

RETURN TO:

Deasy & Moriarty
PO Box 101
Mystic, CT 06355

DECLARATION OF EASEMENT AGREEMENT

This DECLARATION OF ACCESS AND UTILITY EASEMENT Agreement is made this ____ day of November 2025 by A & R Associates, Inc., a Connecticut Corporation with a mailing address of 69 Noyes Ave., Stonington, Connecticut (hereinafter referred to as “A & R”) and Bell Logistics, LLC a Connecticut Limited Liability Company with a mailing address of 5 Lorenz Parkway, Ledyard, Connecticut, (hereinafter referred to as “Bell”).

WHEREAS, A & R is the owner of a certain parcel of land located in the Town of Ledyard, County of New London, and State of Connecticut, which parcel is known as 5A Lorenz Industrial Parkway, Ledyard, Connecticut (the “A & R” parcel) and shown as 5A on a map entitled "PLAN SHOWING PROPOSED COMMERCIAL BUILDING ON PROPERTY OF A & R ASSOCIATES, INC. 5A LORENZ INDUSTRIAL PARKWAY PARCEL ID 138/1380/5A LEDYARD, CONNECTICUT SCALE: 1"=40' OCTOBER 2025 which map is, or will be filed in the Office of the Town Clerk of the Town of Ledyard; and

WHEREAS, Bell is the owner of a certain parcel of land located in the Town of Ledyard, County of New London, and State of Connecticut, which parcel is known as 5 Lorenz Industrial Parkway, Ledyard, Connecticut (the “Bell” Parcel) which is also shown on said map; and

WHEREAS, A & R is building a structure on 5A Lorenz Industrial Parkway as shown on said map and as a condition of approving this building, the Town of Ledyard has required the A & R create permanent easement across a portion of said property for utilities and access to the public road.

There exists between said proposed Parcel 5 and proposed Parcel 5A a driveway portions of which are presently in common used by both Parcels.

A & R and Bell both desire to create an easement, one on the A & R parcel in favor of Bell and one on the Bell parcel in favor of A & R to allow the owners of both properties and their successors, heirs and assigns to full and unobstructed use of designated portions of said driveway for the above stated purpose.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained in this agreement

A & R hereby grants perpetual easement for purpose of ingress and egress by foot or vehicle on Parcel 5A in favor of Parcel 5, which easement area is shown on

said Map, and is further described on the attached Schedule A, further,

Bell hereby grants perpetual easement for purpose of ingress and egress by foot or vehicle on Parcel 5 in favor of Parcel 5A, which easement area is shown on said Map, and is further described on the attached Schedule B and further,

A & R further grants to the owner of Parcel 5 a perpetual and right of way to construct, reconstruct, maintain, operate, supplement, replace and or remove utilities, as are customarily appurtenant to the use of said parcels, and other related fixtures, equipment, and appurtenances that may from time to time become required, with the right of ingress and egress for the purpose of this grant, over the easement areas.

Bell further grants to the owner of Parcel 5A a perpetual and right of way to construct, reconstruct, maintain, operate, supplement, replace and or remove utilities, as are customarily appurtenant to the use of said parcels, and other related fixtures, equipment, and appurtenances that may from time to time become required, with the right of ingress and egress for the purpose of this grant, over the easement areas.

A & R and Bell both agree to execute the usual easement documents as are customarily utilized by electrical, telephone and other utilities, so that to the extent possible the parties shall share the use of common utilities facilities.

A & R and Bell shall equally share the cost of maintaining the roadway within the easement areas as well as the utilities within the easement areas.

1. Notwithstanding the above cost sharing for normal maintenance, each owner shall be responsible for restoring any **areas** that are disturbed by any of its separate activities in the easement areas to the same or similar condition as the same was in prior to any activities.
2. Further each owner agrees, by the use of this Easement, that it will hold the other owner, his heirs, executors and assigns harmless from any and all liability arising from his activities provided for herein.
3. A & R and Bell each reserves to themselves, their heirs, executors and assigns, the right to continue to use the land within the aforesaid easement area for any uses and purposes which shall not interfere with the use thereof or the rights of the Easement holder in fulfilling the purpose for which this easement is granted.
4. The rights and obligations of the parties hereto under the TO HAVE AND TO HOLD the above-granted and bargained premises, with the appurtenances thereof, unto it, said A & R and Bell and unto its successors and assigns, forever, to it and their own proper use and behoof.

and grant the same in manner and form as is above written, and that the same is free from all encumbrances except those that appear of record.

Signed this 12th day of November 2025

Signed, sealed and delivered