

VOL. 171 PAGE 159

RECEIVED

JUL 01 2025

Land Use Department

## DRAINAGE EASEMENT

KNOWN ALL MEN BY THESE PRESENTS:

That FLINTLOCK ASSOCIATES LIMITED PARTNERSHIP, of the Town of Ledyard, County of New London and State of Connecticut, for the consideration of One Dollar and other valuable considerations received to its full satisfaction of J. and I. ENTERPRISES, of the Town of Ledyard in the County of New London and State of Connecticut, does hereby give and grant unto the said J. and I. ENTERPRISES, its successors and assigns forever, a full and perpetual ninety foot (90') wide drainage easement over, under and across a certain piece or parcel of land of FLINTLOCK ASSOCIATES LIMITED PARTNERSHIP situated in the Town of Ledyard, County of New London and State of Connecticut, being more particularly described as follows:

Beginning at a point which is the northwest corner herein described drainage easement at a point in the easterly line of land now or formerly of Edward L. Lorenz at the southwest corner of land now or formerly of W. David and Sherri L. Parker (which is Lot 14 Gray Farms Subdivision-Section III);

Thence N 79° 27' 00" E along the southerly line of said Lot 14 222.18 feet to a point;

Thence S 10° 33' 00" E - 90.00 feet to a point;

Thence S 79° 27' 00" W - 220.00 feet to a point on the easterly line of land now or formerly of said Lorenz;

Thence N 10° 18' 42" W along land of Lorenz 9.76 feet to an iron pin;

Thence N 12° 08' 04" W continuing along land now or formerly of Lorenz 80.27 feet to the point and place of beginning.

Said drainage easement is shown as "Proposed Drainage Easement" on a subdivision plan entitled "Section II - Commercial Resubdivision-Prepared for J. AND I. ENTERPRISES-Ledyard, Conn. - Megson & Heagle - Civil Engineers & Land Surveyors - Glastonbury, Conn. - Date 9-20-86, Rev. 2-11-87, Rev. 6-17-87 - Scale 1" = 40' - Map No. 143-85-1 Sheet 8 of 12.

The grantors give to the said J. AND I. ENTERPRISES, its successors and assigns forever, the right to enter upon the said lands of the grantors subject to said easement by its partners, officers, agents, servants and employees for the purposes of drainage and of constructing, installing, building, maintaining, cleaning, repairing, reconstructing and inspecting at all reasonable time drainage facilities, pipes, and catch basins,

with appurtenances thereto.

Any expenses in connection with such use shall be borne by J. AND I. ENTERPRISES, its successors and assigns. If at any future time the use of said easement is terminated by the grantee, its successors or assigns then said grantee, successors or assigns shall bear the cost of restoring the premises to the condition that it was prior to the development and installation of said drainage facilities.

By acceptance of this easement, the Grantee hereunder, its successors and assigns hereby agrees to indemnify and hold harmless the Grantor, its successors and assigns from any and all claims, losses or damages that may arise from the use of the easement or construction related thereto. the Grantee further agrees that any work performed on the easement area shall be performed by workers covered with Workman's Compensation insurance and liability insurance, certificates of which shall be provided to the Grantor prior to any work.

TO HAVE AND TO HOLD the premises for the aforesaid purposes unto the said J. AND I. ENTERPRISES, its successors and assigns forever.

IN WITNESS WHEREOF we have hereunto set our hands and seals at New London , Connecticut, this 30th day of July 1987.

IN PRESENCE OF

FLINLOCK ASSOCIATES LIMITED  
PARTNERSHIP

Michael D. Shapiro  
Michael D. Shapiro

JOHN C. ELLIS  
JOHN C. ELLIS

Patricia A. Stratos  
Patricia A. Stratos

STATE OF CONNECTICUT

SS: New London

July 30, 1987

COUNTY OF NEW LONDON

Personally appeared John C. Ellis  
signer and sealer of the foregoing Instrument and acknowledged  
the same to be his free act and deed before me,

H.M. LUBIN  
ATTORNEY-AT-LAW  
1600 ROUTE 12  
SALES FERRY, CT  
JURIS NO. 027163

RECEIVED FOR RECORD AT LEDYARD, CT.  
ON 8-13-87 AT 9:27 A.M.  
ATTEST: PATRICIA KARNS, TOWN CLERK

Michael D. Shapiro  
Michael D. Shapiro  
Commissioner of Superior Court

with appurtenances thereto.

Any expenses in connection with such use shall be borne by J. AND I. ENTERPRISES, its successors and assigns. If at any future time the use of said easement is terminated by the grantee, its successors or assigns then said grantee, successors or assigns shall bear the cost of restoring the premises to the condition that it was prior to the development and installation of said drainage facilities.

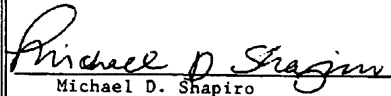
By acceptance of this easement, the Grantee hereunder, its successors and assigns hereby agrees to indemnify and hold harmless the Grantor, its successors and assigns from any and all claims, losses or damages that may arise from the use of the easement or construction related thereto. the Grantee further agrees that any work performed on the easement area shall be performed by workers covered with Workman's Compensation insurance and liability insurance, certificates of which shall be provided to the Grantor prior to any work.

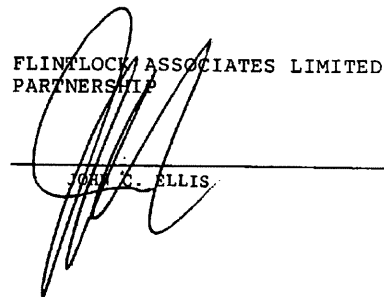
TO HAVE AND TO HOLD the premises for the aforesaid purposes unto the said J. AND I. ENTERPRISES, its successors and assigns forever.

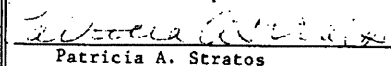
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IN PRESENCE OF

FLINTLOCK ASSOCIATES LIMITED  
PARTNERSHIP

  
Michael D. Shapiro

  
JOHN C. ELLIS

  
Patricia A. Stratos

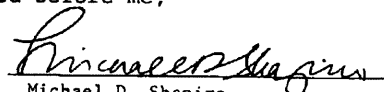
STATE OF CONNECTICUT  
COUNTY OF NEW LONDON

SS: New London July 30, 1987

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signer and sealer of the foregoing Instrument and acknowledged  
the same to be his free act and deed before me,

J. M. LUBIN  
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ON 8-13-87 AT 9:27 A.M.  
ATTEST: PATRICIA KARNS, TOWN CLERK

  
Michael D. Shapiro  
Commissioner of Superior Court



**Return To:**

Jessica Andersen Heuschele,  
George Gregory Heuschele  
and Janet W. Andersen

13 Pinelock Drive  
Gales Ferry, CT 06335

INSTR # 2024001181 VOL 644 PG 218  
RECORDED 05/28/2024 02:08:27 PM  
PATRICIA A. RILEY  
TOWN CLERK LEDYARD CT  
TOWN CONVEYANCE TAX \$1,767.50  
STATE CONVEYANCE TAX \$5,302.50

**EXECUTOR DEED**

**Kathleen Standish, Executor of the Estate of Robert C. Derda**

**To All People to Whom These Presents Shall Come, Greetings:**

**KNOW YE, THAT I, Kathleen Standish, duly appointed Executor under the WILL for the Estate of Robert C. Derda, late of Colchester, CT, by virtue and in exercise of the power and authority vested in me as Executor as aforesaid in and by ARTICLE VIII, PARAGRAPH C of said WILL, and of every other power and authority to me hereunto enabling me to sell and convey certain real estate of said deceased known as 16 Highview Terrace, Ledyard, CT 06339 and 17 Highview Terrace, Ledyard, CT 06339, and in consideration of the sum of Seven Hundred Seven Thousand And No/100 Dollars (\$707,000.00) received to the Estate's full satisfaction of Jessica Andersen Heuschele and George Gregory Heuschele, of the Town of Gales Ferry, County of New London and State of Connecticut, and Janet W. Andersen, of the Town of Mystic, County of New London and State of Connecticut, do hereby grant, bargain, sell and confirm unto the said Jessica Andersen Heuschele, George Gregory Heuschele and Janet W. Andersen, as Joint Tenants with Full Rights of Survivorship, all such right, title, interest, claim and demand which the said deceased had at the time of his/her death, which said estate now has or which I have as such Executor, with EXECUTOR COVENANTS:**

See Schedule A attached hereto and made a part hereof.

Said premises are subject to the following encumbrances:

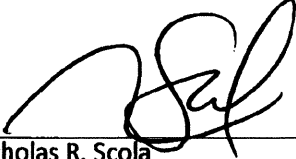
1. Any and all provisions of any ordinance, municipal regulation, public or private law.
2. Any assessments or pending assessments for which a lien or liens have not as yet been filed.
3. Any provisions, if applicable, of any inland/wetlands or coastal wetland statutes, ordinances, rules and regulations.

As partial consideration for this conveyance, the herein Grantees agree to assume and pay all real estate taxes and other municipal charges hereafter coming due on the within described premises.

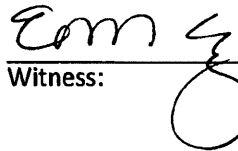
TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereof, unto the said Grantees, their heirs and assigns forever, to their own proper use and behoof. And I, the said Executor, do hereby covenant with the Grantees, their heirs and assigns, that I have full power and authority as Executor aforesaid to grant and convey the above described premises in manner and form as aforesaid do further covenant to **WARRANT AND DEFEND** the same to the said Grantees, their heirs and assigns, against the claims of any person whomsoever claiming by, from or under us as **Executor for Estate of Robert C. Derda**, as aforesaid

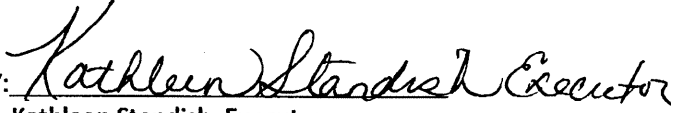
IN WITNESS WHEREOF, I have hereunto set my hands and seals this May 24, 2024.

Signed, Sealed and Delivered in the Presence of:

  
\_\_\_\_\_  
Witness: Nicholas R. Scola

Estate of Robert C. Derda

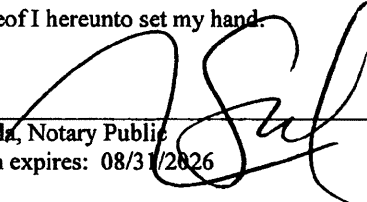
  
\_\_\_\_\_  
Witness:

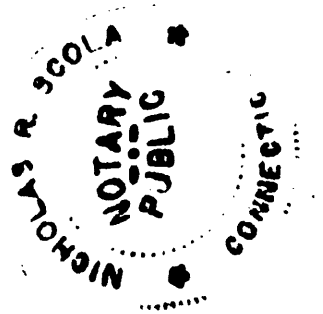
BY:  Executor  
Kathleen Standish, Executor

State of Connecticut  
County of New London ss. Mystic

On this the May 24, 2024, before me appeared Kathleen Standish who acknowledged herself to be the Executor of Estate of Robert C. Derda, and that she, as such Executor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Estate by herself as Executor.

In witness whereof I hereunto set my hand.

  
\_\_\_\_\_  
Nicholas R. Scola, Notary Public  
My Commission expires: 08/31/2026



## SCHEDULE "A"

Two certain tracts of land in the Town of Ledyard, county of New London, and State of Connecticut, as shown on a plan entitled: "Boundary Survey and Detailed Lot Layout Map Gray Farms Subdivision Section V Colonel Ledyard Highway & Gallup Hill Road Ledyard, Connecticut Property of & Prepared for Flintlock Associates Limited Partnership Scale: 1" = 100' Sheet 2 of 7 November 15, 1989 Rev. March 28, 1990 Rev. Dec. 1, 1990" which plan is on file as Map 1660 in the office of the Ledyard Town Clerk, more particularly bounded and described as follows:

### Parcel One a/k/a 17 Highview Terrace

Commencing at a point at the southerly end of Highview Terrace; and thence running S 10° 30' 42" E 71.80 feet, in part along land now or formerly of Condon and in part along land now or formerly of the Town of Ledyard, to an iron pipe; and thence running N 79° 29' 18" E 829.27 feet along land now or formerly of the Town of Ledyard to an iron pin; and thence running S 23° 36' 16" E 706.45 feet along land now or formerly of the Town of Ledyard to a drill hole; and thence running S 08° 09' 26" E 315.37 feet along a stone wall and said land now or formerly of the Town of Ledyard, to a drill hole; and thence running S 08° 38' 27" E 125.19 feet along a stone wall and said land now or formerly of the Town of Ledyard, to a drill hole; and thence running S 06° 51' 45" E 155.19 feet along a stone wall and said land now or formerly of the Town of Ledyard, to a drill hole; and thence running S 10° 03' 38" E 57.08 feet along a stonewall and land now or formerly of Santoro to a drill hole at a wall corner; and thence running N 77° 11' 00" W 101.32 feet along a stone wall and land now or formerly of Champlin to an iron pipe; and thence running S 76° 32' 26" W 138.85 feet along a stone wall and said Champlin land to a drill hole; and thence running N 77° 31' 41" W 96.72 feet along a stonewall and land now or formerly of Holmes, to a drill hole; and thence running N 76° 18' 41" W 140.43 feet along a stone wall and said Holmes land to a drill hole; and thence running N 77° 35' 57" W 283.85 feet along a stone wall and, in part along said Holmes land and, in part, along land now or formerly of Gordon to a merestone at a wall corner; and thence running N 01° 05' 47" E 527.31 feet along a stone wall and along land now or formerly of Flintlock Associates Limited Partnership to a drill hole; and thence running N 00° 37' 34" E 225.29 feet along a stone wall and said Flintlock Associates land to a drill hole; and thence running S 89° 50' 11" W 241.71 feet along a stone wall and said Flintlock Associates land to a drill hole; and thence running N 51° 07' 15" W 306.49 feet along said Flintlock Associates land to an iron pin; and thence running N 10° 30' 42" W 90.57 feet along said Flintlock Associates land to the southerly end of Highview Terrace; and thence running northeasterly along the arc of a circle having a radius of 60 feet and along the southerly end of Highview Terrace 25.00 feet to the place of beginning.

### Parcel Two a/k/a 16 Highview Terrace

Commencing at an iron pin at the southerly end of Highview Terrace and thence running S 10° 30' 42" E 90.57 feet along other land now or formerly of Flintlock Associates Limited Partnership to an iron pin; and thence running S 51° 07' 15" E 306.49 feet along said Flintlock Associates land to a drill hole; and thence running N 89° 50' 11" E 241.71 feet along a stone wall and said Flintlock Associates land to a drill hole; and thence running S 00° 37' 34" W 225.29 feet along a stone wall and said Flintlock Associates land to a drill hole; and thence running S 01° 05' 47" W 527.31 feet along a stone wall and said Flintlock Associates land to a merestone at a wall corner; and thence running N 76° 12' 55" W 288.59 feet along a stone wall and along land now or formerly of Gordon, land now or formerly of Elliott, and land now or formerly of Cavanaugh, in part along each, to a drill hole; and thence running N 77° 34' 29" W 243.15 feet along a stone wall and along land now or formerly of Cavanaugh and land now or formerly of Holdridge, in part along each, to a drill hole; and thence running N 78° 58' 32" W 96.14 feet along a stone wall and said Holdridge land to an iron pipe at a wall corner; and thence running N 12° 55' 07" W 62.67 feet along a stone wall and land now or formerly of H.L.M. Development Inc. to a drill hole; and thence running N 13° 18' 44" W 160.85 feet along land of the last named property owner to a drill hole at a wall corner; and thence running N 08° 49' 55" W 129.63 feet along land of said last named property owner to an iron pin; and thence running N 14° 03' 29" W 208.53 feet along land of said last named property owner to an iron pipe; and thence running N 11° 57' 40" W 12.24 feet along land of said last named property owner to a drill hole; and thence running N 09° 52' 55" W 84.75 feet along land of said last named property owner to a drill hole; and thence running N 16° 18' 12" W 120.26 feet along land of said last named property owner to an iron pin; and thence running N 10° 17' 09" W 73.37 feet along land of said last named property owner to an iron pipe; and thence running N 11° 41' 24" W 80.14 feet along land of said last named property owner to an iron pin; and thence running N 79° 29' 15" E 262.87 feet along land now or formerly of Pyle to an iron pin in the westerly line of Highview Terrace; and thence running southerly, southeasterly, and easterly along Highview Terrace and along the arc of a circle having a radius of 60.00 feet a distance of 108.80 feet to the place of beginning.

DRAINAGE EASEMENT

KNOWN ALL MEN BY THESE PRESENTS:

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Beginning at a point which is the northwest corner herein described drainage easement at a point in the easterly line of land now or formerly of Edward L. Lorenz at the southwest corner of land now or formerly of W. David and Sherri L. Parker (which is Lot 14 Gray Farms Subdivision-Section III);

Thence N 79° 27' 00" E along the southerly line of said Lot 14 222.18 feet to a point;

Thence S 10° 33' 00" E - 90.00 feet to a point;

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Said drainage easement is shown as "Proposed Drainage Easement" on a subdivision plan entitled "Section II - Commercial Resubdivision-Prepared for J. AND I. ENTERPRISES-Ledyard, Conn. - Megson & Heagle - Civil Engineers & Land Surveyors - Glastonbury, Conn. - Date 9-20-86, Rev. 2-11-87, Rev. 6-17-87 - Scale 1" = 40' - Map No. 143-85-1 Sheet 8 of 12.

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