledged, the Undersigned hereby releases and forever discharges Asim Alimi and Alira Alimi, their heirs, executors, administrators, agents and assigns, and all other persons, firms or corporations (collectively the "Releasee") who are liable or who might be claimed to be liable, none of whom admit any liability to the Undersigned, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, and particularly on account of all damages, known or unknown, both to person and property, which have resulted or may in the future develop from a said Releasee's incursion and/or trespass upon the Undersigned's property located at 29 Madeline Drive, New Fairfield, CT 06812 (the "Property") and it includes landscaping, surveying costs, and attorney's fees incurred by the Undersigned as well as a contingency for any perspective cost overruns of the Undersigned.

The Undersigned further acknowledge and agree the Releasee will perform certain restoration activities upon the Property to restore native slopes, etc consistent with a plan for the same submitted and approved by the Town of New Fairfield and the Undersigned (the "Restoration") and that said Releasee will need to enter upon the Property for said purpose. The Undersigned expressly grant Releasee permission to enter upon the Property to perform the Restoration consistent with the plan(s) submitted to the Town of New Fairfield, CT by the Releasee. This General Release is not intended to include claims of the Undersigned that may arise in the future, which in any way, relate to the Restoration itself because, at the time of this Release, the Restoration has not yet commenced.

The Undersigned hereby declare that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, on account of the damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid incursion/trespass upon the Property.

The Undersigned agree that they will indemnify and hold harmless Releasee, from and against any and all claims, demands, actions or causes of action by any person, firm or corporation who has or may claim to have any such claim, demand, action or cause of action deriving from or arising out of in any way the claims, damages, injuries, expenses, demands, actions or causes of action of the undersigned for which payment is being made hereunder.

IN WITNESS WHEREOF, Doug Jendras and Maureen Jendras, have hereunto set their hands and seals this 19<sup>th</sup> day of September 2022.

  
\_\_\_\_\_  
Douglas Jendras

  
\_\_\_\_\_  
Maureen Jendras

**HOLD HARMLESS AGREEMENT FOR  
ENTRY UPON REAL PROPERTY**

We, Asim Alimi and Alira Alimi, owners of 31 Madeline Drive, New Fairfield, CT (the "Subject Property") have a need to enter upon the real property located at 29 Madeline Drive, New Fairfield, CT (the "Neighboring Property"), which is owned by Doug and Maureen Jendras, for the purposes of restoring the Neighboring Property consistent with a Restoration Plan (the "Restoration"), which has been approved by the Town of New Fairfield and Mr. and Mrs. Jendras. Mr. and Mrs. Alimi hereby agree to indemnify, hold harmless and defend Mr. and Mrs. Jendras against any and all claims of damages to person and/or property as it relates to such Restoration, wherein Mr. and Mrs. Alimi, their agents, employees, contractors, subcontractors and/or assigns, may enter upon the Neighboring Property. Mr. and Mrs. Alimi further agree not to commit any additional damage or waste upon the Neighboring Property and restore the same to its pre-Construction Activity condition at their sole expense; excepting therefrom, any and all landscaping, the cost of which has already been tendered to Mr. and Mrs. Jendras by Mr. and Mrs. Alimi.

In consideration of the foregoing covenants, Mr. and Mrs. Jendras agree to permit Mr. and Mrs. Alimi, their agents, employees, contractors, subcontractors and/or assigns license to access to the Neighboring Property for the limited purposes of the Restoration as contemplated hereinabove.

The undersigned agree to be legally bound this 19<sup>th</sup> day of September 2022.

  
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Asim Alimi

  
\_\_\_\_\_  
Doug Jendras

  
\_\_\_\_\_  
Alira Alimi

  
\_\_\_\_\_  
Maureen Jendras